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

TUESDAY **SEPTEMBER 23, 2014** **8:30 A.M.**

(The regular afternoon session commences at 2:00 p.m.)

Susan Gorin	First District	Veronica A. Ferguson	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
Mike McGuire	Fourth District		
Efren Carrillo	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 Board of Directors of the Northern Sonoma County Air Pollution Control 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, 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 or the public request specific items be discussed and/or removed from the Consent Calendar.

PUBLIC COMMENT

Any member of the audience desiring to address the Board on a matter on the agenda: Please walk to the podium and after receiving recognition from the Chair, please state your name and make your comments. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the subject under discussion. Each person is usually granted 3 minutes to speak; time limitations are at the discretion of the Chair. 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, and generally may only listen.

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. BOARD MEMBER ANNOUNCEMENTS

III. CONSENT CALENDAR

(Items 1 through 27)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 5)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution proclaiming October 2014 as Domestic Violence Awareness Month. (District Attorney's Office, Probation Department, Sheriff's Office, Health Services, Human Resources – Commission on the Status of Women, Human Services)

2. Adopt a Gold Resolution recognizing September 23, 2014, as National Voter Registration Day. (County Clerk-Recorder-Assessor)

PRESENTATIONS AT DIFFERENT DATE

3. Adopt a Gold Resolution honoring the Petaluma Riding and Driving Club on the Occasion of their 75th Anniversary. (Second District)

4. Adopt a Gold Resolution celebrating the 30th Anniversary of the Society of St. Vincent de Paul free dining room. (Third District)

5. Adopt a Gold Resolution to recognize the contributions and retirement of Darlene Vanderpool after 30 years of service to the County of Sonoma. (Fourth District)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

6. Adopt a Resolution of the Directors of the Sonoma County Agricultural Preservation and Open Space District authorizing the submission of an application for $300,000 in grant funds from the California Habitat Conservation Fund Program to assist in the acquisition of the Howlett Forest Conservation Easement. (Fifth District)

7. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute an amendment to an existing land maintenance services agreement with Sonoma County Regional Parks Department, extending the contract term to June 30, 2017, and adding $75,000 for a total contract amount of $135,000.

SONOMA COUNTY WATER AGENCY

(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

8. Geophysical Assessment of the Jenner Jetty and Berm Seepage -
(A) Authorize the Water Agency's General Manager to:
(1) Execute Amendment No. 3 to the Agreement with The Regents of the University of California as Management and Operating Contractor for the Ernest Orlando Lawrence Berkeley National Laboratory for Geophysical Assessment of the Jenner Jetty and Berm Seepage, increasing the not-to-exceed Agreement amount by $40,000 for a new total of $104,945; agreement terminates on July 31, 2015; and
(2) Terminate or Amend the Agreement subject to certain conditions; and
(B) Ratify Amendment Nos. 1 and 2 to the Agreement, each of which added one year to the term of the Agreement.

COMMUNITY DEVELOPMENT COMMISSION

(Commissioners: Gorin, Rabbitt, Zane, McGuire, Carrillo)

9. Approve revisions to the Sonoma County Community Development Commission's Housing and Commercial Rehabilitation Loan Program Designs and Approve Problem Loan Workout Guidelines.

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

10. Review and Accept the Follow-Up Review of findings from the Fiscal Year 2010-11 Public Administrator/Public Guardian/Public Conservator Agency Fund Report.

BOARD OF SUPERVISORS

11. Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for Fiscal Year 2014-15: Geyserville Chamber of Commerce for the Fall Colors & Vintage Car Show event, $750 and for Tree Lighting and Tractor Parade of Lights event, $250; Geyserville Community Foundation, $1,000; Cloverdale Arts Alliance, $1,300; Sonoma County Farm Trails, $750. (Fourth District)

CLERK-RECORDER-ASSESSOR

12. Authorize the Clerk-Recorder-Assessor to execute an agreement with Harold W. Bertholf, Inc. for geothermal and power plant property appraisal services for the period of September 23, 2014 to June 30, 2017, in an amount not to exceed $499,525.

COUNTY ADMINISTRATOR

13. Authorize the County Administrator to execute a contract with Bodega Bay Fire Protection District in the amount of $45,000 with a term expiring June 30, 2015 for the purchase of an ambulance; and Authorize the County Administrator to execute an amendment to the FY 2013-14 agreement with the Bodega Bay Fire Protection District extending the term through June 30, 2015 to allow use of prior year remaining grant funds of $44,497 for the purchase of the ambulance.

COUNTY ADMINISTRATOR/COUNTY COUNSEL

14. Authorize the County Administrator's Office to submit a Comment Letter on Proposed Changes to Federal Rule, 43 CFR Part 4, on Tribal Acknowledgment Hearing Process to the Department of Interior on behalf of the County.

GENERAL SERVICES

15. Authorize the General Services Fleet Operations Division Fleet Manager to sign title and transfer documentation for the donation of a 2007 Ford Expedition ½ Ton SUV to the Windsor Fire Protection District for use as an Urban Search and Rescue K9 support vehicle.

16. California Energy Commission Grant Award Contract: Sustaining and Growing the Redwood Coast Electric Trail - Electric Vehicle Charging Infrastructure –
Authorize the Director of General Services to enter into an agreement between the County of Sonoma and the California Energy Commission in the amount of $500,000 for the period of September 2, 2014, through March 31, 2018 to fund the installation of a minimum of three chargers at a minimum of two new locations and to retrofit ten stations at five locations that will be used by current drivers and encourage new drivers to adopt electric vehicle technology.

17. Sonoma Veterans Memorial Hall Revocable License Agreement –
    (A) Authorize the General Services Director or his Deputy to execute a non-exclusive revocable license agreement with the Veterans of Foreign Wars, Bear Flag Post 1943, Sonoma, CA for use of the lounge area of the Sonoma Veterans Memorial Hall located at 126 First Street West, Sonoma CA, for a term of one year with automatic one year renewal not to exceed a total of two years;
    (B) Find that the lounge area of the Hall is not needed for County purposes during the proposed times for use thereof by Bear Flag Post 1943. (First District)

18. Master Services Agreement – Move Management –
    (A) Authorize the Chair to execute a multi-year Master Services Agreement in an amount not-to-exceed $250,000 per year with Facilities By Design to provide move management services for County-owned and leased facilities.
    (B) Authorize the Director of General Services to execute Task Orders not to exceed $25,000 and the County Administrator not to exceed $100,000 for all separate scopes of work under the agreements. The Board of Supervisors will approve Task Orders over $100,000.

GENERAL SERVICES/FIRE AND EMERGENCY SERVICES

19. Authorize the Chair to execute a contract with AshBritt, Inc for disaster-related debris management and recovery services on an as-needed basis with a term through July 31, 2016, with the option to extend for two additional five year terms.

GENERAL SERVICES/SHERIFF'S OFFICE

20. Siri Road Communication Tower –
    (A) Approve the project plans and specifications for the Siri Road Communications Tower and Vault and Authorize the Chair to execute a construction contract with AE Nelson Construction Inc. for the Siri Road Communication Tower and Vault Project in the amount of $899,300.
    (B) Authorize the Chair to execute a contract with Kleinfelder West, Inc. to provide construction phase special inspections for the Siri Road Communications Tower in the amount of $36,564. (Third District)

HUMAN SERVICES

21. Authorize the Director of Human Services to execute a grant agreement with the Metropolitan Transportation Commission for Transportation and Mobility Management Activities for the term of July 1, 2014 to December 31, 2016 in the amount of $89,572.

REGIONAL PARKS

22. Adopt a Resolution consenting to recordation of irrevocable offer of dedication of a public trail easement over the Hamel Family Wines Property. (First District)

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

23. Adopt a Resolution approving and accepting the Final Map for "Hall T—T Ranch Subdivision, Tract No. 1067" and making findings all in accordance with the Subdivision Map Act. (Fourth District)

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT
AND
SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)
AND
SONOMA VALLEY COUNTY SANITATION DISTRICT
(Directors: Gorin, Rabbitt, Rouse)

24. Adopt a Resolution authorizing the Chair of the Board of Directors to execute an Outside Service Area Agreement on behalf of the Sonoma Valley County Sanitation District for public sewer service to property located at 295 and 337 Leveroni Road, Sonoma, California; APN: 128-311-060. (2/3 vote required)

SHERIFF'S OFFICE

25. Authorize the Chair to execute an annual Federal Equitable Sharing Agreement and Certification with the U.S. Department of Justice and the U.S. Treasury.

CONSENT CALENDAR (Continued)

MISCELLANEOUS

26. Approve the Minutes of the Meeting of August 12, 2014 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; and Approve the Minutes of the Meeting of August 12, 2014 for the Sonoma Valley County Sanitation District.

APPOINTMENTS/REAPPOINTMENTS

(Item 27)

27. Approve the Reappointment of Jim Redding to the Advisory Council to Area Agency on Aging, for a period of two years, beginning September 23, 2014 and ending on September 23, 2016. (Third District)

IV. REGULAR CALENDAR

(Items 28 through 30)

FIRE AND EMERGENCY SERVICES

28. Adopt a 30-Day extension of the Resolution proclaiming a local state of emergency in the Sonoma County Operational Area due damage arising from the August 24, 2014, South Napa Earthquake.

GENERAL SERVICES/ AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR AND SONOMA COUNTY WATER AGENCY AND SONOMA COUNTY PUBLIC FINANCING AUTHORITY

(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

29. Sonoma County Energy Independence Program Bonding Authorization –
    (A) Acting as the Board of Directors of the Sonoma County Public Finance Authority: Adopt resolutions and approve agreements with the County authorizing continued issuance and sale of revenue bonds, determination of interest rate and loan of funds to the County, to fund the Sonoma County Energy Independence Program; and
    (B) Acting as the County Board of Supervisors: Adopt resolutions authorizing the Treasurer to invest in bonds issued by the Public Finance Authority and determining bond interest rate, and authorizing execution of various related agreements with the Public Finance Agency, including a bond purchase agreement and a loan agreement; and
    (C) Acting as the Directors of the Sonoma County Water Agency: Adopt resolutions withdrawing funds from the County Treasury Pool, and authorizing the withdrawn funds to be invested in Sonoma County Energy Independence Program bonds as a long-term Water Agency investment.
    (D) Accept brief update report on PACE Loss Reserve Program and Commercial PACE Activity.

COUNTY ADMINISTRATOR/COUNTY COUNSEL

30. County Legal Services Project for Unaccompanied/Undocumented Minors –
    (A) Authorize County attorneys to represent a limited number of undocumented/unaccompanied children in federal deportation proceedings on a pro bono basis with the assistance of other County support and staff.
    (B) Find under Government Code section 26277 that committing County resources to such a program is necessary to meet the social needs of the community and serves a critical public purpose, and is in the best interest of the County and the general public.

V. CLOSED SESSION CALENDAR

(Items 31 through 34)

31. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation – Renewed Efforts of Neighbors Against Landfill Expansion, an unincorporated association vs. County of Sonoma, a political subdivision of the State of California; Sonoma Compost Company, a corporation; Sonoma County Waste Management Agency, a public agency, U.S. District Court-Northern District Case No.: 3:14-cv-03804 TEH, (Gov't. Code Section 54956.9(d)(1)).

32. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation – Estate of Andy Lopez, by and through successors in interest, Rodrigo Lopez and Sujay Cruz, and Rodrigo Lopez and Sujay Cruz, individually, vs. Erick Gelhaus, County of Sonoma, Does 1 through 10, inclusive. U.S. District Court Northern District of California CV-13-05124, PJH, (Gov't. Code Section 54956.9(d)(1)).

33. The Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Conference with Legal Counsel - Existing Litigation – Millview County Water District, et al. v. California State Water Resources Control Board, et al. (Mendocino County Superior Court Case No. SCUK-CVPT-12-59715), (Gov't. Code Section 54956.9(d)(1)).

34. The Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Conference with Legal Counsel – Potential Initiation of Litigation - Millview County Water District water rights matters, (Gov't. Code Section 54956.9(d)(4)).

VI REGULAR AFTERNOON CALENDAR

(Items 35 through 39)

2:00 P.M. - RECONVENE FROM CLOSED SESSION

35. Report on Closed Session.

36. **PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA** (Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. 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, and generally may only listen.)

37. Permit and Resource Management Department: Review and possible action on the following:
    a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
    b) Acts and Determinations of Project Review and Advisory Committee
    c) Acts and Determinations of Design Review Committee
    d) Acts and Determinations of Landmarks Commission
    e) Administrative Determinations of the Director of Permit and Resource Management

GENERAL SERVICES

38. **2:10 P.M. –** Conduct a Public Hearing. Pursuant to Public Contract Code section 22044 the County of Sonoma shall report findings as determined by the California Uniform Construction Cost Accounting Commission.

39. **ADJOURNMENTS**

NOTE: The next regular meeting will be held on September 30, 2014.

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

1. October 7th (PM) – Re-adoption of Official Zoning Database for Coastal Zone.
2. October 14th (PM) – Curreri General Plan Amendment/Zone Change Lot Line.
3. November 14th (PM) - Riparian Corridor Zoning Amendments.
4. November 25th (AM) - Riparian Corridor Zoning Amendments.

County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: September 23, 2014

Vote Requirement: majority

Department or Agency Name(s): District Attorney's Office, Probation Department, Sheriff's Office, Health Services, Human Resources – Commission on the Status of Women, Human Services

Staff Name and Phone Number:
Christine M. Cook (707) 565-2428

Supervisorial District(s):

Title: Domestic Violence Awareness Month

Recommended Actions:

Resolution proclaiming October 2014 to be Domestic Violence Awareness Month in Sonoma County.

Executive Summary:

Background: On behalf of the many public and private agencies working together to improve services, and to prevent and respond to domestic violence, six departments – the District Attorney's Office, the Probation Department, the Sheriff's Office, Health Services, Human Services and Human Resources – Commission on the Status of Women, have come together, with the support of our community-based partners, to seek a resolution proclaiming October 2014 as Domestic Violence Awareness Month in Sonoma County.

Communities around the nation come together during October to mourn those who have died as a result of domestic violence, to celebrate those who have survived domestic violence, and to honor and connect with those who work tirelessly to put an end to domestic violence. For over two decades, purple ribbons have served as visual gestures of support for victims of domestic violence. No one is able to pinpoint the history of the purple ribbon, but it symbolizes survival, courage, honor and dedication to ending domestic violence. It is also used to raise awareness in communities about the crime of domestic violence, and has been recognized by state legislatures.

SONOMA COUNTY DISTRICT ATTORNEY'S OFFICE

The District Attorney has made domestic violence a top priority of her office. Senior attorneys are assigned to the Domestic Violence and Sexual Assault Unit and prosecute all felony domestic violence cases in the county, while specially assigned attorneys in the unit handle all misdemeanor domestic violence cases. The cases are handled according to the vertical prosecution concept, which means the same prosecutor, specially trained in the subject matter, handles each case from filing determination

through trial or plea and sentencing. These prosecutors work closely on their cases with the assigned D.A. investigator, victim advocate, and law enforcement agency detectives. Victim advocates, claims specialists and a victim restitution specialist all provide victims a variety of services related to victims' participation in the criminal justice system and to assist in recovering from crimes' devastating impacts. Such services include court accompaniment, explaining the criminal justice process and crime victim rights, assistance obtaining restitution and in completing forms to receive reimbursement for out-of-pocket expenses related to the victimization. The District Attorney's Office is committed to working with our law enforcement, county and community partners to hold family violence offenders accountable and to help victims heal.

Through a collaborative community response, we are celebrating the third anniversary, this month, of the grand opening of the Family Justice Center Sonoma County (FJCSC), where family violence victims receive comprehensive services in one location. The Sheriff's Office, Health Services and Human Services are working with the District Attorney's Office, and many other community partners and law enforcement agencies, including the YWCA Sonoma County, Verity, Council on Aging, Catholic Charities, Legal Aid of Sonoma County, Inter-Tribal Council of California, as well as the Santa Rosa Police Department, to provide those services. The partners seek to empower victims of family violence to live free from violence and abuse by providing wrap-around services through a single point of access. We follow best practices in the field, track our outcomes, and build on strong interagency collaboration to protect the vulnerable, stop the violence, and restore hope. With the approaching 18-month anniversary of the relocation of Redwood Children's Center in the FJCSC, we have seen an increase in agency integration to better serve all victims of family violence.

SONOMA COUNTY PROBATION DEPARTMENT

The Sonoma County Probation Department has operated a specialized Domestic Violence unit since 1995. The goals of the Domestic Violence unit are to help break the cycle of family violence, assist those already affected by family violence with the healing process and to safeguard victims and children.

At present, the Domestic Violence unit supervises approximately 420 offenders. These offenders are convicted of both misdemeanor and felony offenses. The law mandates completion of a 52-week batterers' intervention program as a condition of any grant of probation related to an act of Domestic Violence. Offenders are referred to one of six Domestic Violence intervention programs in Sonoma County, which are certified annually by the Probation Department. Offenders are required to work in group therapy on identifying triggers to violence, alternatives to violence, and communication skills. Most offenders tell their Probation Officers that they have learned a great deal from participation in these programs. Many offenders and victims have relayed that attendance has literally, "changed our lives for the better."

Using validated risk and need assessment tools, the eight Probation Officers of the Domestic Violence unit develop individualized case plans that attempt to address the core factors that brought an offender into the criminal justice system. These Officers also act to hold offenders accountable for non-compliance with the imposed conditions of probation and established case plans. Accountability and advancement of case plan goals are achieved through meetings with offenders in an office setting, compliance checks in their homes and other community settings and referral to appropriate service providers.

Probation Officers work closely with the victims of Domestic Violence. Victims are contacted upon an offender's initial placement on a grant of probation so that the probation supervision and future court processes can be explained to them. Ongoing contact with victims is maintained so their concerns, need for restitution and emerging issues can be addressed as part of the supervision case plan.

The Domestic violence cases supervised by the Probation Department are all heard by a specialized Court. The progress of each offender is periodically reviewed by this Court. Assigned Probation Officers prepare reports for these Court reviews that outline an offender's compliance with the imposed terms and conditions of probation, progress in related forms of treatment and any concerns of the victim.

SONOMA COUNTY SHERIFF'S OFFICE

In the calendar year for 2013, the Sheriff's Office, including Windsor Police Department and Sonoma Police Department, investigated 531 cases of domestic violence involving physical violence (intimate partner abuse and domestic battery). In 2012, the Sheriff's Office investigated 479 cases.

Additionally, the Sheriff's Office investigated domestic violence cases that also were comprised of terrorist threats, stalking, false imprisonment, violation of domestic violence restraining orders, and assault with a deadly weapon. During 2013, patrol responded to 2,037 calls for service involving Domestic Related Incidents of Family Violence. In 2012, we responded to 2,145 calls for service.

Through a partnership with the Family Justice Center Sonoma County, victims of domestic violence are referred for centrally located advocacy services helping to achieve our goal of ending family violence in the county. The Sonoma County Sheriff's Office takes the issue of domestic violence very seriously; it is therefore given our utmost priority.

SONOMA COUNTY DEPARTMENT OF HEALTH SERVICES

The Department of Health Services remains a committed partner in working for the safety, support and restoration of victims of domestic and family violence. During home visits, our public health nurses and social workers actively screen for domestic violence and educate individuals on how to access community resources for support. Our Maternal Child and Adolescent Health staff members provide education to community health care providers to ensure that all women are screened for intimate partner violence. Department of Health Services' staff members participate in the Teen Health Advocacy Coalition which works with schools to implement curriculum that supports prevention through promoting positive communications in relationships. Our Sexual Assault Response Team (SART) provides 24-hour seven days a week on-call forensic examination services for adult and child victims of sexual assault or abuse and works collaboratively with the Human Services Department, the District Attorney's Office, local law enforcement, and community partners, such as Sutter Hospital, the YWCA Sonoma County, and Verity.

Our Health Policy, Planning and Evaluation (HPPE) division also partners with YWCA Sonoma County and Verity to implement Coaching Boys Into Men, a violence prevention program that works closely with coaches from school and community based athletic programs to teach their young male athletes about the importance of respect for themselves, others, and particularly women and girls. Addressing the issue of intimate partner violence, HPPE continues to support the expansion of the YWCA Safe House, which provides shelter, prevention, and treatment services to women. The Family Justice Center Sonoma County centralizes services for family violence-related issues and HPPE helps support outreach

efforts so that all victims of family violence are aware of the comprehensive services offered.

In collaboration with Public Health, Behavioral Health, and community partners, HPPE is leading the effort in examining and addressing the root causes of domestic and family violence through Health Action and the recently published *A Portrait of Sonoma County* disparities report. Furthermore, HPPE is developing a comprehensive Violence Prevention Initiative, which will include a close examination of family and domestic violence in Sonoma County.

SONOMA COUNTY DEPARTMENT OF HUMAN RESOURCES

Commission on the Status of Women

The Commission on the Status of Women continues to be a major supporter of community-wide activities to support Domestic Violence Prevention. The effects of domestic violence in our society continue to impact economics, healthcare, housing, schooling, family justice and many psycho-social aspects of life. Domestic violence as a societal issue and a legal issue will remain one of the focuses of the Commission on the Status of Women.

FAMILY VIOLENCE PREVENTION COUNSEL (FVPC) AND SUBCOMMITTEES

The Family Violence Prevention Council (FVPC) consists of over thirty members representing an array of agencies, departments and organizations in Sonoma County. The FVPC provides an ongoing forum for collaboration among service providers who assist victims of family violence and their children, batterers' treatment providers, the courts, criminal justice partners, and civil legal services. The Council is co-chaired by the Sonoma County Superior Court and the District Attorney. The Council supports training, educational and outreach opportunities to raise awareness in the field and in the public on the importance of breaking the cycle of violence. The Council, and its subcommittees, reviews, discusses and updates law enforcement protocols and policies and court and legal practices, as necessary, to ensure consistency in response to incidents of family violence throughout our County.

SONOMA COUNTY HUMAN SERVICES DEPARTMENT

The Human Services Department (HSD) is committed to protecting vulnerable children and adults from all forms of abuse and violence, and to promoting maximum independence and well-being for individuals and families. Child welfare social workers, Adult Protective Services social workers, employment counselors, and eligibility workers all assess clients for domestic violence and refer to services as appropriate. Additionally, social workers assist clients in obtaining protective orders when necessary. Moreover, HSD is the lead agency for the Redwood Children's Center where a specialized and multi-disciplinary team interviews child and adult victims of sexual abuse or assault, preventing the need for separate and multiple interviews.

YWCA SONOMA COUNTY

October 4: Join us at Montgomery Village noon to 3 o'clock for the "Rockin' Concert Series." Proceeds from beverage sales support YWCA Sonoma County. Also, the same day, "shh . . . it's a private sale" at Chico's - ALL DAY . . . shop to support YWCA!

October 6: Play golf with us at the 2014 Mercedes Benz Dealers Championship at Sonoma Golf Club register at http://www.santarosamercedesbenzchampionships.com/

October 7 (4:00 - ?): Meet us for the City of Santa Rosa Proclamation AND come on over to Ricardo's

Bar & Grill, 2700 Yulupa Avenue, for our "Dine & Donate" - includes lunch if you prefer!

October 9, 16, 23 and 30: Announcing the 5th Annual Changing Hurt to Hope Writer's Series – Survivors share their stories through essay, fiction and poetry, every Thursday in October – held in Santa Rosa, Sonoma, Petaluma and Cloverdale - **Book Launch for Changing Hurt to Hope anthology,** "Cry of the Night Bird" in Santa Rosa, Thursday, October 89th Finley Center - tickets are $20 and includes copy of the book.

October 13 – 19: Honoring the "Week without Violence" -- please wear purple in your support of domestic violence awareness.

October 14 (5:30-8:30 pm): "October E.V.E. – Ending Violence for Everyone" event at Lagunitas in Petaluma featuring Wonderbread Five;

October 17 (6 p.m.) "Coaching Boys Into Men" (CBIM) Football Game - Newman versus Casa Grande at Casa - presentation from coaches and players on the educational curriculum of CBIM facilitated by YWCA Sonoma County in partnership with Verity.

Check out our Facebook page for updates on weekly "Pass the Purple Purse" campaign through Allstate Insurance - your donations make us eligible to win weekly cash awards to support our services.

The following outreach efforts are also underway:

- Sonoma County Transit: Bus signage recognizing DVAM
- Proclamations from various Sonoma County cities
- YWCA DVAM Awareness signage in key civic locations
- Clothesline Survivor T-Shirt art displays at various county-wide locations
- Look for purple ribbons tied to law enforcement vehicles county-wide

"Ending domestic violence in Sonoma County through education, awareness and empowerment."

Prior Board Actions:

Since 1982, the Board of Supervisors has proclaimed October to be Domestic Violence Awareness Month. The District Attorney's Office has joined with the Probation Department, the Sheriff's Office, Health Services, Human Services and Human Resources' Commission on the Status of Women, with support from our community-based partners in requesting this proclamation. All partners join in the request for recognition of Sonoma County's efforts to prevent and respond to domestic violence.

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

Fiscal Summary - FY 14-15			
Expenditures		**Funding Source(s)**	
Budgeted Amount	$		$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Resolution; YWCA October Calendar

Related Items "On File" with the Clerk of the Board:

County of Sonoma
State of California

Item Number: _____

Date: September 23, 2014 Resolution Number: _____

☐ 4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Proclaiming the Month of October 2014 to be Domestic Violence Awareness Month in Sonoma County

Whereas, domestic violence is a crime and does not discriminate, crossing all ethnic, social, political, class and gender lines; and

Whereas, domestic violence involves the systematic use of force, threats and intimidation to establish and maintain control of the victim; and

Whereas, stopping the cycle of violence in the home requires the support and involvement of all those in the criminal justice system and community-based agencies who provide support services to victims, along with the courage and resolve of the survivors; and

Whereas, communities around the nation come together during October to mourn those who have died as a result of domestic violence, to celebrate those who have survived domestic violence, and to honor those who work tirelessly to put an end to domestic violence;

Whereas, enhanced prevention and intervention efforts increase awareness of the severity and extent of domestic violence, conveying the message to perpetrators that domestic violence will not be tolerated in Sonoma County; and

Whereas, The Board of Supervisors recognizes the ongoing efforts of the Commission on the Status of Women, the Family Justice Center Sonoma County, the Sonoma County Sheriff's Office, the District Attorney's Office, the Probation Department, the Department of Health Services, Sonoma County Courts, the YWCA, and other law enforcement agencies, County departments and community groups for working together to end the cycle of domestic violence and improve victims' services.

Now, Therefore, Be It Resolved that the Board of Supervisors, in recognition of the community effort to address domestic violence, hereby proclaims October 2014 to be Domestic Violence Awareness Month in Sonoma County

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

SO ORDERED

October is DVAM

Domestic Violence Awareness Month

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Mon. Sept. 15 Petaluma Proclamation at 7:00pm 11 English St.	**Tues. Sept. 23** Sonoma County Board of Supervisors 8:30am 575 Administration Ave	ywca sonoma county *a brand new day...*	1 Windsor Proclamation at 6:00pm 9192 Old Redwood Hwy	2 	3 	4 Montgomery Village Rockin' Concerts 12-3pm *Village Court* *Shhh... it's a secret private sale Chico's 10am-7pm*
5 Faith Community Presentation	6 Mercedes-Benz Golf Tournament at Sonoma Golf Club Sonoma Proclamation at 6:30pm No. 1 the Plaza Healdsburg Proclamation at 6:00pm 401 Grove St.	7 Sebastopol Proclamation at 6:00pm 7120 Bodega Ave. Santa Rosa Proclamation at 4:00pm 100 Santa Rosa Ave.	8 Look for purple ribbons tied to law enforcement vehicles!	9 CHANGING HURT TO HOPE *The Finley Center 2060 W. College Ave. Santa Rosa at 6:00 pm* ***Book Launch Event*** *Cry of the Night Bird*	10 **Wear Purple any day of the month to show your support!**	11 Monthly Radio Airplay of Hometown Hero Spot KZST 100.1
12 Faith Community Presentation	13 *Week without Violence*	14 OCTOBER E. V. E. ywca Lagunitas 4:00-9:00 Advance ticket price $25	15 Purple Purse ALLSTATE FOUNDATION www.crowdrise.com/youngwomenschristian47	16 CHANGING HURT TO HOPE *Petaluma* *Latino Health Forum Event 7:30am—4:30 pm Flamingo Hotel*	17 CBIM Football Game Case Grande vs. Cardinal Newman at Cardinal Newman 50 Ursuline Rd., Santa Rosa	18 Faith Community Presentation
19 	20 	21 Transit Bus ads!	22 Cloverdale Proclamation at 6:30pm 124 N. Cloverdale Blvd.	23 CHANGING HURT TO HOPE *Sonoma*	24 Direct Mail & e-blast campaign	25 Faith Community Presentation
26	27 George Peterson Insurance Coat Drive for kids	28 Press Democrat half page ads	29 Ending Domestic Violence	30 CHANGING HURT TO HOPE *Cloverdale*	31 Halloween 	

ywca sonoma county

24/7 hotline 707-546-1234

www.ywcasc.org

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:	Sonoma County Board of Supervisors
Board Agenda Date:	September 23, 2014
Vote Requirement:	Majority
Department or Agency Name(s):	
Staff Name and Phone Number:	William F. Rousseau, 707-565-1877
Supervisorial District(s):	All
Title:	Gold Resolution Recognizing September 23, 2014, as National Voter Registration Day.

Recommended Actions:

Adopt Gold Resolution recognizing September 23, 2014, as National Voter Registration Day.

Executive Summary:

None.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The goal of recognizing National Voter Registration Day is to encourage all eligible Californians to register to vote and thus increase voter participation in the democratic process.

Fiscal Summary - FY 13-14

Expenditures		**Funding Source(s)**	
Budgeted Amount	$		$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):			
Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Gold Resolution.			
Related Items "On File" with the Clerk of the Board:			

County of Sonoma
State of California

Item Number: _____

Date: September 23, 2014 Resolution Number: _____

☐ 4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Recognizing September 23, 2014, as National Voter Registration Day.

Whereas, California's Secretary of State, the State's chief election official, is committed to strengthening democracy by encouraging voter registration and increasing participation in all elections; and

Whereas, the County of Sonoma actively supports this objective; and

Whereas, civic-minded people and organizations have collaborated to establish September 23, 2014, as National Voter Registration Day, with the goal of creating awareness of local elections and motivating Americans to vote in the coming months; and

Whereas, it is easier than ever for Californians to apply to vote at anytime, anywhere, with the online registration application created by the California Secretary of State, and residents of Sonoma County can also link to the application on many County web sites; and

Whereas, many people are unaware that they must reregister to vote when they have a change of name, a change of address, or wish to change their political party preference; and

Whereas, the strength of our democracy depends on the willingness of its citizens to participate by choosing the people who will lead them and by voicing their opinions on matters that come before the voters on Election Day,

Now, Therefore, Be It Resolved, that the Sonoma County Board of Supervisors does hereby recognize September 23, 2014, as National Voter Registration Day, and encourages all eligible residents of Sonoma County to register to vote.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: September 23, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:
Supervisor David Rabbitt, 707/565-2241

Supervisorial District(s):
Second District

Title: Gold Resolution

Recommended Actions:

Approve a resolution Honoring and Congratulating the Petaluma Riding and Driving Club on the Occasion of their 75th Anniversary.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$		$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):			
Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			

County of Sonoma
State of California

Item Number: _____

Date: September 23, 2014 Resolution Number: _____

☐ 4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Honoring and Congratulating the Petaluma Riding and Driving Club on the Occasion of their 75th Anniversary

Whereas, The Petaluma Riding and Driving Club (PRDC) was founded in 1939 to provide an opportunity for the Petaluma horse and cattle community to ride, socialize and participate in local activities and needs while working to promote horsemanship and Sonoma County equine heritage; and

Whereas, Since its inception in 1939, the PRDC has grown from a handful of members and a small piece of property to a membership of more than 300 adult and junior members on approximately 10 acres of land with two lighted arenas, a round pen, ranch sorting pens and a clubhouse; and

Whereas, The PRDC and their Junior Club are well known for winning titles at the California State Horseman Association Championships, the Grand National Rodeo and Livestock Show, and the Western States Equestrian Drill Team Association; and

Whereas, The PRDC was created to bring horse enthusiasts together, and over the years members continue to promote riding and driving by organizing horse shows, cattle events and creating a youth organization – the membership takes great pride in the PRDC's 75 year history in the beautiful community of Petaluma where they continue to be active and thrive;

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors Honors and Congratulates the Petaluma Riding and Driving Club on the Occasion of their 75th Anniversary.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: September 23, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Gold Resolution

Recommended Actions:

Gold Resolution Celebrating the 30th Anniversary of the Society of St. Vincent de Paul Free Dining Room

Executive Summary:

Prior Board Actions:

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

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$	County General Fund	$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):			
Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			

County of Sonoma
State of California

Item Number: _____

Date: September 23, 2014 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Expressing Appreciation To The Society Of St. Vincent de Paul Free Dining Room For Its 30 Years Of Providing Hot, Nutritious Meals To Those In Need.

Whereas, the Society of St. Vincent de Paul of Sonoma, founded in 1958 as a non-profit organization, is one of the most trusted and reputable social service agencies in the North Bay; and

Whereas, the Society is an independent lay organization, funded entirely by private donation, which serves and employs people of all faiths; and

Whereas, in 1984, the Society opened the Free Dining Room in Santa Rosa, and today it is one of the oldest and largest facilities of its kind in Santa Rosa; and

Whereas, during the last year over 85,000 hot, nutritious meals have been served to those in need, including men, women and children; and

Whereas, meals are served seven days per week, 365 days per year, including a special Christmas meal with "Toys for Tots" gifts for children; and

Whereas, the Free Dining Room relies on the kind support of many people from varied backgrounds who volunteer in excess of 10,000 hours of time each year; and

Whereas, many grocery/specialty stores, restaurants, the Redwood Empire Food Bank, and other suppliers generously donate over $700,000 of food per year, helping to keep our program cost-effective.

Now, Therefore, Be It Resolved Sonoma County Board of Supervisors congratulates the Society of St. Vincent De Paul Free Dining Room on its 30th anniversary and thanks the St. Vincent De Paul for the invaluable service it provides to the residents of Sonoma County.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: September 23, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:
Supervisor Mike McGuire, 565-3758

Supervisorial District(s):
Fourth District

Title: Gold Resolution

Recommended Actions:

Darlene Elena Vanderpool for her contributions to the County of Sonoma

Executive Summary:

None

Prior Board Actions:

None

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$	County General Fund	$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):			
Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution			
Related Items "On File" with the Clerk of the Board:			

County of Sonoma
State of California

Item Number: _____

Date: September 23, 2014 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing The Contributions Of Darlene Elena Vanderpool for her contributions to the County of Sonoma

Whereas, Darlene Elena Jordan took the Loyalty Oath on August 17, 1984 to support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic ; and

Whereas, her personnel file is brimming with letters of commendation. In December 1985 Darlene was acknowledged for her professionalism by District Attorney Gene L. Tunney; and

Whereas, one attorney wrote to a Chief DDA in 1991 that Darlene was very capable, doing her job with unusual competency, courtesy and respect; and

Whereas, Darlene Vanderpool was commended for her decision making ability and judgment by District Attorney J. Michael Mullins in November, 1995;

Whereas, Darlene Vanderpool has maintained high work standards for herself and earned the Excalibur Award by her peers in 1995 as a Clerk Typist III; and

Whereas, Darlene Vanderpool earned a commendation from Chief Criminal Investigator Mike Griffith for her job performance assisting with Grand Jury proceedings in January, 2004; and

Whereas, Legal Assistant Darlene Vanderpool was commended by District Attorney Stephan Passalacqua for her work coordinating exhibits on a homicide case in 2005; and

Whereas, Legal Assistant Darlene Vanderpool was recognized by Chief Deputy District Attorney Spencer Brady for her work in a multi-defendant homicide case in 2010;

Whereas, Darlene took pride in her work, but one of the things that she was most proud of was the fact that she could track down an address of almost anyone. She used all her resources, and then some, and usually found the person that no one else was able to; and

Whereas, Darlene did an outstanding job as the department photographer, and because she worked in almost every unit in the office, Darlene was the go-to person for procedural questions, contacts in other departments, and also a great technical support person; and

Whereas, she brought outstanding skill and dedication to serving the public to her job ever day. Darlene is commended by District Attorney Jill Ravitch for her incredible diligence, organization, patience, and ever present smile.

Now, Therefore, Be It Resolved the Board of Supervisors hereby recognizes Darlene Vanderpool's consistent and dedicated work performance in an array of job capacities during her 30 years of employment with the County of Sonoma always providing a high level of service to the County's mission and providing excellent service to the community.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma Agenda Item Summary Report Clerk of the Board 575 Administration Drive Santa Rosa, CA 95403	**Agenda Item Number:** 6 (This Section for use by Clerk of the Board Only.)

To:	Board of Directors of the Sonoma County Agricultural Preservation and Open Space District		
Board Agenda Date:	September 23, 2014	**Vote Requirement:**	Majority
Department or Agency Name(s):	Agricultural Preservation and Open Space District		
Staff Name and Phone Number:		**Supervisorial District(s):**	
Curtis Kendall, 565-7351		District 5	
Title:	Habitat Conservation Fund Grant Application		

Recommended Actions:

Approve resolution of the Directors of the Sonoma County Agricultural Preservation and Open Space District authorizing the submission of an application for $300,000 in grant funds from the California Habitat Conservation Fund Program to assist in the acquisition of the Howlett Forest Conservation Easement.

Executive Summary:

The mission of the California Department of Parks and Recreation (D.P.R.) is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural, cultural, and historical resources, and creating opportunities for high-quality outdoor recreation. The Habitat Conservation Fund (H.C.F.) is a local assistance program of the D.P.R.

The intent of the H.C.F. program is to protect, restore, and enhance wildlife habitat and fisheries that are vital to maintaining California's quality of life. The impacts of the increase in the state's human population results in an urgent need to fund programs that protect rapidly disappearing wildlife habitats that support California's unique and varied wildlife resources.

The District intends to apply to the H.C.F. program for grant funds of $300,000 to assist the District in acquiring a conservation easement over the Howlett Forest property, which is located north of the community of Annapolis. A conservation easement over this property would secure protection of some of the largest redwood trees in the region and of documented Northern Spotted Owl habitat.

Submission of the H.C.F. application for the Howlett Forest project does not commit the District to any particular outcome. However, if H.C.F. funds are awarded for project, matching funds required by the grant would be provided by the District, and additional outside funding as needed, dependent upon successful negotiation, approval by the Fiscal Oversight Commission, and ultimately approval of a

subsequent resolution of the Board of Directors of the District.

Prior Board Actions:

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The project protects, restores and maintains public lands and open space systems that promote recreation, health, agricultural viability and protects watersheds, promotes biodiversity and contributes to the area's economic vitality.

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$ 300,000		$
Add Appropriations Reqd.	$	State/Federal	$ 300,000
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):

The Howlett Forrest project is budgeted and will proceed even if the grant is not received. A future item will be brought to the Board if the grant is awarded.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

1. Howlett Location Map
2. Resolution
3. Sample Grant Contract

Related Items "On File" with the Clerk of the Board:

None

Item Number: _____

Date: September 23, 2014 Resolution Number: _____

☐ 4/5 Vote Required

Resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, State of California, Approving the Application for Grant Funds from the Habitat Conservation Fund Program to Assist in the Acquisition of the Howlett Forest Conservation Easement.

Whereas, the people of the State of California have enacted the California Wildlife Protection Act of 1990, which provides funds to the State of California for grants to local agencies to acquire, enhance, restore or develop facilities for public recreation and fish and wildlife habitat protection purposes; and

Whereas, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the HCF Program, setting up necessary procedures governing project application under the HCF Program; and

Whereas, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

Whereas, the applicant will enter into a contract with the State of California to complete the project(s);

Now, Therefore, Be It Resolved that this Board of Directors hereby:

1. Approves the filing of applications for the Habitat Conservation Fund Program; and
2. Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the required match and sufficient funds to complete the project; and
3. Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that the applicant has reviewed, understands, and agrees to the provisions contained in the contract shown in the Grant Administration Guide; and

5. Delegates the authority to the District General Manager to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the project.
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and Adopted the 23 day of September 2014.

I, the undersigned, hereby certify that the foregoing resolution number _____ was duly adopted by the Board of Directors following a roll call vote:

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

HABITAT CONSERVATION FUND PROGRAM
GRANT CONTRACT

GRANTEE
_____

GRANT PERFORMANCE PERIOD is from _____ through _____

CONTRACT PERFORMANCE PERIOD is from _____ through _____

PROJECT TITLE _____ PROJECT NUMBER_____

The grantee agrees to the terms and conditions of this contract, hereinafter referred to as agreement, and the State of California, acting by and through the California Department of Parks and Recreation, agrees to fund the total grant amount indicated below. The grantee agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE/cost estimate form of the APPLICATION submitted to the State of California.

GRANT SCOPE:

Total grant amount not to exceed $ _____OR 50% of the eligible project costs, whichever is less.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

_____
Grantee

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By_____
Typed or printed name of Authorized Representative

By_____

_____
(Signature of Authorized Representative)

Title_____

Date _____

Date _____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE $		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE $		APPROPRIATION	HABITAT CONSERVATION FUND PROGRAM		
ADJ. DECREASING ENCUMBRANCE $		ITEM CALSTARS VENDOR NUMBER			
UNENCUMBERED BALANCE $		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	PCA		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

GRANT CONTRACT

I. RECITALS

1. This agreement is entered into between the State of California, by and through the California Department of Parks and Recreation (hereinafter referred to as "STATE") and _____(hereinafter referred to as "grantee").

2. The California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780 (the ACT) authorizes the STATE to award grants to eligible entities.

3. Pursuant to the California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780, the STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this $2,000,000 GRANT program was made available through the California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9 (commencing with Fish and Game Code § 2780).

4. The STATE hereby grants to grantee a sum (hereinafter referred to as "grant monies") not to exceed _____ Dollars ($_____), subject to the terms and conditions of this agreement, the HCF Application GUIDES, any legislation applicable to the ACT and the APPLICATION.

5. In consideration thereof grantee agrees to abide by the terms and conditions of this agreement as well as the provisions of the ACT. Grantee acknowledges that the grant monies are not a gift or a donation.

6. In addition to the terms and conditions of this agreement, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this agreement.

   a. The Grant Administration Guide
   b. The APPLICATION GUIDE
   c. The submitted APPLICATION

II. SPECIAL PROVISIONS

1. This agreement includes the following special provisions, when project circumstances warrant (by either party):

III. GENERAL PROVISIONS

A. Definitions

As used in this agreement, the following words shall have the following meanings:

1. The term "ACT" means the statutory basis for this grant program.

2. The term "APPLICATION" means the individual project APPLICATION packet for a grant pursuant to the enabling legislation and/or grant program process Grant Administration Guide requirements.

3. The term “ACQUISITION” means to obtain fee title of real property or a permanent easement which provides the recipient permanent rights to use the property for the purposes of the project. Leases or rentals do not constitute ACQUISITION.

4. The term “CONTRACT PERFORMANCE PERIOD” means the period of time described on page 1 of this agreement.

5. The term “DEVELOPMENT” (trails category only) means capital improvements to real property by, but not limited to, improvement, construction, reconstruction, and/or protection of permanent or fixed features of the property.

6. The term “ENHANCEMENT” means to increase the habitat value of the land to benefit the targeted species.

7. The term “GRANT PERFORMANCE PERIOD” means the period of time described on page 1 of this agreement, during which eligible costs can be charged to the grant and which begins on the appropriation date and ends on the fund liquidation date.

8. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE /cost estimate form found in the APPLICATION.

9. The term “GUIDES” means the documents identified as the APPLICATION and Grant Administration GUIDES for the Habitat Conservation Fund program for deer/mountain lion habitat, rare, endangered, threatened, or fully-protected species habitat, wetlands, anadromous salmonids and trout habitat, riparian habitat, trails, and WILDLIFE AREA ACTIVITIES, as incorporated by reference in Title 14, California Code of Regulations, Section 4870-4877.

10. The term “RESTORATION” means the act of bringing either land or a species back into a former, non-impaired condition.

11. The term “STATE” refers to the State of California acting by and through the Department of Parks and Recreation.

12. The term “WILDLIFE AREA ACTIVITIES” means an event, or series of events to be accomplished with grant funds, such as a nature interpretation, educational, or other enrichment project, (e.g., classes, trips, etc.), organized and/or conducted by the grantee, and intended to bring urban residents into park and wildlife areas.

B. Project Execution

1. Subject to the availability of grant monies in the ACT, the STATE hereby grants to the grantee a sum of money not to exceed the amount stated on page 1 of this agreement, in consideration of, and on condition that, the sum be expended in carrying out the purposes set forth in the GRANT SCOPE, and under the terms and conditions set forth in this agreement.

   The grantee shall assume the obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE.

2. After the STATE has approved the APPLICATION, all changes and alterations to the GRANT SCOPE must be approved in writing by the STATE. Grantee’s failure to comply with this provision may be construed as a breach of the terms of the agreement and result in the termination of payment of the grant monies provided for in this agreement.

   To maintain the integrity of the competitive grant program, the grantee agrees that any other project changes or alterations which deviate from the GRANT SCOPE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The grantee shall complete the GRANT SCOPE in accordance with the time of the GRANT PERFORMANCE PERIOD set forth on page one of this agreement, and under the terms and conditions of this agreement.

4. The grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.).

5. The grantee shall at all times comply with all applicable current laws and regulations affecting ACQUISITION, ENHANCEMENT, RESTORATION, DEVELOPMENT, AND WILDLIFE AREA ACTIVITIES projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and the California Unruh Act (California Civil Code §51 et seq.)

6. If the GRANT SCOPE includes ACQUISITION of real property, the grantee agrees to comply at all times with all applicable STATE and local laws or ordinances affecting relocation and real property ACQUISITION.

7. Grantee agrees that lands acquired with grant monies shall not be acquired through the use of eminent domain.

C. Project Costs

1. Grantee agrees to abide by the GUIDES.

2. Grantee acknowledges that the STATE may make reasonable changes to its procedures as set forth in the GUIDES. If the STATE makes any changes to its procedures and guidelines, the STATE agrees to notify grantee within a reasonable time.

D. Project Administration

1. If the STATE advances grant monies for ACQUISITION projects, the STATE shall place the grant monies in an escrow account. If grant monies are advanced and not expended, the unused portion of the advanced funds shall be returned to the STATE within 60 days after the close of escrow.

2. If grant monies are advanced for an ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project, the advanced funds shall be placed in an interest-bearing account until expended. Advanced funds must be spent within six months from the date of receipt, unless the STATE waives this requirement. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the advance and any unused interest earned shall be returned to the STATE within 60 days after project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier.

3. The grantee shall submit a written status report within 30 calendar days after the STATE has made such a request. In any event, the grantee shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified on page one of this agreement.

4. The STATE shall have the right to inspect all property or facilities acquired and/or developed pursuant to this agreement and the grantee shall make such property or facilities available for inspection upon 24 hours' notice from the STATE.

5. The grantee and the STATE agree that if the GRANT SCOPE includes ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project activities, final payment may not be made until the work described in the GRANT SCOPE is complete.

6. Any grant funds that have not been expended by the grantee by the date on the PROJECT COMPLETION Certification form, or by end of the GRANT PERFORMANCE PERIOD, whichever is earlier, shall revert to the STATE.

E. Project Termination

1. In the event of non-completion of a GRANT SCOPE, the STATE may request the return of any grant funds advanced or reimbursed.

2. This agreement may be rescinded, modified or amended only by mutual written agreement between the grantee and the STATE, unless the provisions of this agreement provide that mutual agreement is not required for a rescission, modification or amendment.

3. Failure by the grantee to comply with the terms of this agreement, as well as any other agreements that grantee has entered into with STATE, may be cause for suspension of all obligations of the STATE under this agreement unless the STATE determines that such failure was due to no fault of the grantee. In such case, STATE may reimburse grantee for eligible costs properly incurred in performance of this agreement despite non-performance of the grantee. To qualify for such reimbursement, grantee agrees to mitigate its losses to the best of its ability.

4. The grantee agrees that in the event of a breach of this agreement, the STATE may seek, in addition to all remedies provide by law, specific performance of the agreement in accordance with the purpose of the agreement to preserve, protect and increase the quantity and quality of habitat opportunities and/or resources available to the people of the State of California.

F. Budget Contingency Clause

For purposes of this program, if funding for any fiscal year is reduced or deleted by the budget act, executive order, the legislature, or by any other provision of statute, the STATE shall have the option to either cancel this agreement with no liability occurring to the STATE, or offer an amendment to the agreement to reflect a reduced grant amount. This paragraph shall not require the mutual agreement as addressed in Paragraph E, subsection 2, of this agreement.

G. Indemnity

1. The grantee shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement, except valid legal claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. To the fullest extent of the law, the grantee shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of an ACQUISITION, ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The grantee agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et. seq., the grantee shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the STATE shall bear its own litigation costs, expenses, and attorney's fees.

4. The grantee and the STATE agree that in the event of judgment entered against the STATE and the grantee because of the concurrent negligence of the STATE and the grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction.

5. The grantee shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the grantee has certified. The grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The grantee shall maintain satisfactory financial accounts, documents and records for the project and make them available to the STATE for auditing at reasonable times. The grantee also agrees to retain such financial accounts, documents and records for at least five years following project termination or final payment, whichever is later.

2. The grantee shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of grant monies, (b) the total cost of the project, (c) the amount and nature of project funds provided by other sources, and (d) any other records that will facilitate an effective audit of the grant monies.

3. The grantee agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this agreement or matters related thereto during regular office hours. The grantee shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement. Such accounts, documents, and records shall be retained by the GRANTEE for at least 5 years following final payment of grant monies.

4. The grantee shall use a generally accepted accounting system, per state and federal requirements.

I. Use of Facilities

1. The grantee agrees to operate and maintain project sites and/or locations for the duration of the CONTRACT PERFORMANCE PERIOD. If any property is acquired, enhanced, restored, or developed with grant monies, the grantee is required to operate and maintain the same for the duration of the CONTRACT PERFORMANCE PERIOD.

2. The grantee agrees that during the GRANT PERFORMANCE PERIOD, any income earned by the grantee from a STATE-approved use of the project shall be used for project purposes, or, if approved by the STATE, for other purposes within the grantee's jurisdiction.

3. The grantee acknowledges that reasonable public access shall be provided except when that access may interfere with habitat protection.

4. All facilities shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the STATE and except as noted under the special provisions of this agreement or under provisions of the enabling legislation and/or grant program.

5. The grantee agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property acquired, enhanced, restored or developed with grant monies under this agreement shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the STATE.

6. The grantee agrees to use any property acquired, enhanced, restored, or developed with grant monies under this agreement only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the grantee with property of equivalent value and usefulness as determined by the STATE.

7. The property acquired, enhanced, restored, or developed with grant monies may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this agreement and with written approval of the STATE.

8. Any real property acquired or developed with grant monies (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant monies were awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE's rights to enforce performance under this agreement.

9. All real property or rights thereto, acquired with grant monies shall be subject to an appropriate form of restrictive title, rights, or covenants required and approved by the STATE. If the project property is taken by use of eminent domain, grantee shall reimburse the STATE an amount at least equal to the amount of grant monies received from the STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

10. If eminent domain proceedings are initiated against grantee, grantee shall notify the STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The grantee shall not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status in the use of project site(s) as included in the APPLICATION.

2. The grantee shall not discriminate against any person on the basis of residence, and shall not apply differences in admission or other fees on the basis of residence. Fees shall be reasonable and not unduly prevent use by economically disadvantaged members of the public.

K. Severability

If any provision of this agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this end the provisions of this contract are severable.

L. Liability

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE's rights under this agreement to review, inspect, and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

M. Assignability

Without the written consent of the STATE, the grantee's interest in and responsibilities under this agreement shall not be assignable by the grantee either in whole or in part.

N. Section Headings

The headings and captions of the various sections of this agreement have been inserted only for the purpose of convenience and are not a part of this agreement and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this agreement.

O. Waiver

Any failure by a party to enforce its rights under this agreement, in the event of a breach, shall *not* be construed as a waiver of said rights; and waiver of any breach under this agreement shall *not* be construed as a waiver of any subsequent breach.

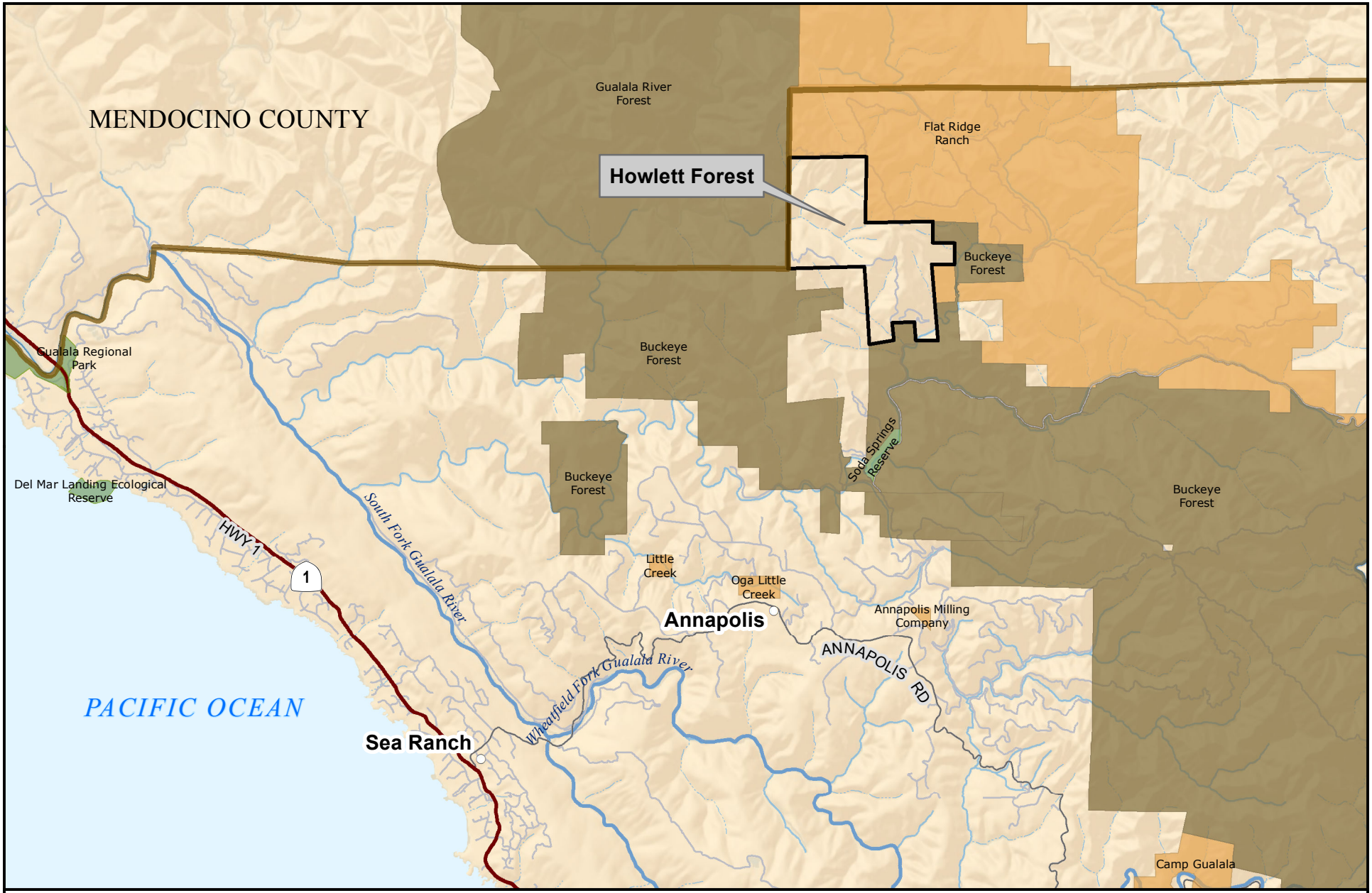
_____
Grantee

By:_____
Signature of Authorized Representative (Position Authorized in the Resolution)

Title:_____

Date: _____

ATTACHMENT 1



SONOMA COUNTY
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

Howlett Forest Location Map

0 1 2 Miles

Private Conservation Organization Fee Title

Conservation Easement

Public Fee Title

N

Map Date: 9/5/2014
Sources: Protected Lands (CAPAD/CCED); Streams (SCWA); Roads, Communities (County GIS); Shaded Relief (ESRI)
This map is for illustrative purposes only and is not intended to be a definitive property description.

C.Kendall S:\GISProjects\Howlett\PDFs\howlett_location_map.pdf

County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors of the Sonoma County Agricultural Preservation and Open Space District; and Board of the Supervisors of Sonoma County

Board Agenda Date:	September 23, 2014	**Vote Requirement:**	Majority

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

Staff Name and Phone Number:	**Supervisorial District(s):**
Sheri J. Emerson, 565-7358	All

Title: Amendment to Land Maintenance Services Contract with Regional Parks

Recommended Actions:

Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute an amendment to an existing land maintenance services agreement with Sonoma County Regional Parks Department, extending the contract term to June 30, 2017, and adding $75,000 for a total contract amount of $135,000.

Executive Summary:

The District currently owns approximately 5,250 acres of land. Nine properties, comprising approximately 3,800 acres, are intended to be transferred to Regional Parks over the next few years (Attachment 1). These properties require on-going stewardship, which includes maintenance and repairs to infrastructure, tree trimming, brush removal, property cleanup, trash removal, and firebreak mowing. The District does not have adequate staffing to perform these maintenance tasks, and therefore requires assistance.

Since 2009, the District has contracted with the County of Sonoma Regional Parks Department (Parks) for land maintenance and repair on several properties. All funds in the current agreement for services between the District and Parks have been expended, as a result of unanticipated levels of necessary maintenance (relating to winter storm events, trespass, and other issues) on the properties.

As part of implementing the 2012 District Fee Lands Strategy, several properties (Laguna Trail, Taylor Mountain, Lawson, North Sonoma Mountain, Walsh, and Wright Preservation Bank) have already been transferred to other entities for fee title ownership and long term management, with several more to be transferred by early 2015. District staff calculated the average annual land management cost for the properties that remain in District ownership, using financial data from the past seven years. The District contracts with multiple entities to provide land maintenance and management services. However, Parks staff provide a highly valuable and efficient level of service, especially on properties that may in the

future be transferred into Parks ownership. The total estimated cost for services anticipated to be provided by Parks through the remainder of the proposed contract period was determined to be $75,000. The current agreement will expire on February 28, 2016. Staff are recommending that the contract term be extended to June 30, 2017, to allow for additional time to expend the contract funds, and to align with the fiscal year.

On May 7, 2012, the District issued a Request for Proposal (RFP) for Fee Land Maintenance. This RFP was sent to several entities, including Regional Parks and the Sonoma County Water Agency. Regional Parks responded to the District Request for Proposal and was selected to provide land maintenance services based on their demonstrated ability to perform the needed tasks, experience performing such tasks, and their costs relative to the scope of services. The District at times utilizes other entities and organizations for land maintenance services, but in this case it makes sense for the District to continue working with Parks to provide services on the properties that Parks will eventually own. These properties will continue to require maintenance services until the fee title to these lands have been transferred to the intended recipient.

Prior Board Actions:

August 4, 2009: Board approved a contract with Parks for $90,000 for maintenance and repair of specified fee properties.
February 26, 2013: Board approved a 3 year contract with Parks for $60,000 for land maintenance services on 14 fee properties.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This contract amendment will facilitate the maintenance of several District-owned properties that will one day become part of the County's Regional Park system. These properties will provide residents and visitors the opportunity to experience some of Sonoma County's unique natural landscapes.

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$ 25,000		$
Add Appropriations Reqd.	$	State/Federal	$ 25,000
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$** 25,000	**Total Sources**	**$** 25,000

Narrative Explanation of Fiscal Impacts (If Required):

The District has this expense budgeted in its FY 14-15 budget. Its funding source is sales tax revenue. The District anticipates encumbering approximately 1/3 of the $75,000 contract total at the start of each contract year.

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
1. Agreement for Services			
Related Items "On File" with the Clerk of the Board:			

FIRST AMENDMENT
TO
AGREEMENT FOR SERVICES

This First Amendment (the "Amendment"), effective upon the date of execution ("Effective Date"), is by and between the Sonoma County Agricultural Preservation and Open Space District ("District"), and Sonoma County Regional Parks ("County").

RECITALS

WHEREAS, District and County entered into that certain Agreement for Services No. O-753 dated as of February 1, 2013, ("Agreement") whereby County agreed to provide occasional minor construction, maintenance and repair services on District fee properties;

WHEREAS, District and County desire to amend the Agreement in order to (1) revise the properties list; (2) add Seventy-Five Thousand Dollars ($75,000.00) for compensation for continuation of services, for a total agreement amount of One Hundred Thirty Five Thousand Dollars ($135,000.00); and (3) extend the term of the Agreement to June 30, 2017;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Paragraph 1 Sentence 1 of the Agreement for Services is hereby deleted and replaced with the following language:

"For the period of September 23, 2014 through June 30, 2017, the Sonoma County Agricultural Preservation and Open Space District (District) will require the assistance of the Sonoma County Regional Parks Department to provide occasional minor construction, maintenance and repair services on District fee properties. Such services will be required on the following properties listed below.

1. Calabazas Creek Open Space Preserve
2. Carrington Coast Ranch
3. Ceanothus Preserve
4. Cresta
5. Keegan and Coppin
6. McCullough
7. Occidental Road
8. Paulin Creek Preserve
9. Poff Ranch
10. Other District fee properties as mutually agreed

2. Exhibit A-1 attached hereto shall be deemed to be attached to the Agreement.

3. Paragraph 5 of the Agreement is hereby deleted and replaced with the following language:

"The District agrees to pay the Sonoma County Regional Parks Department up to an amount not to exceed Seventy Five Thousand Dollars ($75,000.00) for a total agreement amount not-to-exceed One Hundred Thirty Five Thousand Dollars ($135,000.00) at the hourly staffing rates approved by the Sonoma County Board of Supervisors and the Sonoma County Agricultural Preservation and Open Space District Board of Directors."

We agree to the above requested job tasks for the time and compensation delineated.

SONOMA COUNTY REGIONAL PARKS

By: _____
Caryl Hart, Director

Date: 9/4/14

SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

By: _____
William J. Keene, General Manager

Date: _____

EXHIBIT A-1

Agreement for Services

For the period of September 23, 2014 through June 30, 2017, the Sonoma County Agricultural Preservation and Open Space District (District) will require the assistance of the Sonoma County Regional Parks Department to provide occasional minor construction, maintenance and repair services on District fee properties. Such services will be required on the following properties listed below.

1. Calabazas Creek Open Space Preserve
2. Carrington Coast Ranch
3. Ceanothus Preserve
4. Cresta
5. Keegan and Coppin
6. McCullough
7. Occidental Road
8. Paulin Creek Preserve
9. Poff Ranch
10. Other District fee properties as mutually agreed

Such services shall include minor projects work such as small sign installation, fence repairs, tree trimming or brush removal, property clean up, trash removal and firebreak mowing, and spraying for the control of weeds and invasive plant species. Spraying will be performed by a licensed applicator or under the supervision of a licensed applicator, and will follow all applicable laws and regulations. District staff (or volunteers under District staff direction) will provide Regional Parks Department staff with detailed work tasks and/or instructions. When any project involves volunteers or community service work crews, parks staff will be available to direct or to supervise the work to completion.

Additionally, the District may request law enforcement patrolling by Regional Parks ranger staff as needed to address homeless encampments and to discourage trespassing and vandalism.

All maintenance work will be conducted only with District staff supervision and/or direction.

The District agrees to pay the Sonoma County Regional Parks Department up to an amount not to exceed seventy five thousand dollars ($75,000) at the hourly staffing rates approved by the Board of Supervisors.

The District and the County mutually represent and acknowledge that they are self-insured and are insured through a pooled-risk joint powers authority and that the programs represent reasonable assurance of the ability of each to perform their respective obligations under this agreement.

We agree to the above requested job tasks for the time and compensation delineated.

Caryl Hart, Executive Director
Sonoma County Regional Parks Department

9/4/14
Date

William J. Keene, General Manager
Sonoma County Agricultural Preservation
and Open Space District

Date

EXHIBIT A

Agreement for Services

For the period of February 1, 2013 through January 31, 2016, the Sonoma County Agricultural Preservation and Open Space District (District) will require the assistance of the Sonoma County Regional Parks Department to provide occasional minor construction, maintenance and repair services on District fee properties. Such services will be required on the following properties listed below.

1. Calabazas Creek Open Space Preserve
2. Carrington Coast Ranch
3. Dogbane Preserve
4. Haroutunian South
5. Keegan and Coppin
6. Ho
7. Montini Open Space Preserve
8. Oken
9. Paulin Creek Preserve
10. Poff Ranch
11. Saddle Mountain
12. San Francisco Archdiocese
13. Sonoma Mountain Ranch (Walsh)
14. Young-Armos
15. Other District owned properties, as mutually agreed

Such services shall include minor projects work such as small sign installation, fence repairs, tree trimming or brush removal, property clean up, trash removal and firebreak mowing, and spraying for the control of weeds and invasive plant species. Spraying will be performed by a licensed applicator or under the supervision of a licensed applicator, and will follow all applicable laws and regulations. District staff (or volunteers under District staff direction) will provide Regional Parks Department staff with detailed work tasks and/or instructions. When any project involves volunteers or community service work crews, parks staff will be available to direct or to supervise the work to completion.

Additionally, the District may request law enforcement patrolling by Regional Parks ranger staff as needed to address homeless encampments and to discourage trespassing and vandalism.

All maintenance work will be conducted with District staff supervision and/or direction.

The District agrees to pay the Sonoma County Regional Parks Department up to an amount not to exceed sixty thousand dollars ($60,000) at the hourly staffing rates approved by the Board of Supervisors.

The District and the County mutually represent and acknowledge that they are self-insured and are insured through a pooled-risk joint powers authority and that the programs represent reasonable assurance of the ability of each to perform their respective obligations under this agreement.

We agree to the above requested job tasks for the time and compensation delineated.

Caryl Hart, Executive Director
Sonoma County Regional Parks Department

3/25/13
Date

William J. Keene, General Manager
Sonoma County Agricultural Preservation
and Open Space District

3/13/13
Date

County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: September 23, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:
John Mendoza / 547-1929

Supervisorial District(s):
All

Title: Geophysical Assessment of the Jenner Jetty and Berm Seepage

Recommended Actions:

a) Authorize the Water Agency's General Manager to (1) execute Amendment No. 3 to the Agreement with The Regents of the University of California as Management and Operating Contractor for the Ernest Orlando Lawrence Berkeley National Laboratory for Geophysical Assessment of the Jenner Jetty and Berm Seepage, increasing the not-to-exceed Agreement amount by $40,000 for a new total of $104,945; agreement terminates on July 31, 2015; and (2) terminate or amend the Agreement subject to certain conditions; and b) Ratify Amendment Nos. 1 and 2 to the Agreement, each of which added one year to the term of the Agreement.

Executive Summary:

HISTORY OF ITEM/BACKGROUND

The 2008 Biological Opinion issued by the National Marine Fisheries Service directs Sonoma County Water Agency (Water Agency) to change its management of the Russian River estuary's water surface elevations to improve juvenile salmonoid habitat while minimizing flood risks.

The Biological Opinion requires the Water Agency to complete a study analyzing the effects and role of the Goat Rock State Beach jetty (Jetty) on beach permeability, seasonal sand storage and transport, seasonal flood risk, and seasonal water surface elevations in the Russian River estuary.

The Jetty is a rock and concrete structure which extends from the northern most parking lot at Goat Rock State Beach and runs along the river approximately 1,600 feet to the mouth of the Russian River. Between 1929 and 1948, the Jetty was constructed in several phases to create and maintain a permanent navigable opening at the mouth of the Russian River; however, the maintenance of the Jetty has long been abandoned. The remains of the Jetty are in a state of disrepair.

Under a separate agreement begun in March 2009, Water Agency's consultant, ESA PWA completed the Feasibility of Alternatives to the Goat Rock State Beach Jetty for Managing Lagoon Water Surface Elevations - A Study Plan, (Study Plan). The Study Plan, completed in June 2011, describes the work required to complete the study of the Jetty required under the Biological Opinion. The Study Plan provides the framework to develop an understanding of the Jetty's effect on lagoon water surface elevations and barrier beach formation in the spring and summer, and to develop and evaluate the feasibility of alternatives for the modification or removal of the Jetty to enhance the Water Agency's ability to manage water levels in the estuary.

To begin implementation of the Study Plan, the Water Agency and the University of California (University) entered into an agreement for Geophysical Assessment of the Jenner Jetty and Beach Berm Seepage approved by the Board of Directors on June 12, 2012 in the amount of $64,945 (Agreement). Pursuant to this Agreement, University was tasked with utilizing data provided by the Study Plan to determine seepage rates and paths in both Jetty and the beach berm. Amendment No.1 to the Agreement was reviewed by County Counsel and signed by the Water Agency General Manager on May 20, 2013 to extend the term of the Agreement to July 31, 2014. Amendment No.2 to the Agreement was reviewed by County Counsel and signed by the Water Agency General Manager on July 11, 2014 to extend the term of the Agreement to July 31, 2015 to allow completion of certain tasks in the Agreement. The Water Agency seeks ratification of both Amendments because the Agreement and subsequent amendments were drafted using University's form and the General Manager's authority to approve minor amendments was not as clear as it is when the Water Agency's standard professional service agreement is used.

University and the Water Agency recently determined the use of crosshole-electrical resistance tomography and ground penetrating radar was necessary to obtain a complete geophysical assessment of the Jetty and the beach berm. An additional $25,000 is required to allow University to perform this work, which includes data acquisition, reduction and analysis, and integration of the findings into the final report. An additional $15,000 is required to perform thermal time-lapse data reduction and analysis necessary to track temperature flux for beach berm seepage monitoring (the movement of water through the sand), and geophysical analysis to assist Water Agency in wellbore installation. Wellbore installation involves drilling a borehole using a hollow stem auger and installing a screened, polyvinyl chloride monitoring well. Both technologies provide cutting edge methods of geophysical assessment that will provide both valuable data and advance geophysical research which benefits the scientific and local communities. This work should complete data collection for the first stage of the Study Plan, and along with other concurrent study findings, allow for a more accurate evaluation of the feasibility of alternatives for modification or removal of the Jetty in the second stage of the Study Plan. Completing this Study shall fulfill the Water Agency’s obligation to study the impacts of the Jetty on the estuary water surface management, and provide potential alternatives for future modification and/or removal of the jetty to improve juvenile salmonoid habitat while minimizing flood risks.

The total cost of services, including Amendment No. 3, will not exceed $104,945; the term end date is July 31, 2015.

<u>REQUEST FOR DELEGATION AUTHORITY TO THE GENERAL MANAGER</u>
Amendment Authority:

The standard template used for professional services agreements includes the following language, "Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Water Agency's General Manager in a form approved by County Counsel." Since the subject agreement was prepared by University using its form, this language is not included. Therefore, Water Agency staff requests that the Board authorize the General Manager to amend the Agreement, if appropriate, in keeping with standard protocol. In addition, Water Agency staff requests authorization for Water Agency's General Manager to amend the Agreement provided amendments do not cumulatively increase the total cost to the Water Agency by more than $5,000 and do not substantially change the scope of work.

Termination Authority:
The standard template used for professional services agreements includes the following language, "Authority to Terminate: Water Agency's right to terminate may be exercised by Water Agency's General Manager." Since the subject agreement was prepared by University using its form, this language is not included. Therefore, staff requests that the General Manager be authorized to terminate the Agreement, if appropriate, in keeping with standard protocol.

Prior Board Actions:

06/12/2012: Approved agreement between Water Agency and Lawrence Berkeley National Laboratory for Geophysical Assessment of the Jenner Jetty and Beach Berm Seepage. Cost $64,945; term end July 30, 2013. (Amended to extend term to July 31, 2014 on May 20, 2013).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Geophysical Assessment of the Jenner Jetty and Beach Berm Seepage aids the continued efforts protecting environmental resources and natural habitats.

Water Agency Sanitation Goals and Strategies, Goal 1: Meet or exceed environmental regulations and public health standards.

Fiscal Summary - FY 14-15

Expenditures			**Funding Source(s)**		
Budgeted Amount	$	40,000	Water Agency Gen Fund	$	0
Add Appropriations Reqd.	$		RRIFR Estuary Jettty Modifications State/Federal	$	40,000
	$		Fees/Other	$	
	$		Use of Fund Balance	$	
	$		Contingencies	$	
	$			$	
Total Expenditure	**$**	**40,000**	**Total Sources**	**$**	**40,000**

Narrative Explanation of Fiscal Impacts (If Required):			
Budgeted amount of $40,000 is available from FY 2014/2015 appropriations for the Russian River Instream Flow Restoration -Estuary Jetty-Modifications fund. No additional appropriation is required.			
Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
None.			
Related Items "On File" with the Clerk of the Board:			
Draft Agreement (1 copy)			

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 Commissioners	
Board Agenda Date: September 23, 2014	**Vote Requirement:** Majority
Department or Agency Name(s): Sonoma County Community Development Commission	
Staff Name and Phone Number: John D. Haig, 565-7508	**Supervisorial District(s):** All
Title: Housing and Commercial Rehabilitation Loan Program Designs and Problem Loan Workout Guidelines	

Recommended Actions:

Approve revisions to the Sonoma County Community Development Commission's Housing and Commercial Rehabilitation Loan Program Designs and approve Problem Loan Workout Guidelines.

Executive Summary:

This agenda item requests approval of minor revisions to the Program Designs that establish operational guidelines and policies for the Community Development Commission's (CDC) Commercial and Housing Rehabilitation Loan Programs. The revisions are recommended to streamline administration of the program and to remove obstacles to use of these valuable sources of assistance to improve the habitability of homes owned or occupied by low-income households and to improve the appearance and/or efficacy of commercial properties in unincorporated areas of the County. This agenda item also requests approval of the attached Problem Loan Workout Guidelines (Guidelines), which would allow CDC staff to undertake a full spectrum of activities to collect the maximum amount of debts secured against collateral in the event of default under any of the CDC loan programs.

Commercial Rehabilitation Loan Program Design

The Commercial Rehabilitation Loan Program (CRLP) was funded through, and operated in, the three County Redevelopment Project Areas (Roseland, Russian River, and The Springs) from 2009 until the dissolution of Redevelopment in 2012. Beginning in FY 2013-14, the CRLP continued to operate in these areas, and expanded into other unincorporated areas of the County, using Reinvestment and Revitalization (R&R) funds. The Program provides assistance to commercial property owners and/or business tenants through 1) grants up to $3,500 for design work, 2) 3- and 5-year forgivable loans up to $5,000 and 15,000, respectively, for façade improvements that will make substantial visible improvements which are viewable from the public right-of-way, and 2) 20-year amortized loans up to $50,000 for rehabilitation work needed to enhance public health and safety, increase business retention, expansion or attraction efforts, or otherwise eliminate physical blight or improve economic

conditions in the immediate surrounding area. To date, $650,000 of Redevelopment funding has been used to complete 28 projects, and $572,785 in R&R funding has been contractually committed to 21 new projects in the Guerneville, Monte Rio, Boyes areas. Additionally, there are another 14 projects requesting $269,500 which are in the review and approval process, with new applications being submitted weekly.

The proposed revisions to the CRLP Program Design would make substantive changes in four areas:

1. The revisions would allow the CDC Executive Director to approve loans in excess of $50,000 to businesses located in more than one building on a single property if required to make all needed repairs. This criterion is similar to the current allowance for CDC Executive Director to approve higher loans for properties in excess of 2,500 square feet. In both instances, repair costs may be higher than would be the case in a single, smaller building.
2. The revisions would specify that the 20-year, repayable commercial rehabilitation loans are "non-recourse" loans, secured by the value of the property, as is typical in commercial lending.
3. The revisions would reduce the maximum permitted loan-to-value ratio from 100% to 80%, to help prevent loan losses in the event of future market downturns.
4. The revisions would permit the CDC Executive Director to assist properties out of the "first come first serve" order now specified by the guidelines, if deemed appropriate to provide loans to business or property owners who have never previously received assistance from the program, so that the limited funding available could be used to assist as many property owners and areas as possible.

The proposed revisions to the CRLP Program Design would also make a number of non-substantive changes to clarify existing policy and procedure, with emphasis in two main areas:

1. Any non-residential or mixed-used building is eligible for assistance, whether it is used for retail commerce, industrial, office, public facility, or other non-housing use, as long as it complies with all other program requirements.
2. A property owner or business tenant may receive one façade improvement and one rehabilitation loan in a 12-month period, up to a combined total of $50,000. In properties containing multiple businesses, these annual loan limits apply to each distinct business location within the property.

Housing Rehabilitation Loan Program Design

The Housing Rehabilitation Loan Program (HRLP) began in 1981 and has provided $18,967,419 to assist 1,315 homes. The HRLP has assisted 1-4 unit, owner-occupied and rental properties, as well as mobile homes. Funding has come primarily from the federal Community Development Block Grant (CDBG) program, with additional assistance from the state CalHOME program and housing set-aside funds from the various former City and County redevelopment agencies. Although funding from these sources has been reduced (and in the case of redevelopment, eliminated), the HRLP is still active, and there are currently 169 outstanding notes receivable from prior loans that the CDC services.

The proposed revisions to the HRLP Program Design would make substantive revisions in three areas, to enable the program to operate more efficiently and effectively:

1. The revisions would specify that the loans are "non-recourse", secured by the value of the property, as is typical in residential lending. Current HRLP policy requires the CDC to seek

deficiency judgments when the underlying security for the HRLP loan is insufficient to recapture what the borrower owes. The typical HRLP borrower is very low-income and elderly or disabled. They may default on their loan when they need to move into a residential care facility or pass away. CDC staff often must spend a significant amount of time and incur legal costs in attempts to collect a debt that the borrower or their estate cannot pay. Through this change, the CDC would rely on the value of the real property or mobile home securing the loan to recapture the loan funds invested.

2. The revisions would also allow family members of the borrower to be on title to the property without requiring them to sign the loan documents and assume loan responsibility, as long as they sign the security instrument (deed of trust or mobile home registration). This change would not have an impact on loan collections, and will help the low income borrowers who often have other family members on title with them as a matter of estate planning.
3. The revisions would formally eliminate the preference and income limit exceptions that were established in FY 13-14 for residents of Canon Manor. This change is necessary because Reinvestment and Revitalization funding, which was the only source of HRLP funding without mandated income limits, is no longer available for the program.

The remaining proposed revisions to the HRLP Program Design are intended only to clarify current regulation, policy and procedures.

Problem Loan Workout Guidelines

The CDC services a number of different types of loans. Most of these loans were made to low- to moderate-income individuals to assist them to acquire or improve their personal residences, and most are secured by liens on real property or mobile homes. Most of the loans are "deferred payment" loans, which bear interest but do not require any payments by the borrower until the loans come due. However, the loans place various ongoing obligations on the borrowers, including requirements to: 1) make all payments required under any other loans on the property; 2) keep hazard insurance policies in place on the property; 3) make all required payments of property taxes; 4) occupy the property as a primary residence or not rent out the property; and/or 5) for mobile homes, pay all required space rent and annual registration fees. Failure to meet these requirements is an event of default under the CDC's loans. In addition, in most cases the CDC loan becomes due and payable on the death of the borrower, or other circumstances where the borrower no longer resides in the home.

From time to time, the CDC's loan servicing staff becomes aware of a borrower's default or of some other situation that could impair the security of the CDC's loan. The most typical causes are 1) failure to make payments under a senior lien, 2) failure to pay mobile home space rent, 3) the filing of a bankruptcy action by the borrower, or 4) death of a borrower. In such cases the CDC must take action in order to ensure that the CDC's lien position is not impaired by the default. Failure to take such action could result in the CDC suffering a loss that it could have avoided (e.g., losing a junior lien through the foreclosure of a senior lien, even though sufficient equity in the property exists to pay both liens). The proposed Problem Loan Workout Guidelines describe in general terms the steps to be taken by the CDC to mitigate losses arising from borrower defaults. As the CDC's goal is to maximize its potential recovery while minimizing out-of-pocket expenses, these steps would be modified as necessary following consultation with County Counsel.

Under the proposed Guidelines, every effort would be made to determine the reasons for the default

situation and help the borrower to achieve a resolution of their problem. However, whenever a solution for the borrower does not appear feasible, the Guidelines would direct CDC staff to determine the potential for recapturing the value of loans secured against real property and mobile homes, as well as authorizing a variety of actions to preserve the CDC's rights and ability to engage in foreclosure actions. It may be necessary for the CDC to expend funds to preserve the value of the property securing the loan, so these Guidelines clearly define the procedures to ensure that any outlay of CDC funds would result in a greater return from eventual disposition of the property than would be possible without the financial intervention.

Approval of revisions to the HRLP and CRLP Program Designs will enable the CDC to administer the programs in a more cost effective and efficient manner which is also more responsive to participants' needs. Approval of the Problem Loan Workout Guidelines will provide CDC staff with the procedural tools to address default events in a more comprehensive manner.

Prior Board Actions:

07/29/14 - Approved revisions to the CRLP Program Design.
06/17/14 –Approved FY 14-15 Sonoma County Budget, including $550,000 of R&R funds for the CRLP.
07/30/13 – Approved revisions to the HRLP and CRLP Program Designs.
06/11/13 - Approved FY 13-14 Sonoma County Budget, including $500,000 of R&R funds for the CRLP.
04/26/11 – Approved revisions to the CRLP Program Design.
04/10/07 – Approved revisions to the HRLP Program Design.

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

The Commercial Rehabilitation Loan Program eliminates economic and physical blight of commercial properties, which also enhances public health and safety.
The Housing Rehabilitation Loan Program improves the habitability of housing for low income residents, enhancing public health and safety.

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$		$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):			
None.			
Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
1. Proposed Commercial Rehabilitation Loan Program Design Revisions 2. Proposed Housing Rehabilitation Loan Program Design Revisions 3. Proposed Problem Loan Workout Guidelines			
Related Items "On File" with the Clerk of the Board:			
None.			

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

COMMERCIAL REHABILITATION LOAN PROGRAM DESIGN

I. INTRODUCTION

A. Purpose: The goals of the Commercial Rehabilitation Loan Program (the "Program") are to:

1. Eliminate economic and physical blight of commercial properties within the unincorporated areas of Sonoma County by providing financial incentives to business and commercial property owners to rehabilitate, renovate, and revitalize commercial properties, resulting in:

   a. improved visual environment along commercial corridors,

   b. enhanced public health and safety,

   c. increased business retention, expansion and attraction efforts, and

   d. improved economic conditions.

Toward these goals, the Sonoma County Community Development Commission (the "Commission") has approved the Program and is offering below market interest rate loans to business and commercial property owners in the unincorporated areas of Sonoma County, with special emphasis on commercial corridors in Urban Service Areas, in order to revitalize commercial properties and encourage private investment. It is intended that the Program will improve the business climate for residents and visitors to the County.

B. Authority: The five members of the Sonoma County Board of Supervisors, acting in their capacity as Commissioners, form the governing body for the Sonoma County Community Development Commission ("Commission"). This Program Design, containing the policies that form the framework for the Program, has been adopted by the Commissioners. No revisions may be made hereto without the express action of the Commissioners.

C. Program Funding: Funding for this program will be from the County Reinvestment and Revitalization Fund and other funds as designated from time to time by the Sonoma County Board of Supervisors / Sonoma County Community Development Commission.

II. ELIGIBILITY

The Commission shall not discriminate in the provision of financial assistance because of race, color, ancestry, national origin, religion, sex, marital or familial status, age, medical condition, disability, sexual orientation, or other prohibited basis.

A. Conflict of Interest: No member of the governing body of the County of Sonoma, or the Sonoma County Community Development Commission and no other official or employee or agent of the County government, or Commission who exercises any policy decisionmaking functions or responsibilities in connection with the planning and implementation of the Commercial Rehabilitation Loan Program, shall directly or indirectly be eligible for assistance under the Program.

B. Eligible Participants: Any legal owner of commercial real property ("Property Owner") or a business owner tenant in good standing with the written approval of the Property Owner ("Business Tenant") may apply for assistance under the Program.

1. Property taxes, sales taxes, and any required business licenses must be current to be eligible for the Program.

2. Applicants and applications for participation must be approved by the Commission prior to the commencement of assisted improvements.

C. Eligible Properties: Subject to funding availability, loans may be made available to ~~commercial, retail, office~~non-residential~~,~~ and/or mixed-use buildings located within the unincorporated areas of Sonoma County.

D. ~~Minimum~~ General Guidelines:

1. To be eligible for a Façade Improvement Loan, Commission staff must determine that project will result in a substantial ~~visible~~ improvement to the visual character of the property that is viewable from the public right-of-way.

2. To be eligible for a Commercial Rehabilitation Loan, Commission staff must determine that the improvements will enhance public health and safety, increase business retention, expansion or attraction efforts, or otherwise eliminate physical blight or improve economic conditions of the immediate surrounding area.

3. Retroactive applications will not be accepted. Applicants must obtain loan approval from Commission staff before work begins on any improvements to be assisted under the Program.

4. For historically significant properties, program funds shall be made available only to projects that enhance and are sensitive to the historic nature of the building façade.

5. For properties with multiple storefronts, it is recommended that the façade treatment provide a cohesive theme while also allowing for some distinctive design elements to the various businesses, such as signage, exposing transom windows, lighting, blower boxes, and murals, to provide better street visibility and promote economic development.

6. All improvements must be in conformance with applicable County Codes and Design Guidelines.

III. LOAN TERMS AND CONDITIONS

The Commission will offer below-market interest rate loans to Business Tenants and to Property Owners for three levels of assistance as described below.

A. Façade Improvement 3-Year Forgivable Loans

1. Construction loans up to $5,000 for smaller façade improvement projects such as paint, signage, and awnings.

2. Professional design services loans up to an additional $1,000 to prepare required drawings and related documents for the proposed project.

3. Projects must make a substantial ~~visible~~ improvement~~s~~ to the visual character of the propertyviewable from the public right-of-way.

4. Borrowers will be required to sign Promissory Notes with an interest rate ranging from 0% to 2%. The interest rate for each loan will be prorated in direct proportion with the amount of matching funds contributed to the project, using the following formula~~. For example~~:

   Max Interest Rate - (Cash Match % x Max Interest Rate)

   Examples:

   a. Interest rate will be 2% if applicant contributes no matching funds.

      .02 – (0.0 x .02) = .02

   b. Interest rate will be 1% if applicant contributes a 50% cash match.

      .02 – (0.5 x .02) = .01

   c. Interest rate will be 0% if applicant contributes a 100% cash match.

      .02 – (1.0 x .02) = .00

~~4.~~5. Design services loans will be deferred and unsecured, and will be forgiven immediately upon satisfactory completion of the assisted improvements. If

the work is not completed, the loan deferral will be terminated and the loan must be repaid over a 1-year period.

~~5.~~6. Construction loans for façade improvements up to $5,000 will be deferred and unsecured; however, the applicant will be required to sign a maintenance agreement to maintain the improvements for the term of the loan.

a. If applicant is a Business Tenant, the Property Owner must sign an authorization for the improvements and an agreement to maintain the improvements should the Business Tenant vacate the property.

~~6.~~7. Construction loans will be forgiven after 3 years if the exterior of the property, including all assisted improvements, is adequately maintained.

a. Commission staff will inspect the property annually at the project completion anniversary to determine if the improvements are sufficiently maintained. The Business Tenant or Property Owner will be issued a letter of default if it is determined that the property is not being adequately maintained as specified in the maintenance agreement. The borrower will be given a 90-day period to cure the default and bring the property into compliance with the maintenance agreement.

b. If Commission determines that the improvements have not been adequately maintained after the 90-day period, the loan deferral will be terminated and the loan must be repaid over a 3-year term.

B. Façade Improvement 5-Year Forgivable Loans

1. Construction loans up to $15,000 for larger façade improvement projects such as paint, signage, awnings, architectural elements, window and door improvements, masonry, exterior lighting, landscaping, planter boxes and built-in seating.

2. Professional design services loans up to an additional $3,500 to prepare required drawings and related documents for the proposed project.

3. Projects must make a substantial improvement to the visual character of the property viewable from the public right-of-way~~Projects must make substantial visible improvements viewable from the public right-of-way~~.

8. Borrowers will be required to sign Promissory Notes with an interest rate ranging from 0% to 2%. The interest rate for each loan will be prorated in direct proportion with the amount of matching funds contributed to the project, using the following formula~~. For example~~:

Max Interest Rate - (Cash Match % x Max Interest Rate)

Examples:

a. Interest rate will be 2% if applicant contributes no matching funds.

.02 – (0.0 x .02) = .02

b. Interest rate will be 1% if applicant contributes a 50% cash match.

.02 – (0.5 x .02) = .01

c. Interest rate will be 0% if applicant contributes a 100% cash match.

.02 – (1.0 x .02) = .00

4. Design services loans will be deferred and unsecured, and will be forgiven immediately upon satisfactory completion of the assisted improvements. If the work is not completed, the loan deferral will be terminated and the loan must be repaid over a 1-year period.

5. Construction loans for façade improvements up to $15,000 will be deferred and unsecured; however, the applicant will be required to sign a maintenance agreement to maintain the improvements for the term of the loan.

   a. If applicant is a Business Tenant, the Property Owner must sign an authorization for the improvements and an agreement to maintain the improvements should the Business Tenant vacate the property.

6. Construction loans will be forgiven after 5 years if the exterior of the property, including all assisted improvements, is adequately maintained.

   a. Commission staff will inspect the property annually at the project completion anniversary to determine if the improvements are sufficiently maintained. The Business Tenant or Property Owner will be issued a letter of default if it is determined that the property is not being adequately maintained as specified in the maintenance agreement. The borrower will be given a 90-day period to cure the default and bring the property into compliance with the maintenance agreement.

   b. If Commission determines that the improvements have not been adequately maintained after the 90-day period, the loan deferral will be terminated and the loan must be repaid over a 5-year term.

C. Commercial Rehabilitation Loans

1. Construction loans up to $50,000 for the rehabilitation or renovation of commercial buildings.

a. Additional funds may be available if at least one of the following conditions is met:

i. The building to be improved is and has been continuously vacant for 12 months or more at the time of application for assistance; or

ii. The building to be assisted is larger than 2,500 square feet; or

~~ii.~~iii. The business to be assisted is contained in two or more buildings on the same property; or

~~iii.~~iv. Commission staff determines, in their sole discretion, that other economic factors exist that would prevent renovation of the building without additional assistance, including at a minimum the borrower's inability to provide sufficient financing from their own or other borrowed funds.

2. Professional design services loans up to an additional $3,500 to prepare required drawings and related documents for the proposed project.

3. Projects must enhance public health and safety, increase business retention, expansion or attraction efforts, or otherwise eliminate physical blight or improve economic conditions of the area.

4. Loan requests will be evaluated based on the extent to which the project:

a. Generates private investment in the immediate surrounding area;

b. Reduces or eliminates blight in the immediate surrounding area;

c. Makes a building seismically safe;

d. Preserves a qualified historic structure;

e. Improves the visual appearance of the immediate surrounding area;

f. Assists an existing business to expand;

g. Assists a new business starting or relocating from outside the area;

h. Generates increased annual tax revenues (i.e., property tax, sales tax, transient occupancy tax);

i. Generates new jobs;

j. Generates increased business to business spending;

k. Results in significant increase in energy efficiency.

9. Borrowers will be required to sign Promissory Notes with an interest rate ranging from 0% to 2%. The interest rate for each loan will be prorated in direct proportion with the amount of matching funds contributed to the project, using the following formula~~. For example~~:

Max Interest Rate - (Cash Match % x Max Interest Rate)

Examples:

a. Interest rate will be 2% if applicant contributes no matching funds.

.02 – (0.0 x .02) = .02

b. Interest rate will be 1% if applicant contributes a 50% cash match.

.02 – (0.5 x .02) = .01

c. Interest rate will be 0% if applicant contributes a 100% cash match.

.02 – (1.0 x .02) = .00

5. Design services loans will be deferred and unsecured, and will be forgiven immediately upon satisfactory completion of the assisted improvements. If the work is not completed, the loan deferral will be terminated and the loan must be repaid over a 1-year period.

6. Commercial rehabilitation construction loans shall be secured by a deed of trust recorded on the title to the property to be improved.

a. Alternate security arrangements in the form of a deed of trust on another real property may be considered on a case-by-case basis, subject to approval by the Executive Director or her designee.

~~a.~~b. Secured commercial rehabilitation loans are non-recourse loans.

~~6.~~7. Commercial rehabilitation construction loans must be repaid within a term not to exceed 20-years.

~~7.~~8. The borrower may be granted a temporary payment deferral at the start of the construction loan term based on project completion date, matching funds provided, status as a new business start up, and other factors that may be determined, in sole discretion of Commission, to impact the borrower's ability to repay the loan.

~~8.~~9. If applicant is a Business Tenant, the Property Owner must sign an authorization for improvements.

IV. ELIGIBLE IMPROVEMENTS

A. Eligible Façade Improvements: Improvements to commercial properties must be of a permanently fixed nature and may include any cosmetic improvements to the building exterior. Repairs and improvements must make a substantial visible improvement and may include, but are not limited to:

1. New painting and plastering
2. New awning and/or canopies.
3. New signage and graphics.
4. New windows and doors.
5. Parapet wall alternations or improvements
6. Exterior lighting improvements and related electrical work.
7. Landscape and irrigation system improvements.
8. New exterior concrete, masonry, and tile work.
9. Exterior improvements to parking facilities and/or improvements, and to associated egress areas, designed to improve accessibility for individuals with disabilities.

B. Eligible Commercial Rehabilitation Improvements: Improvements must be associated with the economic development of the business for such purposes as business attraction, retention, and expansion, or correction of health and safety hazards or other blight removal actions. Improvements may include items that are eligible for Façade Improvement loans and may also include but are not limited to:

1. Improvements to the structural integrity of the building;
2. Historic building restoration;
3. Building rehabilitation and/or expansion;
4. Roof repair or replacement;
5. Parking lot resurfacing, expansion, and improvements, not to exceed 35% of total project costs or $25,000 cap for paving only projects;
6. New or improved pedestrian pathways;
7. Repairs to correct code violations;
8. Repairs to correct incipient code items;

9. ADA (Americans with Disabilities) Act Improvements (includes installation of access ramps);

10. Lead and asbestos abatement.

11. Septic System Upgrades

C. All work funded in whole or in part by the Program is subject to the permit processes of the State and County.

1. All work must be done according to standards acceptable to the Sonoma County Permit and Resource Management Department and the State of California.

2. The proper permit(s) shall be obtained for all work which requires such permit(s). The cost of permits may be part of the loan.

D. "Self-Help" work by the Property Owner or Business Tenant may not be a part of the assisted work. No "volunteer" assistance is allowed primarily for liability reasons.

V. LOAN PROCEDURES

A. Application Process:

1. Program Applications are available from the Sonoma County Community Development Commission office, 1440 Guerneville Road, Santa Rosa, 95403, telephone (707) 565-7542 or on-line at http://www.sonoma-county.org/cdc.

2. Except as noted in V.B.10.d, ~~A~~all loan applications will be processed and evaluated on a first-come, first-served basis. Completed applications will be considered for assistance based upon the order of receipt. An application will be considered to be complete when all required information has been supplied by the Property Owner(s) and Business Tenant.

3. The application process is as follows:

a. All applicants will complete a pre-application and furnish Commission staff with all required documentation. The information in the pre-application will be used to determine the applicant's and property's eligibility for assistance.

b. Following receipt of the pre-application, the applicant will meet with Commission staff to discuss desired work to be undertaken.

c. After initial eligibility has been established and proposed work is determined by Commission staff to be allowed within the Program

Design, Commission staff will inspect the property to confirm eligibility for, and conditions of, design services and construction loan assistance. If necessary, additional tests and/or inspections by third parties will also be conducted.

d. Upon confirmation of Program eligibility and the need for professional design services, a design services loan will be approved. A design firm will then be solicited to complete the required drawings and related documents for the project.

e. Commission staff will develop a preliminary scope of work and cost estimate based on the completed design work, inspection(s), other testing, and consultation with the Property Owner and /or Business Tenant.

f. After review and acceptance of the preliminary scope of work by the Property Owner and /or Business Tenant, Commission staff will assist applicant in preparing a construction loan application.

B. Construction Loan Approval: Commission staff shall exercise sound underwriting practices in all construction loan transactions.

1. In all instances, the Commission's underwriting standards will be employed in a consistent, equitable manner. The Commission will at all times utilize sound judgment in making loans to ensure that the public funds are adequately protected. The Commission's underwriting standards will normally follow private lending practices.

2. Construction loan applications shall be subject to normal commercial underwriting criteria by the Commission. Such criteria may include, but are not limited to: credit reports, appraisals, title reports, cash-flow analyses, etc.

3. The following services may be provided to all construction loan applicants. Charges for these services may be included in any construction loan made. There will be no charge for these services if the Commission does not approve the loan. If the applicant makes a voluntary decision not to proceed with the loan after approval, and if there is no other reason why the project cannot proceed, the owner may be requested to reimburse the Commission for all direct costs incurred.

a. Appraisal of the market value of property.

b. Credit report on each owner of the property.

c. Preliminary title report and title insurance for loans to be secured by real estate.

d. Structural pest control and other inspections or tests necessary to determine property condition.

e. Lead and asbestos risk assessment(s).

4. The principal amount of the Promissory Note for each Commercial Rehabilitation loan must be fully secured by the fair market value of the property against which the construction loan deed of trust is recorded. Loans may be made that result in loan-to-value ratios of up to ~~100~~80%.

5. Senior liens on any property receiving a loan to be secured by a deed of trust will be allowed only if:

   a. The senior loan is not negatively amortized.

   b. The senior loan terms do not contain provisions for any balloon payment which would come due during the term of the Commission loan.

   c. Open lines of credit are calculated as the maximum credit available to the borrower for purposes of determining loan-to-value ratio.

6. Property taxes, sales taxes, and any required business licenses must be current in order for an applicant to be considered for a loan and must remain current during the life of the loan.

7. Property insurance, including fire (and flood if applicable), will be required during the life of the loan. If an applicant does not have sufficient insurance to cover the amount of the Commission's loan and all senior liens or the value of the improvements whichever is less, or if the policy has lapsed, deficiencies must be corrected as a condition of loan approval. The Commission shall be named on the policy as mortgagee/loss payee for the full term of the loan.

8. Each loan application will be summarized by Commission staff and a recommendation for loan approval or disapproval will be made to the Commission's Director or his/her designee. The recommendation will include the maximum recommended loan amount and repayment terms.

9. The Commission Executive Director or his/her designee will make the final decision on each loan application.

10. In a 12 month period, a~~A~~ Business Tenant or Property Owner may ~~apply for and~~ receive more than one construction loan for a single property or business. ~~over a 12-month period,~~ The construction loans may be ~~including~~ a combination of forgivable façade improvement and repayable commercial rehabilitation loans.

a. ~~In any 12-month period, o~~Only one construction loan may be forgivable in any 12-month period.

b. The total ~~and the maximum amount~~ of the combined construction loan~~s~~ amounts may ~~shall~~ not exceed $50,000~~.~~ in any 12-month period.

c. In properties containing multiple businesses, the limitations described above shall apply to each distinct business location within the property, regardless of whether the applicant is the Business Tenant or the Property Owner.

d. Notwithstanding the provisions of V.A.2, the decision regarding approval of additional loans to the same Business Tenant or Property Owner for other properties or businesses shall be subject to sound underwriting criteria, as well as the demand for program funds by Business Tenants or Property Owners submitting a first loan application.

~~10.~~11. It shall be within the purview of the Commission Director or her/his designee, to disapprove any loan application at any stage of processing through any formal or informal action which is consistent with sound underwriting practices and fair lending procedures.

C. Design and Construction Loan Documents:

1. After selection of the design firm by the Property Owner or Business Tenant, Commission staff will prepare design services loan Promissory Note.

2. After selection of the construction contractor by the Property Owner or Business Tenant, Commission staff will prepare construction loan documents.

a. Construction loan documents include: the Promissory Note, Loan Agreement, Deed of Trust, Request(s) for Notice of Default and Sale, and the Maintenance Agreement.

b. All legal owners of the real property shall execute Deed of Trust and Maintenance Agreement.

~~b.~~c. Any owner contributions necessary for completion of a construction project shall be placed in the Commission's construction services escrow account for disbursement to the contractor, or in payment of other loan costs, on behalf of the Business Tenant or Property Owner.

VI. DESIGN SERVICES AND CONSTRUCTION

A. Solicitation of Contracts: After a loan is approved, Commission staff will coordinate solicitation of quotes from qualified design firms and licensed contractors in compliance with the Commission's Procurement Policies.

1. The Commission shall determine whether a design firm or contractor is qualified through a pre-screening process. All design firms and contractors must submit an application on the required forms to the Commission at, or prior to, the time of submitting their first bid.

2. The property owner may select any qualified design firm regardless of cost, but must contribute their own funds to pay any cost in excess of amounts available under the Program, as defined in Section III.

3. The property owner may select any responsible construction contractor whose quote or bid does not exceed 110% of the Commission staff's in-house cost estimate.

B. Construction Contract: The Commission staff will coordinate contracting for all work funded through the Loan, manage the contracts, inspect the work, and approve and disburse payments.

1. The contract for the work will be executed by the Property Owner or Business Tenant and the contractor. The Commission staff will provide or approve the contract form.

2. The Commission staff shall assist the Property Owner/Business Tenant in the control, supervision and direction of the work to be performed under the contract.

3. Changes to the services to be provided under the contract and amounts to be paid pursuant to the contract may be made only by written change order by and between the Property Owner/Business Tenant and the contractor and only upon written approval of the Commission's Executive Director or his/her designee.

4. During the period of performance of the contract, the Property Owner/Business Tenant shall not enter into any additional agreements with the contractor, whether written or verbal, without the written approval of the Commission's Executive Director or his/her designee.

5. Commission staff will inspect each project during construction to assure that work is progressing in a timely manner and that it is being carried out in accordance with the Scope of Work.

   a. Phase inspections will be made by Commission staff prior to the disbursement of payments to the contractor. Any work requiring a

building or other permit must also have written approval by the State and/or County building inspector.

b. The Property Owner/Business Tenant must accept all work before payment may be authorized, except payment awarded by arbitration or legal judgment.

6. Upon satisfactory completion of all work called out in the contract, the Property Owner/Business Tenant shall sign the Notice of Completion which shall be recorded in the Sonoma County Recorder's Office.

VII. LOAN ADMINISTRATION and COLLECTIONS

A. Subordination: The Commission will subordinate the construction loan to a new loan only in the case where the owner wants to refinance the first mortgage and the owner will not take any cash out of the property nor will the Commission's financial position in the property be negatively impacted in any way.

B. Transfer and Assumption: Construction loans may be assumed by subsequent purchasers of the property at the discretion of the Commission's Executive Director or his/her designee, as long as they are, and remain, compliant with the requirements of this Program Design.

C. Amortized Loan Collections: The borrower shall make regular monthly payments directly to the loan servicing agent as specified by the Commission. The Commission Director shall have the authority to select an outside loan servicing agent or to collect loan payments in-house. A loan servicing fee will be collected with each monthly payment.

D. Loan Defaults:

1. If a borrower appears to be in default of one or more of the loan terms contained in the loan documents, the Commission Executive Director shall consult with the Office of the Sonoma County Counsel.

2. If the Commission Executive Director determines that the borrower is in default of one or more of the loan terms, he/she, with the advice of County Counsel, may~~shall~~ initiate foreclosure proceedings.

a. The Commission may contract with a trust deed service company to carry out a Notice of Default and Sale on behalf of the Commission, or may carry out the foreclosure process in-house.

b. The Commission may disburse funds for all costs necessary to enforce its lien and complete the foreclosure process, including but not limited to: legal fees, trust deed service fees, past-due property taxes, and property hazard and liability insurance.

c If the loan is reinstated, any expenses will be the responsibility of the owner as a condition of reinstatement.

3. If the property goes to sale pursuant to this section, the sale proceeds minus the amount of any senior liens and the Commission's foreclosure costs shall be credited against the outstanding loan balance.

a. If the sale proceeds minus the amount of any senior liens and the Commission's foreclosure costs exceed the amount of the outstanding loan balance, the excess funds shall first be used to pay any valid claims of junior lien holders and any proceeds remaining thereafter shall be forwarded to the borrower.

~~b. If the sale proceeds minus the amount of any senior liens and the Commission's foreclosure costs are less than the amount of the outstanding loan balance, the Commission shall seek a deficiency judgment for the difference.~~

VIII. DEFINITIONS

Below Market Interest Rate: An interest rate lower than the interest rate generally accepted for use by commercial lenders at the time of consideration.

Borrower: Property Owner or Business Tenant receiving loan.

Building: Any structure used to house a non-residential or mixed-use enterprise. A Building maybe made up of multiple "store fronts", each independently eligible for the program if they house separate businesses.

Business Tenant: Commercial tenant in good standing, leasing space from a property owner.

Code Standards: All applicable planning, fire prevention, building, zoning, and health codes, and other pertinent local ordinances.

Incipient Code Violations: An incipient code violation exists if, at the time of inspection, County staff identifies a physical condition of an element in the structure that could deteriorate into an actual code violation within one year. Examples are an old roof which is beginning to leak.

Maintenance Agreement : Loan recipients are required to sign a Maintenance Agreement which requires that the Business Tenant and/or Property Owner agree to maintain the exterior of the building and the completed improvements for specified term from the date of construction completion.

Property Owner: Owner listed on title to the property and who will be accepting responsibility for repayment of any loan made by signing the required loan documents.

Related Documents (As it pertains to Design Services): Can include but not be limited to engineering specifications, special details, paint colors and types, proposed scope of work narrative, estimated cost.

Urban Service Area: The geographical area within the Urban Service Boundary that is designated for urban development on Figures LU-2a through LU-2i of the Sonoma County General Plan 2020 Land Use Element.

Urban Service Boundary: A designated limit to the urban development of the cities and unincorporated communities of the County.

I/WE, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THE INFORMATION PRESENTED IN THIS PROGRAM DESIGN FOR THE COMMERCIAL FAÇADE IMPROVEMENT PROGRAM.

_____	_____
Date	Property Owner Signature
	_____
	Print Name – Property Owner
_____	_____
Date	Property Owner Signature
	_____
	Print Name – Property Owner
_____	_____
Date	Business Tenant Signature
	_____
	Print Name – Business Tenant
_____	_____
Date	Business Tenant Signature
	_____
	Print Name – Business Tenant

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

HOUSING REHABILITATION LOAN PROGRAM DESIGN

OWNER-OCCUPIED AND RENTAL PROPERTIES (1-4 UNITS)

I. INTRODUCTION

A. Purpose & Objectives:

1. The purpose of the Housing Rehabilitation Loan Program (the "Program") is to maintain residential properties within Sonoma County (County) which are predominantly occupied by low-income households.

2. The primary objective of the Program is to provide decent, safe and sanitary housing for low-income residents of Sonoma County through the correction of actual or potential health and safety problems in existing structures.

3. The secondary objectives of the Program are to:

   a. preserve Sonoma County's affordable housing stock;

   b. mitigate hazards and correct potential health and safety problems in designated areas of special need; and

   c. assist in the process of neighborhood revitalization.

B. Authority:

1. The five members of the Sonoma County Board of Supervisors, acting in their capacity as Commissioners, form the governing body for the Community Development Commission (Commission). This Program Design, containing the policies which form the framework for the Housing Rehabilitation Program, has been adopted by the Commissioners. No revisions may be made hereto without the express action of the Commissioners.

2. The Executive Director of the Commission is hereby granted the authority to make exceptions to the policies contained in this Program Design to the extent necessary to provide assistance required to correct health and safety hazards that are deemed an imminent threat to the occupants' physical well-being.

C. Program Funding:

1. Funding for this program will be from a variety of sources, including Federal Community Development Block Grant (CDBG), County Reinvestment and Revitalization Fund, Commission Low- and Moderate-Income Housing Asset Fund (LMIHAF), and other funds as designated from time to time by the Sonoma County Board of Supervisors/Sonoma County Community Development Commission.

2. The applicable regulations, priorities, and policies of each available funding source shall govern use of such funds and, in any instances of conflict with the provisions of this Program Design, the funding source regulations, priorities, and policies shall prevail.

II. ELIGIBILITY

The Commission shall not discriminate in the provision of financial assistance because of race, color, ancestry, national origin, religion, sex, marital or familial status, age, medical condition, handicap, disability, sexual orientation, domestic partnership or other prohibited basis.

A. Conflict of Interest: No member of the governing body of the County of Sonoma, participating city, or the Community Development Commission and no other official or employee or agent of the County government, participating city, or Commission who exercises any policy decisionmaking functions or responsibilities in connection with the planning and implementation of the Housing Rehabilitation Loan Program shall directly or indirectly be eligible for assistance under the Program.

B. Ownership & Residency: The applicant must be the legal owner of the real property, or the registered owner of the mobile home, to be rehabilitated.

1. For owner-occupied properties, the property must be occupied by the owner as his or her principal residence.

2. ~~The name of non-occupant parents, ex-spouses and/or children may be on the title to the property in addition to the name of the owner-occupant(s). No other non-occupants may be listed on the title.~~
It is not required that non-occupants on title to a real property, or listed as registered owners on a mobile home title, be named as a maker on the loan, but they must sign the related Deed of Trust or Security Agreement.

3. Applicants who occupy and control a residential property through a revocable or irrevocable trust, a life-estate, or other similar arrangement ~~through which the applicant and/or one or more non-occupant parents, ex-spouses and/or children are trustees or hold title to the property,~~ shall be eligible for a loan if the applicant has the legal right to encumber the property.

~~a. If the trustee and/or other non-occupant on title is not the parent, ex-spouse and/or child of the applicant, the applicant will not be eligible for financial assistance under this program.~~

~~b.~~ If the trust, life estate or other arrangement requires the trustee or other non-occupant on title to approve any encumbrance on the property, the trustee or other non-occupant on title will be required to co-sign the ~~rehabilitation loan documents~~ Deed of Trust or Security Agreement to secure the loan ~~and shall be equally liable to repay the loan.~~

C. Eligible Properties: Subject to funding availability, loans may be made for improvements to mobile homes, single-family residences, and multifamily residential properties located within the unincorporated areas of the County of Sonoma or within the boundaries of the participating cities and town.

1. Mobile homes must be legally sited. For mobile homes situated in mobile home parks, the applicant must have a valid space lease and be current on space lease payments.

2. Properties which have benefited previously through a Commission grant or loan program may be eligible for the program upon the review and approval of the Commission Director or his/her designee and if all prior loans are fully repaid.

3. Multifamily properties may contain up to four units in one or more buildings sited on one or more contiguous parcels under common ownership.

   (Note: Assistance for multifamily properties with more than four units, as defined above, is governed by the *Sonoma County Community Development Commission Loan Policies*.)

4. Secondary residences (e.g. summer homes, guest cottages not used as rentals) are not eligible for the program.

5. Condominiums and co-operative ~~co-housing~~ units are not eligible. Townhouses and co-housing ~~are~~ may be eligible if permitted by regulations and policies of available funding sources.

D. Displacement: Rental property owners shall provide certification of the following:

1. The proposed rehabilitation work will not cause permanent displacement of any of the tenants currently residing at the project.

2. No tenant has been, nor will be, forced to move from the project permanently so that the project may qualify for the Housing Rehabilitation Program.

E. Income and Asset Limits: All occupant households must demonstrate income and asset eligibility.

1. Eligible properties shall be occupied by low-income households with incomes not to exceed 80% of area median income (AMI) adjusted for family size.

2. At least 51% of the units in a multifamily complex and one unit in a duplex must be occupied by income-eligible tenants.

3. AMI is determined by the U.S. Department of Housing and Urban Development (HUD) ~~and~~ or the California Department of Housing and Community Development (HCD), depending upon the funding source for the rehabilitation loan.

4. Household income is computed as defined in Section VIII.

5. There shall be a cap on the level of assets allowed for program eligibility for owner-occupied properties.

   a. Household assets cannot exceed 150% of the HUD AMI for a household of four persons* except as provided for below, regardless of funding source for loan.

   b. Elderly and/or permanently disabled households may have assets not exceeding 300% of the HUD AMI for a household of four persons*, regardless of funding source for loan.

   *As of ~~July~~ May ~~1~~, 2014~~3~~, the HUD AMI for a household of four is $764~~4~~,900.

~~6. Notwithstanding the foregoing provisions of this Section II, properties in areas designated in Appendix A as areas of special need for purposes of mitigating hazards or correcting potential health and safety problems are not subject to income or asset requirements to be eligible for assistance.~~

III. LOAN TERMS AND CONDITIONS

The Commission will offer amortized and deferred-payment loans with below-market interest rates. Each of these is described in greater detail below. All property owners must provide financial documentation sufficient for Commission staff to make loan approval decisions in compliance with the following loan terms and conditions.

A. All loans under this policy are non-recourse loans.

B~~A~~. Amortized Loans: All~~Only amortized~~ loans ~~will be offered~~ to rental property owners shall be fully amortized loans. L~~Amortized l~~oans ~~will also be offered~~ to owner-occupants who are able to afford the regular monthly payments on the loan shall also be fully amortized. An~~The~~ owner-occupant household will be

considered able to afford monthly payments on an amortized loan if their total monthly housing costs are less than 30% of their gross monthly income. Monthly housing costs shall be defined as the sum of all mortgage payments including the rehabilitation loan payments, property taxes, homeowner's insurance, homeowner's association dues, and utility costs. Housing costs for mobile home owners shall also include the monthly park space rent. Utility costs shall include gas, electricity, other heating fuel, water, sewer, garbage, and shall be calculated using allowances established by the Sonoma County Housing Authority.

1. Term: All amortized loans will be for a 20-year term. Except as allowed under Section VII B, amortized loans shall be due and payable in full prior to 20 years should one or more of the following occur: 1) the borrower dies; 2) the property or any interest therein is sold, conveyed or transferred; 3) the borrower no longer occupies the property as his or her principal residence for reasons other than medical treatment, disability, education, family matters or similar situation which the Commission Director or his/her designee approves in writing and which requires a temporary alternate residence; ~~or~~ 4) the borrower does not make payments when due; or 5) a breach of any provision of the note or deed of trust/security instrument occurs ~~or is in default on any other loan condition~~.

   a. A borrower may prepay the outstanding loan balance, or any portion thereof, at any time without penalty.

   b. All payments on the amortized loan shall be applied first to the interest due and then to the principal balance of the loan.

2. Interest: The annual interest rate for amortized loans is 3%.

3. Loan Amount: The maximum amount of an amortized loan is $50,000 for a single-family house or mobile home on owned land; ~~and~~ $24,000 for a mobile home on a rented space; and $25,000 per unit ~~. Loans~~ for multifamily units ~~are set at a maximum of $25,000 per unit~~. Exceptions may be made in cases where hazard mitigation is required as a condition for the rehabilitation work.

B. Deferred-Payment Loans: The Commission shall offer loans on a deferred-payment basis to owner-occupants who cannot afford monthly payments on an amortized loan at the time of application. The applicant household will be considered unable to afford monthly payments on an amortized loan if their monthly housing costs, as defined in Section III.A, exceed 30% of their gross monthly income.

1. Term: The loan term shall be 20 years. No payments shall be required prior to the twentieth anniversary of the loan. H~~, h~~owever, ~~E~~except as allowed under Section VII B, the deferred-payment loan shall be due and payable in full prior to 20 years should one or more of the following occur: 1) the borrower dies; 2) the property or any interest therein is sold, conveyed or transferred; 3) the borrower no longer occupies the property

as his or her principal residence for reasons other than medical treatment, disability, education, family matters or similar situations which Commission Director or his/her designee approves in writing and which require a temporary alternate residence; or ~~and~~ 4) ~~the borrower is in default on any other loan condition~~a breach of any provision of the note or deed of trust/security instrument occurs.

a. At the beginning of the twenty-first year, the deferred-payment loan is due and payable in full.

b. A borrower may repay the outstanding balance of the loan, or any portion thereof, at any time without penalty. A borrower may choose to make irregular, periodic payments on the deferred-payment loan. All such prepayments will be credited first to the interest due and then to the principal balance of the loan.

2. Interest: Interest will be simple interest. Interest shall accrue on the unpaid principal balance from the date on which the Promissory Note is executed. The annual interest rate for deferred payment loans is 3%.

3. Loan Amount: The maximum amount of a deferred-payment loan is $50,000 for a single-family house or mobile home on owned land and $24,000 for a mobile home on a rented space. Exceptions may be made in cases where hazard mitigation is required as a condition for the rehabilitation work.

C. Relocation Requirements: Owners of rental properties must agree to comply with all applicable federal and state relocation laws and regulations.

1. If temporary relocation of tenants is required during rehabilitation, the borrower shall be responsible for locating comparable temporary housing which is suitable, decent, safe and sanitary.

2. The rental property owner shall be responsible for paying all reasonable out-of-pocket expenses incurred by the tenants in connection with the temporary relocation including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent and utility costs at such housing.

3. The rental property owner shall deposit sufficient funds into an approved escrow account to fully cover the estimated temporary relocation costs of the project. The Commission shall issue payments from the escrow account to the tenants, or to the rental property owner if payment has already been made to the tenants, for reimbursement of all reasonable out-of-pocket relocation expenses incurred.

D. Affordability Restrictions: The following affordability restrictions will be required based on whether the rehabilitation is considered to be “substantial” or “non-substantial”, as defined in Section VIII.

1. Substantial Rehabilitation:

   a. For any substantial rehabilitation of rental property assisted with any source of funds, a covenant will be recorded restricting continued occupancy of the property to low- or very low-income households for fifty-five (55) years. Said covenant shall run with the land.

   b. If required by the funding source for substantial rehabilitation of owner-occupied single-family properties, a covenant will be recorded restricting continued occupancy of the property to low- or very-low income households for up to forty-five (45) years. Said covenant shall run with the land.

2. Non-Substantial Rehabilitation:

   a. For non-substantial rehabilitation of rental properties assisted with any source of funds, a covenant will be recorded restricting continued occupancy of the units to low- and very low-income households for twenty (20) years. Said covenant shall run with the land.

   b. If required by the funding source for non-substantial rehabilitation of owner-occupied single-family properties, a purchase option will be recorded in favor of the Commission for up to fifteen (15) years. The Commission will exercise the option if (a) the owner decides to sell the property during the term of the option, (b) the Commission identifies a qualified buyer, and (c) the Commission has adequate funding to support, if needed, said buyer's acquisition of the property at fair market value. If the Commission does not exercise the option, the seller can sell the property on the open market. The specific terms of the purchase option shall be detailed in an Option Agreement, available in template form for prospective borrowers to review.

IV. ELIGIBLE IMPROVEMENTS

A. Eligible Improvements: Improvements must be of a permanently fixed nature. Repairs and improvements should be completed in the following priority order.

1. Improvements to correct health and safety hazards, including lead hazard removal, and to maintain the structural integrity of the building.

2. Repairs to correct cited code violations.

3. Repairs to correct other code items.

4. Repairs to correct incipient code items.

B. Ineligible Improvements:

1. Items which exceed the Commission's ~~established~~ "moderate quality" standards for fixtures, windows, floor coverings, finishes, and other items.

2. Improvements of a recreational nature are not eligible.

3. -Luxury improvements.

C. In no event shall the Commission approve loans for work unless all identified items described in IV.A:1 and 2 are corrected as a result of the work carried out in conjunction with the Commission's loan~~, except as permitted in areas of special need as designated in Appendix A~~.

D. The Commission shall not approve loans for work required to repair a condition for which the applicant has received, or will receive, an insurance settlement or funds from another source (such as FEMA or SBA) to pay for the repair except to augment the insurance or other funds in cases where such funds are insufficient to make the required repairs in compliance with all applicable codes or ordinances.

E. All work funded in whole or in part by the Commission is subject to the permit processes of the State, County and/or city in which the property is located.

1. All work must be done according to standards acceptable to the Sonoma County Permit and Resource Management Department, the State of California Department of Housing and Community Development, and/or the building inspection department of the city in which the property is located.

2. The proper permit(s) shall be obtained for all work which requires such permit(s). The cost of permits may be part of the loan.

F. "Self-Help" work by the owner-occupant may not be a part of the contract or loan. No "volunteer" assistance is allowed primarily for liability reasons.

V. LOAN PROCEDURES

A. Application Process:

1. All loan applications will be processed and evaluated on a first-come, first-served basis. Completed applications will be considered for assistance based upon the order of receipt of completed applications by the Commission. An application will be considered to be complete when all required information has been supplied by the property owner(s) and tenant households.

2. All applicants will complete a pre-application and furnish Commission staff with all required verifications. The information in the pre-application will be used to determine the applicant's initial eligibility for assistance.

3. After initial eligibility has been established, a thorough inspection of the property will be carried out by Commission staff. If necessary, additional

tests and/or inspections by third parties will be conducted. A rough scope of work and cost estimate will be developed based on the inspection(s), tests and consultation with the property owner.

4. After review and acceptance of the rough scope of work by the homeowner, Commission staff will prepare a formal loan application.

B. Loan Approval: Commission staff shall exercise sound underwriting practices in all loan transactions.

1. In all instances, the Commission's underwriting standards will be employed in a consistent, equitable manner. The Commission will at all times utilize sound judgment in making loans to ensure that the public funds are adequately protected. The Commission's underwriting standards will normally follow private lending practices but may in some cases be more lenient.

2. Loan applications shall be subject to normal commercial underwriting criteria by the Commission. Such criteria may include, but are not limited to: credit reports, appraisals, title reports, cash-flow analyses, etc.

3. The following services may be provided to all applicants. Charges for the following may be included in any loan made. There will be no charge for these services if the Commission does not approve the loan. If the applicant makes a voluntary decision not to proceed with the loan after approval, and if there is no other reason why the project cannot proceed, the owner may be requested to reimburse the Commission for all direct costs incurred.

   a. Appraisal of the market value of property.

   b. Credit report on each owner of the property.

   c. HCD title search for mobile homes.

   d. Preliminary title report and title insurance for loans to be secured by real estate.

   e. Structural pest control and other inspections or tests necessary to determine property condition.

   f. Lead and asbestos risk assessment(s).

4. The following underwriting criteria will be used to evaluate each application:

a. Loan applicants must be the legal owner of the real property, or the registered owner of the mobile home, and must have the authority to encumber the property.

b. A preliminary title report shall be obtained for all real estate loans (all loans except mobile homes on rented land).

c. A formal title search will be conducted by HCD for all mobile home loans.

d. Owner-occupants receiving deferred payment loans are exempt from the credit history requirements of this section. A consumer credit report will be obtained for all other loan applicants~~owners, trustors or trustees of the property~~. Key factors to be considered in reviewing the credit history are the borrower's ability to manage financial affairs and budget for debt and necessities.

e. At the discretion of the Commission Director or his/her designee, a loan may be approved despite isolated instances of slow payments or even more significant past problems, based upon careful analysis of the contributing causes and circumstances. The owner's demonstrated ability to reestablish a good credit standing, to maintain a good repayment pattern on housing-related debts, and to build equity in the property are all factors to be considered.

f. Unreported income, outstanding judgments, unreported property liens and poor credit ratings indicate that an applicant is a poor risk for the loan program. Unreported income is fraudulent and will result in denial of a loan.

g. Property taxes and mobile home registration fees must be current in order for an applicant to be considered for a loan and must be paid when due during the life of the loan.

h. Property insurance, including fire (and flood if applicable), will be required during the life of the loan. If an applicant does not have sufficient insurance to cover the amount of the Commission's loan and all senior liens or the value of the improvements whichever is less, or if the policy has lapsed, deficiencies must be corrected as a condition of loan approval. The Commission shall be named on the policy as mortgagee/loss payee for the full term of the loan.

i. For all properties assisted, loans may be made that result in a loan-to-value ratio of up to 100%. Property value will be established through an appraisal prepared by a State licensed or certified real estate appraiser.

j. To determine whether rehabilitation will be considered substantial or non-substantial, the after-rehabilitation value of the property shall be presumed to equal the property value as determined above, plus the total cost of the rehabilitation work to be completed under this program.

k. Senior liens on any property will be allowed only if their terms meet the following conditions:

i. The loan is not negatively amortized.

ii. The loan terms do not contain provisions for any balloon payment which would come due during the term of the Commission loan; and

iii. Open lines of credit are calculated as the maximum credit available to the borrower for purposes of determining loan-to-value ratio.

5. Each application will be summarized and a recommendation for loan approval or disapproval will be made to the Commission's Director or his/her designee. The recommendation will include the maximum recommended loan amount and repayment terms.

6. The Commission Director or his/her designee will make the final decision on each application.

7. Discretion of Commission Staff: It shall be within the purview of the Commission Director or her/his designee, to disapprove any loan application at any stage of processing through any formal or informal action which is consistent with sound underwriting practices and fair housing lending procedures.

C. Loan Documents: After selection of the contractor by the property owner, Commission staff will prepare loan documents including the Fair Lending Notice, Promissory Note, Deed of Trust and/or Mobile Home Security Agreement, Truth-in-Lending Disclosure, Notice of Right of Rescission and Request(s) for Notice of Default and Sale.

1. All legal owner-occupants of the real property, and all registered owner-occupants of the mobile home, shall execute all loan documents.

2. Occupant ~~S~~spouses and registered domestic partners who are not listed as owner on title to the property shall sign the loan documents unless title is clearly held as the owner's sole and separate property.

3. Non-occupants ~~parents, ex-spouses and/or children~~ who are listed on title to the property shall execute ~~will be required to co-sign~~ the ~~rehabilitation~~

Deed of Trust or Mobile Home Security Agreement ~~loan documents and shall be equally liable to repay the loan.~~

~~3~~4. Any owner contributions necessary for completion of the rehabilitation project shall be placed in the Commission's rehabilitation escrow account for disbursement to the contractor, or in payment of other loan costs, on behalf of the property.

VI. CONSTRUCTION

A. Competitive Bidding: After a loan is approved, Commission staff will coordinate the competitive bidding process to obtain fixed-price bids from qualified, licensed contractors.

1. The Commission shall determine whether a contractor is qualified through a pre-screening process. All contractors must submit a contractor application on the required forms to the Commission at, or prior to, the time of submitting their first bid.

2. The property owner may select any responsible contractor whose bid does not exceed 110% of the Commission staff's in-house cost estimate.

B. Construction Contract: The Commission staff will coordinate contracting for all work funded through the rehabilitation loan or with owner contributions to the project, manage the contracts, inspect the work and approve and disburse payments.

1. The contract for the rehabilitation will be executed by the owner and the contractor. The Commission staff will provide the contract form.

2. The Commission staff shall assist the owner in the control, supervision and direction of the work to be performed under the contract.

3. Changes to the services to be provided under the contract and amounts to be paid pursuant to the contract may be made only by written change order by and between the owner and the contractor and only upon written approval of the Commission's Executive Director or his/her designee.

4. During the period of performance of the contract, the owner shall not enter into any additional agreements with the contractor, whether written or verbal, without the written approval of the Commission's Executive Director or his/her designee.

5. Commission staff will inspect each project during construction to assure that work is progressing in a timely manner and that it is being carried out in accordance with the Scope of Work.

a. Phase inspections will be made by Commission staff prior to the disbursement of payments to the contractor. Any work requiring a building or other permit must also have written approval by the State, County and/or city building inspector.

b. The owner must accept all work before payment may be authorized, except payment awarded by arbitration or legal judgment.

6. Upon satisfactory completion of all work called out in the contract, the property owner shall sign the Notice of Completion (except in the case of mobile homes) which shall be recorded in the Sonoma County Recorder's Office.

VII. LOAN ADMINISTRATION and COLLECTIONS

A. Subordination: The Commission will subordinate the loan to a new loan only in the case where the owner wants to refinance the first mortgage and the owner will not take any cash out of the property nor will the Commission's financial position in the property be negatively impacted in any way.

B. Transfer and Assumption: Owner-occupied rehabilitation loans provided through this program cannot be transferred ~~to,~~ or assumed ~~by, future owners of the property~~ except in the case of transfer to an occupant spouse, registered domestic partner, or child. Such occupant spouse, ~~/~~ domestic partner, ~~/~~or child must provide certification of occupancy. Loans for rental properties may be assumed by subsequent purchasers of the property at the discretion of the Commission's Executive Director or his/her designee, as long as they are, and remain, compliant with the eligibility requirements of this Program Design.

C. Amortized Loan Collections: The borrower shall make regular monthly payments directly to the loan servicing agent as specified by the Commission. The Commission Director shall have the authority to select an outside loan servicing agent or to collect loan payments in-house. A loan servicing fee will be collected with each monthly payment.

D. Deferred-Payment Loan Collections: The borrower shall make full repayment of the loan when due directly to the Commission or loan servicing agent as specified by the Commission. A single loan set-up fee will be collected upon execution of the loan documents.

1. Recipients of deferred-payment loans will be allowed to make periodic prepayments directly to the Commission in order to reduce the amount of their indebtedness.

2. Elderly and Disabled Borrowers: At the beginning of the twenty-first year, the loan due date may be extended for households which qualify as elderly (over 62 years of age) and/or permanently disabled provided that: 1) the borrower is still the owner-occupant of the property; 2) the borrower is not in default of any of the loan terms; and 3) the dollar amount of any

senior liens does not exceed the dollar amount of senior liens in effect when the Commission loan was recorded; and 4) the borrower will pay a loan modification processing fee of $500, which fee may be financed in the principal balance of the deferred-payment loan. The deferred-payment loan's new term and interest rate will be the less stringent of those contained in this Program Design or those which may be in effect at the time the loan modification is approved by the Commission. This provision shall apply retroactively to all housing rehabilitation loans made by Commission, notwithstanding any terms to the contrary that may be contained in the promissory note for any loan.

3. Elderly and Disabled Mobile Home Owners: ~~In the unusual instance where~~If the fair market value of the mobile home at the time the loan is due is less than the total amount due to the Commission plus any superior lien(s) against the property and all bona fide costs of sale (including but not limited to real estate agent fees, transfer taxes, document preparation and recording fees), it shall be the Commission's policy to forgive the difference between the fair market value and the Commission's loan balance plus any superior lien and documented costs of sale.

   a. At the discretion of the Commission's Executive Director or his/her designee, the fair market value of the property shall be determined by either: 1) the purchase price paid pursuant to a sale of the property; or 2) a qualified licensed real estate appraiser whose fee shall be paid by the Commission.

   b. If repayment is made prior to the time the loan is due according to the terms of the Promissory Note and any other loan documents, or if a loan becomes due through borrower's default of the loan terms, this provision shall not apply.

E. Loan Defaults

1. If a borrower appears to be in default of one or more of the loan terms contained in the Promissory Note, Deed of Trust, Mobile Home Security Agreement or any other loan document, the Commission Director shall consult with the Office of the Sonoma County Counsel.

2. If the Commission Director determines that the borrower is in default of one or more of the loan terms, the Commission Director, with the advice of County Counsel, ~~shall~~ may initiate foreclosure proceedings.

   a. The Commission may contract with a trust deed service company to carry out a Notice of Default and Sale on behalf of the Commission, or may carry out the foreclosure process in-house.

   b. The Commission may disburse funds for all costs necessary to enforce its lien and complete the foreclosure sale process, including but not limited to: legal fees, trust deed service fees, past-

due property taxes and mobile home registration fees, mobile home space rent and utility charges, property hazard and liability insurance, needed maintenance and repair, and real estate agent fees.

c. If the loan is reinstated, any expenses will be the responsibility of the owner as a condition of reinstatement.

3. If the property goes to sale pursuant to this section, the sale proceeds minus the amount of any senior liens and the Commission's foreclosure costs shall be credited against the outstanding loan balance.

a. If the sale proceeds minus the amount of any senior liens and the Commission's foreclosure costs exceed the amount of the outstanding loan balance, the excess funds shall first be used to pay any valid claims of junior lien holders and any proceeds remaining thereafter shall be forwarded to the borrower.

~~b. If the sale proceeds minus the amount of any senior liens and the Commission's foreclosure costs are less than the amount of the outstanding loan balance, the Commission shall seek a deficiency judgment for the difference.~~

VIII. DEFINITIONS

Applicant/Co-Applicant: Any member of the household who is listed on title to the property and who will be accepting responsibility for repayment of any loan made by signing the required loan documents.

Assets: Assets of the applicant and household members shall be considered in determining household income. Household assets include:

1. Amounts in savings and checking accounts. (The greater of the current amounts or the average balance for the last 2 months in savings and checking accounts.)

2. Stocks, bonds, savings certificates, money market funds and other investment accounts.

3. Equity in real property (other than the applicant's principal residence) or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset.

4. The cash value of trusts that are available to the household, not including irrevocable trusts.

5. Annuities in the applicant's name that could be liquidated.

6. Assets, which although owned by more than one person, allow unrestricted access by the applicant.

7. Lump-sum receipts such as inheritances, capital gains, lottery winnings, cash from sale of assets, insurance settlements, and other claims.

8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.

9. Cash value of life insurance policies.

10. Household Assets Do Not Include:

    a. Personal property (except as noted in #~~9~~ 8 above).

    b. Interest in Indian trust lands.

    c. Assets not accessible by the household (e.g.: irrevocable trusts).

    d. Assets that are a part of an active business or farming operation.

    e. Retirement plans which, if withdrawn, would result in a penalty.

Below Market Interest Rate: An interest rate lower than the interest rate generally accepted for use by commercial lenders at the time of consideration.

Code Standards: All applicable housing, planning, fire prevention, building, zoning, health codes, and other pertinent local ordinances.

Disabled Household: A household in which any applicant or co-applicant is physically or mentally disabled. It may include two or more disabled persons living together, or one or more of these persons living with one or more live-in-aides or other household members.

Elderly Household: A household in which any applicant or co-applicant is 62 years of age or older. It may include two or more persons 62 years of age or older living together, or one or more of these persons living with one or more live-in-aides or other household members.

General Property Improvements: Items not specifically required by code which will generally improve the appearance and/or livability of the property and the neighborhood.

Gross Income: The total income of the household, before any withholdings are taken.

Household: A single person or a collective body of two or more persons living together in one housing unit as their common home and sharing common income.

Incipient Code Violations: An incipient code violation exists if, at the time of inspection, it is thought that the physical condition of an element in the structure will deteriorate into an actual code violation within one year. Examples are an old roof which is beginning to leak or a furnace which can reasonably be expected to become inoperative or hazardous because of its age or condition.

Income: All income from persons in a household must be included in the household income. Except as noted below*, income from minors/dependents is not included in household income. Annual household income includes:

- Annual gross amounts of wages, salaries, tips and commissions.

  Net annual income from operation of business or profession.

  Net annual income from rental of real or personal property.

  If one or more of the bedrooms of an owner-occupied single-family property is/are rented to non-household members, the non-household members' incomes shall not be included in income calculations for the owner's household. However, the rent paid to the owner shall be included in income calculations for the owner's household.

  Actual or imputed annual income from assets.

  If household assets are below $5,000, actual income earned from assets will be added to the household income.

  If household assets are $5,000 or more, the actual income earned from assets will be compared to an imputed income earned figure arrived at by multiplying the total assets by HUD's imputed income rate, also known as the passbook rate. This rate is periodically adjusted by HUD. The current HUD passbook rate is 2%, and may be adjusted from time to time. The higher of the actual income earned or the imputed income earned figures will be added to the household income.

  Annual income from periodic payments such as Social Security, insurance, retirement funds, pensions, alimony, or child support.

  Annual amount of payment in lieu of earnings, such as unemployment, disability, worker's compensation.

  Annual amount of public assistance allowances or grants.

Total annual income divided by 12 equals monthly income. The income shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income.

*Survivor's Social Security, SSI, other public assistance or disability payments and pension payments paid to a minor/dependent are the only types of income received by a minor/dependent which are included in the household income.

Minor/Dependent: Members of the household (other than the applicant or co-applicant[s]) who are under 18 years old or who are fulltime students and live at home, or who are disabled in such a manner as to require on-going dependency.

Mobile Home: For purposes of this program, a mobile home is defined as a transportable structure, designed for use as a dwelling, whose minimum exterior dimensions are 8 1/2 feet wide and 32 feet long measured from wall to wall.

Non-Household Member(s): A single person or a collective body of two or more persons who rent one of the bedrooms of a single-family house or mobile home and who do not share common income with the owner-occupant household.

Non-substantial rehabilitation: Non-substantial rehabilitation is defined as rehabilitation, the value of which constitutes less than 25% of the after rehabilitation value of the dwelling, inclusive of land value.

Substantial Rehabilitation: Substantial rehabilitation is defined as rehabilitation, the value of which constitutes 25% or more of the after rehabilitation value of the dwelling, inclusive of land value.

I HAVE READ AND UNDERSTAND THE INFORMATION PRESENTED IN THIS PROGRAM DESIGN FOR THE HOUSING REHABILITATION PROGRAM.

_____	_____
Date	Property Owner Signature
_____	_____
Date	Property Owner Signature

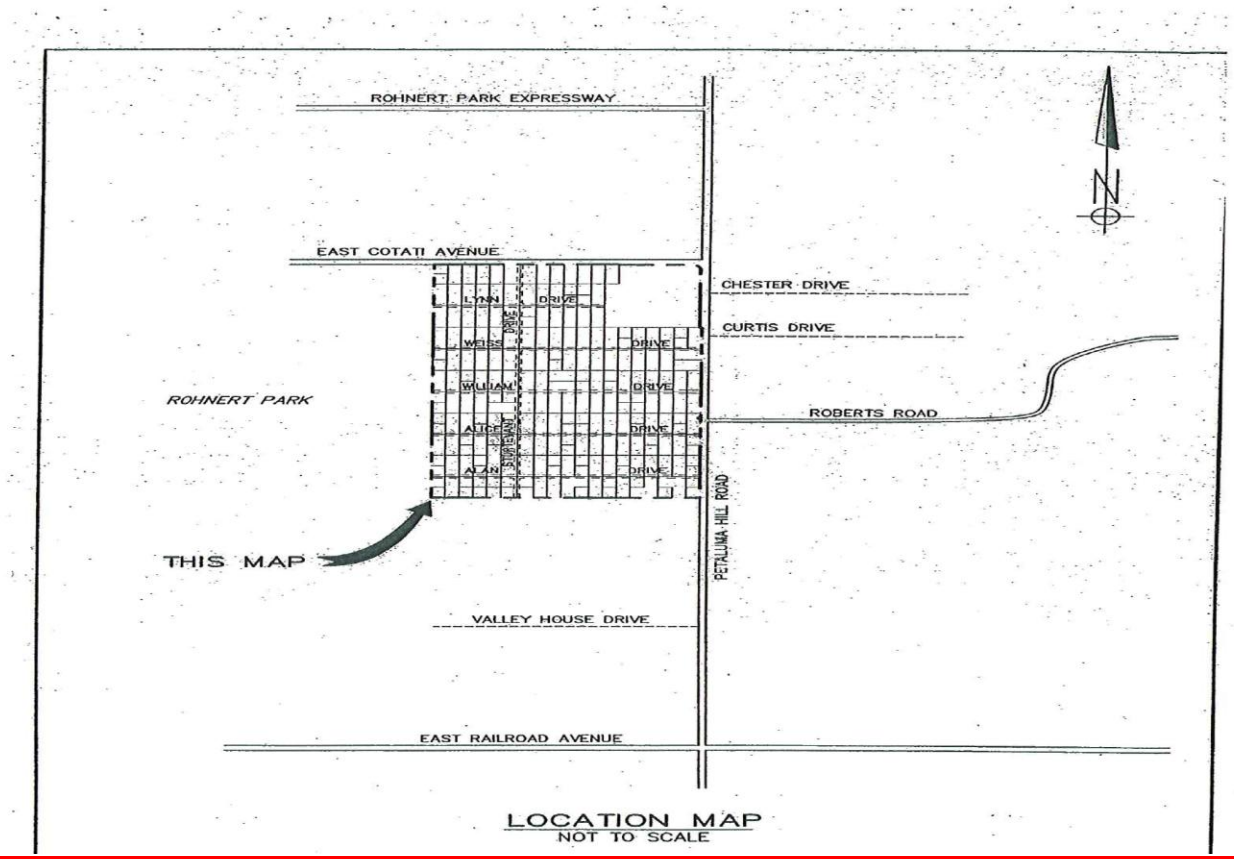
~~APPENDIX A~~

~~DESIGNATED AREAS OF SPECIAL NEED~~

~~Canon Manor~~

~~As of July 1, 2013, developed properties located within the Canon Manor subdivision in the unincorporated area of the County shown on the map below shall be eligible for assistance from County Reinvestment and Revitalization (RR) Funds, without regard to the income or asset level of the occupant household, solely to pay any and all costs necessary to connect their homes to public water and/or sewer. All other provisions of the Housing Rehabilitation Program Design shall apply.~~

~~From July 1, 2013 through June 30, 2014, all available RR funds will be used to assist eligible properties within Canon Manor before being used to assist any properties in other locations.~~



Sonoma County Community Development Commission

Problem Loan Workout Guidelines

The Sonoma County Community Development Commission (CDC) services a number of different types of loans. Most of these loans were made to low- to moderate-income individuals to assist them to acquire or improve their personal residences, and most are secured by liens on real property (through the recordation of deeds of trust) or mobile homes (through the CDC's being named as "legal owner" or "junior lien holder" on the certificate of title). Most of the loans are "deferred payment" loans, which bear interest but do not require any payments by the borrower until the loans mature (typically in 20 years). However, the loans place various ongoing obligations on the borrowers, including requirements to:

- Make all payments required under any other loans on the property;
- Keep hazard insurance policies in place on the property;
- Make all required payments of property taxes;
- Occupy the property as a primary residence or not rent out the property; or
- For mobile homes, pay all required space rent and annual registration fees.

Failure to meet these requirements is an event of default under the CDC's loans. In addition, in most cases the CDC loan becomes due and payable on the death of the borrower, or other circumstances where the borrower no longer resides in the home.

From time to time loan servicing staff becomes aware of a borrower's default or of some other situation that could impair the security of the CDC's loan. The most typical causes are (1) failure to make payments under a senior lien, (2) failure to pay space rent, (3) the filing of a bankruptcy action by the borrower, or (4) death of a borrower. In such cases the CDC must take action in order to ensure that the CDC's lien position is not impaired by the default. Failure to take such action could result in the CDC suffering a loss that it could have avoided (e.g., losing a junior lien through the foreclosure of a senior lien, even though sufficient equity in the property exists to pay both liens). These guidelines describe in general terms the steps to be taken by the CDC to mitigate losses arising from borrower defaults. As the CDC's goal is to maximize its potential recovery while minimizing out-of-pocket expenses, these steps may be modified as necessary following consultation with County Counsel.

Step 1: Borrower Contact

CDC staff will make every effort to contact the borrower and superior lienholder so that a workout can be attempted and a sound decision can be made regarding preservation of the collateral. CDC staff will make sure the borrower understands the consequences of failure to pay, including the possibility of foreclosure and any resulting deficiency or liability for the promissory note and charge-off. The CDC staff will attempt to obtain a description of the reason for default and whether the borrower intends to make the delinquent payments or intends to keep or surrender the property.

Step 2: Ascertain Value of Collateral

Step 2 involves determining the value of the property securing the CDC loan and the status of any senior liens.

CDC staff will attempt to find out if the superior lien is delinquent or current and get all appropriate superior lien contact information, including the borrower's loan number and lender contact phone number. CDC staff will try to obtain the borrower's written authorization for the first lienholder to release information. For mobile homes, CDC staff will contact the park owner and attempt to obtain information about the extent of the borrower's failure to pay space rent or other park charges. CDC staff will attempt to obtain information about the amount owned by the borrower on any senior liens (or for space rent) and the monthly payments on each.

CDC staff will obtain an estimate of the value of the collateral securing the loan, based upon a source that is appropriate in the circumstances. This may include consultation of on-line real estate value websites, obtaining a "Broker's Price Opinion" or other estimate of value from a real estate broker, or obtaining an appraisal of the property.

Step 3: Determining Security Position of CDC Loan

CDC staff will determine the extent to which the CDC loan is secured by the collateral, in light of the value of the property, the amount of senior liens or interests in the property, the amount of the CDC's unpaid loan balance, and the estimated expenses the CDC would incur in foreclosing on its collateral. After undertaking this analysis, the Executive Director will consult with County Counsel and determine a course of action with respect to loss recovery activities.

If the analysis determines that the CDC loan is entirely unsecured (i.e., the total amount owed under senior liens is greater than the value of the collateral), then the Executive Director should ordinarily take no other action to recover on the CDC's security interest.

If the analysis determines that the CDC loan is secured, in whole or in part, then the CDC's Executive Director, following consultation with County Counsel, may take such actions as are necessary to protect that security and, if the borrower's default is not cured, to recover on such security. Such actions may include, but are not necessarily limited to, the following:

- Making insurance payments to ensure that hazard insurance coverage remains on the collateral;
- Making real property tax payments on the collateral;
- Bringing loans secured by prior liens current;
- Filing claims or engaging counsel to appear in borrower bankruptcy or probate proceedings;
- Entering into "short sale" agreements with the borrower and any other lenders on the property;

- Entering into payment restructuring, payment forbearance, or loan modification agreements with the borrower;
- For mobile homes, making space rent payments if necessary to ensure the CDC can sell the mobile home at its current location;
- Paying for other necessary property maintenance and upkeep activities;
- Paying real estate commissions and costs;
- Bidding at trustee's sales held by senior lenders, if necessary to keep the sale from wiping out the CDC's lien on the collateral.

For instances in which the CDC ultimately recovers less than the full amount owed by the borrower as a result of the CDC's loan workout activities (e.g., in those cases where the CDC lien is not fully secured), CDC staff will document the basis for all actions taken in the loan workout process.

Step 4: Foreclosing on CDC's Lien Interest

If the Commission Director determines, with the advice of County Counsel, that foreclosure is the most appropriate way to recover all or part of the amount owed to CDC, the Executive Director may contract with a trust deed service company to carry out a Notice of Default and Sale on behalf of the Commission, or may carry out the foreclosure process in-house.

The Commission may disburse funds for all costs necessary to enforce its lien and complete the foreclosure sale process, including but not limited to: legal fees, trust deed service fees, past-due property taxes and mobile home registration fees, mobile home space rent and utility charges, property hazard and liability insurance, needed maintenance and repair, and real estate agent fees.

- If the loan is reinstated, any expenses will be the responsibility of the owner as a condition of reinstatement.
- If the property goes to sale pursuant to this section, the sale proceeds minus the amount of any senior liens and the Commission's foreclosure costs shall be credited against the outstanding loan balance.
- If the sale proceeds minus the amount of any senior liens and the Commission's foreclosure costs exceed the amount of the outstanding loan balance, the excess funds shall first be used to pay any valid claims of junior lien holders and any proceeds remaining thereafter shall be forwarded to the borrower.

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: Sonoma County Board of Supervisors

Board Agenda Date: September 23, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Danielle Scannell- (707) 565-8304
Terina Tracy – (707) 565-3234

Supervisorial District(s):

All

Title: 09-23-14 ACTTC Follow Up Review Public Administrator/Guardian/Conservator

Recommended Actions:

Review and accept the Follow-Up Review of the Public Administrator/Public Guardian/Public Conservator for the fiscal year ending June 30, 2014.

Executive Summary:

Based on the Public Administrator/Public Guardian/Public Conservator Agency Fund Agreed Upon Procedures Report for the fiscal year ended June 30, 2011 the Auditor-Controller-Treasurer-Tax Collector's Office identified two control deficiencies and made recommendations to correct those deficiencies.

Our Follow-Up Review found that the Public Administrator/Public Guardian/Public Conservator has taken satisfactory corrective action to implement one of our recommendations. Corrective actions regarding the second recommendation are currently in progress.

As stated in the Internal Audit Charter, the Internal Audit Division is organized and managed to optimize auditor independence, including not being directly involved in the day-to-day operation of the system of internal controls and having the ability to report directly to the Board with review findings. As such, we believe that the Internal Audit Division maintained independence during this review.

Prior Board Actions:

Previous Agreed Upon Procedures Report accepted by the Board of Supervisors on September 25, 2012.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 14-15			
Expenditures		**Funding Source(s)**	
Budgeted Amount	$		$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Attachment A – Follow-Up Review Public Administrator/Guardian/Conservator

Related Items "On File" with the Clerk of the Board:

None

Auditor-Controller-Treasurer-Tax Collector

Internal Audit

Sonoma County

ATTACHMENT A-1

Follow-Up Review of Sonoma County Public Administrator/Public Guardian/Public Conservator Agency Fund

For the Fiscal Year Ended
June 30, 2014

One recommendation was fully implemented, the remaining recommendation is currently in progress.

Audit No: 3352
Report Date: July 24, 2014

Audit Manager: Kanchan K. Charan, CPA, CGMA
Audit Supervisor: Damian Gonshorowski, CPA, CGMA
Auditor: Danielle Scannell, CPA, CIA, CGMA

Sonoma County Public Administrator/Public Guardian/Public Conservator Agency Fund

Follow-Up Review
For the Fiscal Year Ended
June 30, 2014

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DAVID E. SUNDSTROM, CPA
AUDITOR-CONTROLLER
TREASURER -TAX COLLECTOR

585 FISCAL DRIVE, SUITE 100
SANTA ROSA, CA 95403
PHONE (707) 565-2631
FAX (707) 565-3489

ATTACHMENT A-3

DONNA DUNK, CPA
ASSISTANT
AUDITOR-CONTROLLER

JONATHAN KADLEC
ASSISTANT
TREASURER-TAX COLLECTOR

Internal Auditor's Report

Scope of Review

We have completed the Follow-Up Review of the Sonoma County Public Administrator/Public Guardian/Public Conservator (PA/PG/PC) Agency Fund. Our procedures were limited to reviewing, as of June 23, 2014, actions taken to implement two (2) recommendations from our original Agreed-Upon Procedures Report.

Background

Our original Agreed-Upon Procedures Report, dated May 22, 2012, was to determine the adequacy of specific internal controls over assets for which the PA/PG/PC is responsible, processes with a financial impact, and compliance with applicable laws, regulations, policies, and procedures.

Results

One of the recommendations was fully implemented, the remaining recommendation is currently in progress.

1. ***Client Inventory List within Panoramic Contains Vague Descriptions of Client Assets (Significant Control Weakness)***

   We recommend that the Agency Fund update inventory records within the Panoramic Inventory system for clients whose accounts were opened before the implementation of the new policies and procedures. This will require that the Agency Fund add all inventory not already recorded within the Inventory Lists and audit/correct all property inventory that is currently in the system.

   Current Status: ***In Progress.*** In February 2013 Chief Deputy Chris Koper updated the PA/PG/PC Policies and Procedures over the Marshaling, Custody and Disposition of Personal Property. These updated procedures clearly outline tasks to be performed by the responsible staff/function and establish a time frame for which these tasks must be completed. It does not appear that these procedures are being strictly followed. Our testing revealed that the property inventory records of some of the older files had been updated in Panoramic to reflect more through descriptions of the items marshaled by PA/PG/PC. However, we also discovered instances of newer client inventory (property marshaled since our original report) that did not comply with the level of detail required by the PA/PG/PG Policy and Procedure Policy. As such, we consider this recommendation in – progress.

2. *Control Over the Access to the PA/PG/PC Safe Room is Inadequate for the Safeguarding of Client Assets* (Significant Control Weakness)

We recommend that the Agency Fund implement the use of an electronic card reader to monitor access to the safe room to reduce the risk of unauthorized entry.

Current Status: ***Fully Implemented:*** In July 2012, immediately following the last audit, the PA/PG/PC Division installed an electronic key card access control to the Safe Room. Key card access to the Safe Room is limited to the Property Deputy, Chief Deputy, Adult and Aging Division Director and Adult and Aging Accountant. The PA/PG/PC Policies and Procedures also clearly outline which personnel is allowed to enter the safe room and that staff must be accompanied by someone who does not directly manage cases with assets under the control of PA/PG/PC. As such, we consider this recommendation fully implemented.

Closing Statement

We would like to thank Chris Koper for her helpfulness and cooperation in conducting this Follow-Up Review. If you have any further questions regarding this report, please contact Danielle Scannell at (707) 565-8304.

Sonoma County Auditor-Controller

July 24, 2014

County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: September 23, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:
Supervisor Mike McGuire, 565-2241

Supervisorial District(s):
Fourth

Title: Disbursement of FY 14-15 Fourth District Advertising Funds.

Recommended Actions:

Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for FY 14/15: Geyserville Chamber of Commerce for the Fall Colors & Vintage Car Show event, $750 and for Tree Lighting and Tractor Parade of Lights event, $250; Geyserville Community Foundation, $1,000; Cloverdale Arts Alliance, $1,300; Sonoma County Farm Trails, $750.

Executive Summary:

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor's discretion. The Fourth District has reviewed applications and wishes to recommend the following FY 14/15 advertising grant award:

1.) Geyserville Chamber of Commerce for advertising and promotion of the Annual Fall Colors & Vintage Car Show event; grant award of $750; and for advertising and promotion of the Tree Lighting and Tractor Parade of Lights event; grant award of $250.
2.) Geyserville Community Foundation for advertising and promotion of the annual Sculpture Trail in Cloverdale and Geyserville; grant award of $1,000.
3.) Cloverdale Arts Alliance for advertising and promotion of the 12th season of the Friday Night Live at the Plaza concert series; grant award of $1,300.
4.) Sonoma County Farm Trails for advertising and promotion of the Gravenstein Apple Fair 2014 and Farm Trails Tours events; grant award of $750.

Funds will be distributed upon approval of these awards by Board and execution of Advertising grant agreement contract with 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 District Director and County Administrator's Office of advertising and

promotional activity receipts up to the total amount of the grant award.

Prior Board Actions:

7/29/14; 8/12/14; 8/19/14 – Awarded FY 14/15 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.

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$ 4,050		$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$ 4,050
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$** 4,050	**Total Sources**	**$** 4,050

Narrative Explanation of Fiscal Impacts (If Required):

Funds are included in the FY 14/15 budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

FY 14/15 Grant Award Agreement Template

Related Items "On File" with the Clerk of the Board:

None.

A G R E E M E N T

THIS AGREEMENT made and entered into this ___ day of__June__, __2014__, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the Sonoma County Farm Trails, (hereinafter ADVERTISER).

W I T N E S S E T H:

WHEREAS, ADVERTISER has represented that it is aware of and understands the provisions and requirements of Government Code Section 26100 and COUNTY'S "Advertising and Promotions Program Policy" for the expenditure of funds appropriated under Section 26100, and that any expenditure made by ADVERTISER will be in compliance with Section 26100, the Advertising and Promotions Policy, and this Agreement, and

WHEREAS, COUNTY'S Board of Supervisors has relied on those representations in authorizing the execution of this Agreement, and

WHEREAS, ADVERTISER has applied for and received funding under **Category E** – Local Events and Organizations category of the Advertising and Promotions Program Policy, and

WHEREAS, ADVERTISER is ready, willing and able to perform the services herein provided to be performed.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. During the fiscal year July 1, 2014 to June 30, 2015, COUNTY shall pay to ADVERTISER the total sum of **$XXX.00** (hereinafter "Advertising Funds"), payable upon execution of this contract.

2. ADVERTISER must submit to the COUNTY receipts of activities performed utilizing the Advertising Funds. Activities must take place between July 1, 2014 and June 30, 2015. Receipts must be remitted to the COUNTY by July 31, 2015. If receipts are not submitted by July 31, 2015, repayment will be required of grant dollars not supported by advertising expense receipts by August 15, 2015. Failure to submit required receipts may jeopardize ability to receive future grant awards.

3. In consideration whereof, ADVERTISER promises and agrees to render the following services to COUNTY during the fiscal year July 1, 2014 to June 30, 2015:

   As set forth in the attached, Exhibit A (application for funding). In the case of more than one event, Advertiser will not transfer funds between events without prior approval from the county's program coordinator.

Additionally, any Advertising conducted utilizing funds provided under this agreement must identify the "County of Sonoma – Board of Supervisors" as a sponsor. ADVERTISER may also include the Sonoma County seal logo on materials, although the seal may not replace the language noted in this section.

4. ADVERTISER agrees to keep complete books and records, and to make available and submit to audit by COUNTY all of ADVERTISER'S books, records, and financial statements upon COUNTY'S request and without prior notice.

5. ADVERTISER warrants to COUNTY that any Advertising funds paid to ADVERTISER by COUNTY pursuant to this agreement shall be expended for only those purposes authorized by Section 26100 of the Government Code of the State of California and the COUNTY's Advertising and Promotions Policy.

6. Travel expenses, such as transportation and lodging, and/or meal costs, are not allowable advertising and promotions expenses. Advertising Funds may not be used to purchase or lease fixed assets.

7. ADVERTISER agrees to submit copies of all published materials to the County Administrator's Office.

8. Indemnification:

   a. ADVERTISER 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 Advertiser, that arise out of, pertain to, or related to Advertiser's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

   b. ADVERTISER shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with ADVERTISER's performance hereunder.

9. <u>Non-Discrimination:</u> ADVERTISER shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap, including the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.

10. <u>Assignment/Delegation</u>: ADVERTISER shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.

11. <u>Merger</u>: 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 C.C.P. Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12. Termination: At any time, with or without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to ADVERTISER. In the event of such termination, COUNTY shall pay ADVERTISER for services rendered satisfactorily and in good faith to such date in an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by ADVERTISER bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreement by ADVERTISER.

13. Repayment: If ADVERTISER fails to comply with the rules and requirements of the Advertising and Promotions Program Policy or the specific Category requirements under which the ADVERTISER received funds, as specified, then ADVERTISER shall, within ten days of receipt of notice of such failure by COUNTY, return all grant funds provided by COUNTY under this agreement; provided, however, that COUNTY may, in its sole discretion, allow ADVERTISER to retain some or all grant funds if COUNTY determines that the failure was inadvertent or immaterial, or that ADVERTISER has taken action to ensure that the failure will not reoccur.

14. Conflict of Interest: ADVERTISER covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. ADVERTISER further covenants that in the performance of this contract no person having any such interest shall be employed.

15. Attorneys' Fees: In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as a part of such action or proceeding.

16. Statutory Compliance: ADVERTISER agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies 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.

17. AIDS Discrimination: ADVERTISER 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.

18. 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.

19. 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. ADVERTISER expressly recognizes 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 ADVERTISER 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 ADVERTISER shall be entitled to no compensation whatsoever for the performance of such work. ADVERTISER 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

COUNTY OF SONOMA

DATE: _____ By _____
County Administrator, authorized by the
Chair, Board of Supervisors

DATE: _____ By _____
(Enter name of Grantee)

County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: September 23, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:
William Rousseau – (707) 565-1876

Supervisorial District(s):

Title: Geothermal Appraisal Services Agreement

Recommended Actions:

Authorize the Clerk-Recorder-Assessor to execute an agreement with Harold W. Bertholf, Inc. for geothermal and power plant property appraisal services, for the period of September 23, 2014 to June 30, 2017, in an amount not to exceed $499,525.

Executive Summary:

In 1999, the California State Board of Equalization amended Property Tax Rule 905 and changed the assessment of investor-owned utilities from State Board of Equalization jurisdiction to that of local assessors. Sonoma County currently has 15 investor-owned power plant facilities at the Geysers.

Harold W. Bertholf and his associates possess the necessary expertise in geology and experience in appraisal services to provide reliable evaluations of geothermal properties and related facilities. All professional employees of the company are certified by the State Board of Equalization for property tax appraisal work. Bertholf, Inc. has been providing geothermal property appraisal services to the Sonoma County Assessor since 1997. The Assessor does not have in-house staff with the necessary technical expertise in the geothermal field to accurately appraise geothermal properties and successfully defend assessment appeals on these properties.

For each year of the proposed agreement, Bertholf and associates will provide a list of all geothermal and power plant properties located in Sonoma County and appraise each power plant and steam well according to its fair market value. Supplemental assessments will be provided for the market value of any newly transferred or constructed power plants, geothermal wells and facilities. Additionally, if at any time during the term of the Agreement a question or controversy arises regarding the appraisals made, Bertholf and associates will provide auxiliary services to the Assessor. These services include working with the Assessor and legal counsel, as needed, to resolve questions or controversy, and representing the Assessor in defense of challenged assessed values and administrative appeals before the Sonoma County Assessment Appeals Board or the State Board of Equalization.

The proposed agreement would allow Mr. Bertholf and associates to continue to provide economic and financial analysis services, and assessment appeals support with respect to complex geothermal properties located in Sonoma County for the next three years. Due to prior unsuccessful efforts to locate another individual to perform these services, and his unique qualifications, the Purchasing Division has approved a single source waiver in lieu of completing a Request for Proposals.

The proposed contract is for three years with total costs not to exceed $499,525. $349,525 is allocated for basic assessment and supplemental assessment services ($101,960 FY 14/15; $121,191 FY 15/16; $126,374 FY 16/17), and $150,000 for any necessary auxiliary services required during the contract term of September 23, 2014 through June 30, 2017.

Due to state requirements to appraise power plant facilities at the Geysers in Sonoma County, and the technical expertise in geology, appraisal of plant facilities, and economics of energy production required to establish accurate and fair property values, the Assessor requests that the Board authorize the Clerk-Recorder-Assessor to execute an agreement with Harold W. Bertholf, Inc.

Prior Board Actions:

06/24/14: Authorized the Clerk-Recorder-Assessor to execute the first amendment to the agreement for fiscal year 2013/14, increasing the amount by $12,645, and extending the term to July 31, 2014.
07/12/11: Authorized the County Clerk-Recorder-Assessor to execute a three year agreement for fiscal years 2011/12 – 2013/14, in the amount of $99,646 (11/12), $101,639 (12/13), and $103,672 (13/14).

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Geothermal and power plant property appraisal services provided through this contract establish accurate and fair business property values, providing professional management of the property appraisal function that is fiscally responsible and accountable to the public.

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$ 101,960	County General Fund	$ 101,960
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$ 101,960**	**Total Sources**	**$ 101,960**

Narrative Explanation of Fiscal Impacts (If Required):

Funding for basic and supplemental assessment services for FY 14-15 is included in the budget for the Assessor division. Should auxiliary services be required due to assessment appeal activities, further appropriations will be identified.

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			
Agreement for Geothermal and Power Plant Property Appraisal Services			

County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: September 23, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:
Michelle Arellano, 565-2431

Supervisorial District(s):
All

Title: Bodega Bay Fire Protection District Ambulance

Recommended Actions:

Authorize the County Administrator to execute a contract with Bodega Bay Fire Protection District in the amount of $45,000 with a term expiring June 30, 2015 for the purchase of an ambulance; and Authorize the County Administrator to execute an amendment to the FY 2013-14 agreement with the Bodega Bay Fire Protection District extending the term through June 30, 2015 to allow use of prior year remaining grant funds of $44,497 for the purchase of the ambulance.

Executive Summary:

This item requests Board approval to grant an Advertising Program award of $45,000 to the Bodega Bay Fire Protection District and reallocate $44,497 prior year remaining award funds to assist with the purchase of a new ambulance that will replace an existing ambulance which has exceeded its useful life.

Background

In June 2014, the Bodega Bay Fire Protection District (District) made a request to the Board to allocate Advertising Program funds and reallocate the prior year remaining award grant to use for the purchase of new ambulance (Attachment A). The District had applied for the requested Fiscal Year 2014-15 Advertising funds under Category B2 – Community Safety in accordance with the Program guidelines earlier in this year however the Board did not make a recommendation to grant an award due to the amount of funds being requested and the lack of detail needed to make an informed decision. During the June 16, 2014 Fiscal Year 2014-15 Budget Hearings, your Board approved an allocation of Advertising Program funds of $45,000 to assist with financing a new ambulance and directed staff to work with the District to review options for a less expensive model.

The Bodega Bay Fire Protection District is one of three districts that are certified to provide Advanced Life Support Ambulance services in Sonoma County. The District provides service for a large coastal/rural area covering 182 square miles, including the towns of Bodega Bay, Bodega, Valley Ford, Bloomfield and a part of Monte Rio. This District also provides back up support service to Jenner, Cazadero, Timber

Cove, Annapolis, Gold Ridge, Freestone and Occidental. The District currently has two ambulances, a "front line" that serves as primary and "back line" that is used when the front line ambulance requires maintenance or during high visitor traffic. During the past few years both ambulances have experienced many mechanical difficulties and breakdowns and have exceeded their useful lives. The District seeks to purchase a Chevrolet GM4500 chassis ambulance valued at $180,000 that will take the place of the current front line ambulance. Once purchased, the current front line ambulance will become the back up, and the current back up will be retired.

Staff worked with the District to review two models, the larger one of interest and a smaller less expensive one (sprinter model). The larger ambulance type can accommodate two to three patients and one medical personnel as well as medical supplies and rescue gear. The sprinter model is designed for one patient and one medical personnel and enough room to store medical supplies. Being that the District not only provides patient care and transport services, but is also responsible for rescue, extrication and fire suppression, staff determined that the larger ambulance type is the best option for the District.

Should the Board approve the current year award and the extension to the FY 2013-14 agreement for use of prior year remaining award dollars, the District will use the funds to finance the new ambulance while continuing to look for revenue opportunities to pay the future year's payments.

Prior Board Actions:

6/11/13: Board approved advertising grant award to Bodega Bay Fire Protection District
6/17/14: Board authorized allocation of Advertising Program funds for purchase of a new Bodega Bay Fire Protection District ambulance.

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

Advertising Program addresses potential impacts on visitors' and residents' safety as a result of high-impact tourism within the unincorporated areas of the county.

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$ 45,000	County General Fund	$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$ 45,000
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$ 45,000**	**Total Sources**	**$ 45,000**

Narrative Explanation of Fiscal Impacts (If Required):			
$45,000 to fund the Bodega Bay Fire Protection District ambulance is budgeted for Fiscal Year 2014-15. FY 2013-14 remaining grant award of $44,497 is budgeted in Fiscal Year 2014-15.			
Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment A – Bodega Bay Fire Protection District Letters Attachment B – Agreement Attachment C – Amendment to FY 13-14 Agreement			
Related Items "On File" with the Clerk of the Board:			

BODEGA BAY FIRE PROTECTION DISTRICT

P.O Box 6
510 Highway One
Bodega Bay CA 94923

Committed
to
Safety and Service

June 13, 2014

Supervisor Efren Carrillo, 5th District
Sonoma County Board of Supervisors
575 Administration Drive, Room 100
Santa Rosa, CA 95403

Dear Supervisor Carrillo,

We seek your help in resolving two, separate and distinct issues of great importance to those who live in, or visit, the area served by the Bodega Bay Fire Protection District: (1) the current allocation of Advertising Program Grant Awards – Category B2; and, (2) the creation of "bridge" or "assistance" funding to help the District maintain its current, minimal staffing while the District and County work to solve the larger challenges presented by the need to fund emergency services county wide.

Faced with the failure of tax "Measure A", and the depletion of the "reserve fund" the District has been using to maintain its current level of service, the Board declared a state of Fiscal Emergency on May 13, 2014.

On that same date, the Board returned from executive session to announce that it had voted to lay off 1/3 of the professional Firefighter/EMS staff.

At the same time, the Board received news that Bodega Bay's request for $90,000.00 in TOT funds, to be used to replace an aging and failing ambulance, had been denied, in total.

The BBFPD respectfully requests your help with each of these issues.

1. <u>The Ambulance</u>
Bodega Bay provides the primary Advanced Life Support Ambulance for a large coastal/rural area covering 182 square miles. Included within this service are the towns of Bodega Bay, Bodega, Valley Ford, Bloomfield, and part of Monte Rio. We provide the back up service for Jenner, Cazadero, Timber Cove, Annapolis, Gold Ridge, Freestone, and Occidental. Finally, the BBFPD has an obligation to fulfill the ambulance needs of Sonoma County as those needs arise.

To meet these demands, Bodega Bay has two ambulances. Our "front line" ambulance, 811, and our "back line" or reserve ambulance 812. The reserve ambulance is used when the front line ambulance either breaks down or is being serviced. It is also used as a second ambulance during periods of high visitor traffic such as major events or holidays. Although the back line ambulance is not capable of sustained front line use, to ensure seamless, comprehensive service, we need both.

Simply stated, our "front line" ambulance needs to be replaced and moved to "back line" use. Our 'back line" ambulance has exceeded its useful life and needs to be retired. We need to move 811 to back line status while it still has a measure of useful life. If, instead, we run it

into the ground, we will need to purchase two ambulances in the foreseeable future.

Unit 812 was put into service in 2001. Unit 811 entered service in 2007. The Sonoma County standard "life" for the contract ambulance providers is 6 years and/or 150,000 miles for an ambulance on a Ford chassis. Most of those ambulances do not carry the heavier "modified boxes" that are required by fire service ambulances. And, the standard assumes use on "reasonable" roads – a luxury we in rural Sonoma County are not afforded; our ambulance spends a lot of time on Highway 1; the constant curves, climbs descents, and bumps are hard on all of the ambulance systems – especially the suspension, steering, and other mechanical components; in addition, the constant "vibrations" cause wear on internal systems – including those used to deliver care in the "box". Under the most lenient interpretation of the standard, 812 should not be in service and 811 should serve no more than back up use.

During the past couple of years, 811 has suffered numerous mechanical difficulties and breakdowns. It has reached the point where one cannot assume it will be ready when called upon. We believe that with tender care, it will serve as a useful back line vehicle.

In light of this problem, the BBFPD applied for an Advertising Program Grant Award of $90,000, to be applied toward the purchase of a front line ambulance. That request was denied.

A new front line ambulance, of like kind to what we now operate, will cost around $180,000. We are not trying to take a "step up" with this purchase.

We have $45,000 from a prior grant to apply to this purchase. With a new grant of $90,000, we will be close to our goal. We hope to bridge the gap with a combination of the following: (1) private fundraising in the nature of events, sponsorships, and "crowd funding", and/or (2) a request to the County for an interest free loan to cover the gap. Were we to be able to purchase an ambulance without the need for deficit funding, we would use those efforts to rebuild our reserve account; having spent our reserves to maintain our service levels, we have no money set aside to replace our aging engine, 8880. Whatever help the county can provide will be put to good use and will be supplemented by our continuing efforts to raise money for our District.

a. What We Need and Why

We seek to purchase a Chevrolet GM4500 chassis, with "heavy duty" modifications powered by a Duramax diesel engine. On the chassis, we would like to mount a Leader 168 box. The more rugged chassis, bigger engine and "big box" differentiate this ambulance from those rigs that serve in "pure ambulance" services.

We operate a "911 Rescue Unit". In addition to the patient care and transport functions served by a "pure ambulance service", we are responsible for rescue, extrication and fire suppression. To fulfill those duties, we carry additional equipment on our ambulances. In addition to everything found on a traditional ambulance, we carry: (1) Firefighter PPE and SCBA (personal protection equipment and breathing apparatus); (2) Rope Rescue Equipment; (3) Water Rescue Equipment; and, (4) Traffic Control Equipment.

In addition, because of our isolation and the likelihood that we will be the only ambulance on scene, we need a box that: (1) can carry multiple patients; and, (2) redundant medical supplies (because back up supplies are often a far distance away).

Because we do both rescue/suppression and trauma/medical treatment and transport, our staff are often wearing their bulky PPE; they do not have time to change clothes before initiating a transport; we need the space to drive and work in that heavy gear.

Perhaps, an example might help reinforce the distinction. If there is an accident at a Santa Rosa intersection, with victims trapped in a car, the typical Santa Rosa Response would be an engine with 3 people on it, a truck with at least 3 people, and a Sonoma Life Support ambulance with 2 people. The ambulance crew will stay clear of the scene until the patients are extricated and the scene made safe. Their sole responsibility is patient care and transport.

If that same accident were to occur, today, in the BBFPD service area, the response would be an engine with 1 person on it and our Rescue Ambulance with 2. All 3 would have responsibility for the extrication of the patients and their care and transport. All 3 staff would be wearing proper gear and using rescue tools. (Once our announced layoffs are in place, we will have but 2 responders and 1 piece of equipment on scene; that response assumes that the crew and ambulance are in district when the call comes.)

The bottom line is that our ambulance is an integral part of our bigger mission; its duties are broader than ambulances that serve in more populated, urban areas. For that reason, we need the equipment described above.

2. Bridge Funding

There have been ongoing discussions with the County seeking a "Cloverdale" type solution to our immediate personnel crisis. Without bridge funding, we will lay off 1/3 of our staff – placing our residents and visitors at risk. We understand that the problem we face is not unique. And, that a long term, countywide solution is essential. We are asking the County to provide the bridge funding that will allow us to maintain our current staffing until the long-term solution is developed.

The threat to the needs of our community and the tourists who visit our area is imminent. On Tuesday, June 10, 2014, the Board announced that the layoffs would occur on October 1, 2014. It did so, in great part, because a cash flow analysis indicated that the BBFPD would be out of funds in August.

On June 11, 2014, the BBFPD Board President, Constance Clover, BBFPD Captain David Bynum, and Bodega Bay resident Steve Herzberg met with Chris Thomas. Mr. Thomas understood the problems we were facing, expressed strong support for our efforts to maintain 3:0 staffing during this critical period, and stated that the staff was going to make the following recommendations to the Board of Supervisors:

1. As to the purchase of a new ambulance – a $45,000 cash contribution and to help our efforts to close the remaining gap with donations from other sources and/or an attempt to secure a no interest loan.

2. As to the "bridge funding" – if the Board rescinds the October 1, 2014 layoff date and moves it to April 1, 2015, that the County contributes $75,000 to be used to pay the salaries of the retained employees; knowing that this is a stop gap solution, BBFPD looks forward to playing an active role in the search for a countywide solution to the provision of emergency services.

The Bodega Bay Fire Protection District deeply appreciates the County staff's commitment to and support of our mission and endorses its recommendations.

The Bodega Bay Fire Protection District respectfully requests the Board of Supervisors' help in solving both of these problems – problems that are at the core of the safety net that protects those who live in and those who visit Bodega Bay.

We support the recommendations of staff and respectfully request that the Board enact them.

Should you have any questions, and wish to discuss them, we will be pleased to attend the appropriate session next week.

We stand ready to work, side-by-side, with the County to solve this challenge.

Sincerely,

Constance Clover

President, Board of Directors
Bodega Bay Fire Protection District

June 17, 2014

Supervisor Carrillo
Sonoma County Board of Supervisors
575 Administration Drive
Santa Rosa, CA 95403

Dear Supervisor Carrillo,

What We Need and Why

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We operate a "911 Rescue Unit". In addition to the patient care and transport functions served by a "pure ambulance service", we are responsible for rescue, extrication and fire suppression. To fulfill those duties, we carry additional equipment on our ambulances. In addition to everything found on a traditional ambulance, we carry: (1) Firefighter PPE and SCBA (personal protection equipment and breathing apparatus); (2) Rope Rescue Equipment; (3) Water Rescue Equipment; and, (4) Traffic Control Equipment.

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The bottom line is that our ambulance is an integral part of our bigger mission; its duties are broader than ambulances that serve in more populated, urban areas. For that reason, we need the equipment described above.

Sincerely,

Constance Clover

President, Board of Directors
Bodega Bay Fire Protection District

A G R E E M E N T

THIS AGREEMENT made and entered into this 23rd day of September, 2014 by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the Bodega Bay Fire Protection District, (hereinafter ADVERTISER).

W I T N E S S E T H:

WHEREAS, ADVERTISER has represented that it is aware of and understands the provisions and requirements of Government Code Section 26100 and COUNTY'S "Advertising and Promotions Program Policy" for the expenditure of funds appropriated under Section 26100, and that any expenditure made by ADVERTISER will be in compliance with Section 26100, the Advertising and Promotions Policy, and this Agreement, and

WHEREAS, ADVERTISER is receiving grant funds under Category B2 of the "Advertising and Promotions Policy" (hereinafter Policy) and understands the provisions and requirements of the Policy and this category, and

WHEREAS, COUNTY'S Board of Supervisors has relied on those representations in authorizing the execution of this Agreement, and

WHEREAS, ADVERTISER is ready, willing and able to perform the services herein provided to be performed.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. During the fiscal year July 1, 2014 to June 30, 2015, COUNTY shall pay to ADVERTISER up to the total sum of $45,000 (hereinafter "Advertising Funds"), payable upon presentation of a claim on a County of Sonoma "Claim Form," accompanied by an invoice detailing the expenses and costs incurred by ADVERTISER for which payment is sought, provided that the Claim Form and invoice are submitted on or before January 2, 2016, and provided further that ADVERTISER is in full compliance with each of the provisions of this Agreement.

2. In consideration whereof, ADVERTISER promises and agrees to render the following services to COUNTY during the fiscal year July 1, 2014 to June 30, 2015:

   As set forth in the Board of Supervisors action of September 24, 2014, attached hereto as Exhibit A.

3. ADVERTISER agrees to keep complete books and records, and to make available and submit to audit by COUNTY all of ADVERTISER'S books, records, and financial statements upon COUNTY'S request and without prior notice.

4. ADVERTISER warrants to COUNTY that any Advertising funds paid to ADVERTISER by COUNTY pursuant to this agreement shall be expended for only those purposes authorized by Section 26100 of the Government Code of the State of California and the COUNTY's Advertising and Promotions Policy.

5. Travel expenses, such as transportation and lodging, and/or meal costs, are not allowable advertising and promotions expenses, unless allowed under the Category for which the ADVERTISER is receiving funds and in accordance with the Policy. Advertising Funds may not be used to purchase or lease fixed assets.

6. ADVERTISER agrees to submit copies of all published materials to the County Administrator's Office.

7. Indemnification:

   a. ADVERTISER 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 Advertiser, that arise out of, pertain to, or related to Advertiser's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

   b. ADVERTISER shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with ADVERTISER's performance hereunder.

8. Non-Discrimination: ADVERTISER shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap, including the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.

9. Assignment/Delegation: ADVERTISER shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.

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

11. Termination: At any time, with or without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to ADVERTISER. In the

event of such termination, COUNTY shall pay ADVERTISER for services rendered satisfactorily and in good faith to such date in an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by ADVERTISER bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreement by ADVERTISER.

13. Repayment: If ADVERTISER fails to comply with the rules and requirements of the Advertising and Promotions Policy or the specific Category requirements under which the ADVERTISER received funds, as specified in the grant application, Exhibit A, then ADVERTISER shall, within ten days of receipt of notice of such failure by COUNTY, return all grant funds provided by COUNTY under this agreement; provided, however, that COUNTY may, in its sole discretion, allow ADVERTISER to retain some or all grant funds if COUNTY determines that the failure was inadvertent or immaterial, or that ADVERTISER has taken action to ensure that the failure will not reoccur.

14. Conflict of Interest: ADVERTISER covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. ADVERTISER further covenants that in the performance of this contract no person having any such interest shall be employed.

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16. Statutory Compliance: ADVERTISER agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies 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.

17. AIDS Discrimination: ADVERTISER 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.

18. 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.

19. 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. ADVERTISER expressly recognizes 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 ADVERTISER 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 ADVERTISER shall be entitled to no compensation whatsoever for the performance of such work. ADVERTISER 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

COUNTY OF SONOMA

DATE: _____ By _____
County Administrator, authorized by the Chair, Board of Supervisors

DATE: _____ By _____
Signature

_____
Print Name

_____
Title

AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SONOMA AND BODEGA BAY FIRE PROTECTION DISTRICT

This Amendment is entered into by and between the County of Sonoma, a political subdivision of the State of California (hereinafter, "County") and the Bodega Bay Fire Protection District (hereinafter, "Advertiser").

RECITALS

WHEREAS, on June 11, 2013, the County and Advertiser entered into an Agreement for Advertiser to receiving grant funds under Category B2 of the "Advertising and Promotions Policy"; and

WHEREAS, County and Advertiser have been mutually satisfied with the Agreement; and wish to amend it to extend its term.

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

AGREEMENT

As of the date of this Amendment, the Agreement shall be deemed to be amended in the following manner:

1. Article 1 of the Agreement is hereby deleted and replaced in its entirety with the following:

    1. During the Fiscal Year July 1, 2013 to June 30, 2015, COUNTY shall pay to ADVERTISER up to the total sum of $70,000.00 (hereinafter "Advertising Funds"), payable upon presentation of a claim on a County of Sonoma "Claim Form," accompanied by an invoice detailing the expenses and costs incurred by ADVERTISER for which payment is sought, provided that the Claim Form and invoice are submitted on or before January 2, 2016, and provided further that ADVERTISER is in full compliance with each of the provisions of this Agreement.

2. Article 2 of the Agreement is hereby deleted and replaced in its entirety with the following:

    2. In consideration whereof, ADVERTISER promises and agrees to render the following services to COUNTY during July 1, 2013 to June 30, 2015, as set forth in the attached Board agenda item, attached hereto as Exhibit A. In the case of more than one event, Advertiser will not transfer funds between events without prior approval from the County's program coordinator.

3. All other provisions of the Agreement are unchanged, and shall remain in full force and effect throughout the remaining balance of the term of the Agreement.

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

5. The Recitals are incorporated into and form a part of this Amendment.

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

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

Bodega Bay Fire Protection District

By: _____
Signature

_____
Print Name

_____
Title

Date: _____

COUNTY OF SONOMA

By: _____
County Administrator, authorized by the Chair, Board of Supervisors

Date: _____

County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 14
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: September 23, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Peter Rumble 565-3771
Jennifer Klein 565-2421

Supervisorial District(s):

All

Title: Comments on Proposed Changes to Federal Rule on Tribal Acknowledgment Hearing Process

Recommended Actions:

Authorize the County Administrator's Office to submit a Comment Letter on Proposed Changes to Federal Rule, 43 CFR Part 4, on Tribal Acknowledgment Hearing Process to the Department of Interior on behalf of the County.

Executive Summary:

The Bureau of Indian Affairs has proposed changes to the federal rules governing formal federal recognition and acknowledgment of Native American tribes, at 25 Code of Federal Regulations Part 83 (25 CFR 83, "acknowledgment regulations"). On July 29, 2014, the Board of Supervisors approved Resolution 14-0306 opposing the changes to acknowledgment regulations. On July 31, 2014, the County submitted the Resolution along with a comment letter on the proposed changes to the acknowledgment regulations. The County's primary objections were that they watered down the criteria for an Indian group to qualify for federal acknowledgment, and greatly diminished the role of local governments in the federal acknowledgment process.

The County of Sonoma has an interest in ensuring that the federal process of acknowledging tribes is characterized by fairness, integrity, accuracy, and transparency. Tribal groups that are federally acknowledged may acquire land in the County's jurisdiction and seek to have that land placed into trust status and thus removed from County's civil regulatory jurisdiction, but not its criminal jurisdiction. The loss of tax revenue coupled with often increased impacts and service demands to such trust lands is of continued concern to the County.

The Office of the Secretary of the Interior, Office of Hearings and Appeals, has proposed changes to a related federal rule, 43 Code of Federal Regulations Part 4 (43 CFR 4), that would modify the administrative hearing procedure applicable to administrative challenges to proposed findings of the Bureau of Indian Affairs on petitions for acknowledgment. The deadline for commenting on the

proposed changes to the "acknowledgment hearing regulations" is September 29, 2014. Staff has reviewed the proposed regulations, which, if adopted, would further limit the ability of local governments to participate in the administrative review process of proposed decisions by the Bureau of Indian Affairs on acknowledgment petitions. The proposed regulations would limit the time for local government to intervene in an administrative challenge to proposed findings on a petition for acknowledgment to 15 days. This time frame is expected to be inadequate for the County to effectively review the proposed findings and for the Board of Supervisors to act to intervene in such a proceeding. Because the proposed acknowledgment rules (25 CFR 83) do not require notice to local government of a petition for acknowledgment or the filing of an administrative challenge related to such petition, if both proposed regulations are adopted, the County's ability to participate in the acknowledgment process and any administrative review thereof, would be dramatically limited.

Consistent with the Board's prior resolution, staff recommends submitting the attached comments in support of a federal tribal acknowledgment process that has integrity and is characterized by fairness and transparency, and that does not limit participation by local government. The comment letter requests the proposed regulations provide notice to the County and at least 45 days to intervene in proceedings.

Prior Board Actions:

7/29/2014: Adopted Resolution 14-0306, and submitted comment letter on proposed changes to federal rule 25 CFR Part 83 on federal tribal acknowledgment process.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Opposition to the Proposed Rules Changes contributes to County's desired outcome of running a fiscally responsible organization, since their approval could result in an additional demand for County resources with a corresponding decrease in revenue.

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$		$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			
1. Draft Comment Letter on Proposed Changes to 43 CFR 4 (tribal acknowledgment hearing procedures). 2. July 29, 2014 Resolution (14-0306) and Submitted Comment Letter on Proposed Changes to 25 CFR 83 (tribal acknowledgment).			

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: September 23, 2014

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:
David Worthington 565-2809

Supervisorial District(s):
4th District

Title: Donation of Out of Service Canine (K9) Vehicle to Windsor Fire Protection District Urban Search and Rescue (USAR) K9 Program.

Recommended Actions:

Authorize the General Services Fleet Manager to sign title and transfer documentation for the donation of a 2007 Ford Expedition ½ Ton SUV to the Windsor Fire Protection District for use as an Urban Search and Rescue K9 support vehicle.

Executive Summary:

The Windsor Fire Protection District recognized a need for an Urban Search and Rescue (USAR) canine in Sonoma County in the event of a disaster or emergency. At this time there are no USAR K9's or handlers from within Sonoma County north to the Washington state border.

Canine Disaster Search Teams are part of the Federal Urban Search and Rescue Task Force CA-TF4 based in Oakland, California, which responds to natural and man-made disasters throughout Sonoma County, the state of California or anywhere in the USA. The teams are used to find survivors buried beneath the surface of rubble in the aftermath of disasters including earthquakes, hurricanes, tornadoes and mudslides as well as for missing person searches.

The Windsor Fire Protection District sucessfully acquired a canine by the name of "Rocket" through a partnership between the National Disaster Search Dog Foundation (SDF) and California Task Forces 4 (CA-TF4). Windsor Fire Protection District Firefighter Mike Stornetta has been partnered with Rocket to form the brand new Canine Disaster Search Team after several years of weekly training with fellow canine handlers as part of the CA-TF4.

Initial and ongoing funding of the program has been mainly comprised of donations and voltuneers stepping forward to ensure success. The cost of a dedicated vehicle to support the program is beyond current donation contributions and the budget of the Windsor Fire Protection District.

Based on the approved Vehicle Replacement Program, the County Sheriff patrol operations unit will remove a 2007 Ford Expedition ½ ton four wheel drive truck from service in the near future that is already set up as a canine transport motor pool vehicle to support the Sheriff's Office. The replacement vehicle is of a different body design and does not allow for the canine aluminum cage/insert to be transferred from the old vehicle to the new vehicle. This presents an opportunity for the Windsor Fire Protection District to acquire the used County vehicle for use as an USAR K9 transport vehicle.

The standard surplus process for this vehicle is to send it to auction to receive the highest monetary value for the County to reduce the overall vehicle life cycle cost. The vehicle donation represents a return of the greatest value to the County through the access of this resource locally in the event of a disaster and adheres to the Purchasing Surplus Ordinance (Sonoma County, California, Code of Ordinances, Chapter 2, Article V, Division 1, Sec 2-59).

Prior Board Actions:

None

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

The vehicle donation benefits the County by providing access locally to a USAR Canine Disaster Search Team in the event of a disaster or emergency within the County.

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$	County General Fund	$ 1000
Add Appropriations Reqd.	$	State/Federal	$
Reduction in ACO Funds	$	Fees/Other	$
Vehicle Strip Out Costs	$ 1000	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$ 1000**	**Total Sources**	**$ 1000**

Narrative Explanation of Fiscal Impacts (If Required):

Staff estimates that there will be a loss of resale value of approximately $5,500 from the vehicle replacement ACO fund due to foregoing the remarketing process of the vehicle. There is an estimated cost of $1,000 to remove Sheriff's Office decaling, remove radio programming, and replace lightbar lenses with the appropriate legal color combination for the intended use by the Windsor Fire Protection District.

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Att 1: Letter of Support from the Bodega Bay Fire Protection District
Att 2: Letter of Support from the Forestville Fire Protection District
Att 3: Letter of Support from the City of Healdsburg Fire Department
Att 4: Letter of Support from the City of Petaluma Fire Department
Att 5: Letter of Support from the City of Santa Rosa Fire Department
Att 6: Letter of Support from the City of Sebastopol Fire Department
Att 7: Letter of Support from the Sonoma Valley Fire & Rescue Authority
Att 8: CA-TF4 Media Release on Windsor Fire Protection District and "Rocket"
Att 9: Windsor Fire Protection District Media Release New Canine Disaster Search Team
Att 10: Letter of Support from Sonoma County Fire Chiefs

Related Items "On File" with the Clerk of the Board:

None

BODEGA BAY FIRE PROTECTION DISTRICT

P.O. Box 6
510 Highway One
Bodega Bay CA 94923

Committed
to
Safety and Service

August 19, 2014

Board of Supervisors
575 Administration Drive
Room 100 A
Santa Rosa, CA 95403

Dear Board of Supervisors:

This letter is to affirm that I am in full support of the Windsor Fire Protection District Urban Search and Rescue K9 Program. This program will have a countywide benefit. Under the Master Mutual Aid Agreement, all departments and districts will have access to USAR K9 for emergencies. The addition of a K9 to the teams within our county would provide depth and a service that many counties in our state lack.

We are, as a geographical area, which is seismically active, susceptible to wide spread disaster. With this USAR K9 program in place, the citizens of Sonoma County will have a key operational tool, centrally located, and available to us. We will not have to rely on outside assistance. As we know, time is always of the essence and a locally available urban search and rescue (USAR) dog may be the difference between life and death. The Windsor Fire USAR K9 will be the only "live find" USAR K9 in Sonoma County and will be the only K9 with USAR capabilities from the Sonoma/Marin County line to the State of Washington.

Firefighter Mike Stornetta, of the Windsor Fire Protection District, and private donations, are funding this program. With the donation of a K9 unit, the County of Sonoma has the ability to bring this program to fruition now; therefore, I fully support a donated vehicle by the County of Sonoma.

Respectfully submitted,

Sean Grinnell
Fire Chief

Administration: (707) 875-3700 **Fax:** (707) 875-2660
Operations: (707) 875-3001 **Fax:** (707) 875-2285

Forestville Fire Protection District
6554 Mirabel Road
P.O. Box 427
Forestville, CA 95436
Phone: (707)887-2212 Fax: (707)887-1862

Fire Chief- Max Ming

June 19, 2013

Board of Supervisors
County of Sonoma Board of Supervisors
575 Administration Drive, Room 100 A
Santa Rosa, CA 95403

RE: Search and Rescue K9

Board of Supervisors,

I am writing to you today to affirm that I am in full support of the Windsor Fire Protection District's effort to obtain a K9 Urban Search and Rescue Program. This program will have a county wide benefit, as well as a benefit to the citizens that reside in West Sonoma County. Under the Master Mutual Aid Agreement, all departments and districts will have access to the Search and Rescue K9 for emergencies. We are, as a geographical area which is seismically active, susceptible to wide spread disaster. With this K9 program in place, the citizens of Sonoma County will be better protected and will not have to rely on K9 units coming from another location. As we know, time is always of the essence, and local availability of a search and rescue dog may be the difference between life and death. The WFPD canine will be the only "live find" USAR dog in Sonoma County and will be the ONLY K9 with Urban Search and Rescue capabilities from the Marin/Sonoma county border to the State of Washington. Knowing that this program is being funded through donations and personally by Mike Stornetta, and in consideration of Mike's efforts to bring this program so close to home, I fully support a donated vehicle by the County of Sonoma. If you have any questions, please feel free to contact me.

Respectfully,

Max Ming
Fire Chief
Forestville and Russian River
Fire Protection Districts

HEALDSBURG
FIRE DEPARTMENT
601 Healdsburg Ave
Healdsburg, Ca 95448

(707) 431-3360
FAX (707) 431-3146

August 20, 2014

RE: Windsor Fire Protection District Urban Search and Rescue K9 Program

Dear Board of Supervisors,

This letter is to affirm that we are in full support of the Windsor Fire Protection District Urban Search and Rescue K9 Program. We recognize this program will have a county wide benefit. Under the Master Mutual Aid Agreement, all departments and districts will have access to USAR K9 for emergencies. The addition of a K9 to the teams within our county would provide depth and a service that many counties in our state lack.

We are, as a geographical area which is seismically active, susceptible to wide spread disaster. With this K9 program in place, the citizens in Sonoma County would have a key operational tool centrally located and available to us, not having to rely on outside assistance. As we know, time is always of the essence, and local availability of an urban search and rescue dog may be the difference between life and death. The Windsor Fire K9 will be the only "live find" USAR dog in Sonoma County and will be the ONLY K9 with USAR capabilities from the Sonoma/Marin County line to the State of Washington. Knowing that this program is being funded through private donations and personally by Firefighter Mike Stornetta of the Windsor Fire Protection District, I fully support a donated vehicle by the County of Sonoma.

Sincerely,

Linda Collister
Fire Marshal/Division Chief

CITY OF PETALUMA

POST OFFICE BOX 61
PETALUMA, CA 94953-0061

David Glass
Mayor

Chris Albertson
Teresa Barrett
Mike Harris
Mike Healy
Gabe Kearney
Kathy Miller
Councilmembers

August 21, 2014

To: Sonoma County Board of Supervisors

RE: Support for the Windsor Fire Protection District USAR K9 Program

Dear Board of Supervisors:

This letter is to affirm that we are in full support of the Windsor Fire Protection District Urban Search and Rescue K9 Program. We recognize this program will have a County-wide benefit. Under the Master Mutual Aid Agreement, all departments and districts will have access to the USAR K9 for emergencies. The addition of a K9 to the teams within our County would provide depth and a service that many counties in our State lack.

We are, as a geographical area which is seismically active, susceptible to wide-spread disaster. With this K9 program in place, the citizens of Sonoma County would have a key operational tool centrally located and available, without us having to rely on outside assistance. In an emergency, time is always of the essence and local availability of an urban search and rescue dog may be the difference between life and death. The Windsor Fire K9 will be the only "live find" USAR dog in Sonoma County and will be the ONLY K9 with USAR capabilities from the Sonoma/Marin County line to the State of Washington. Knowing that this program is being funded through private donations, as well as personally by Firefighter Mike Stornetta of the Windsor Fire Protection District, we fully support a donated vehicle by the County of Sonoma.

Sincerely,

Larry B. Anderson, Fire Chief
City of Petaluma Fire Department
198 D Street, Petaluma, CA 94952
(707) 778-4365

Fire Department
198 "D" Street
Petaluma, CA 94952

Phone (707) 778-4390
Fax (707) 762-4547

Fire Prevention Bureau
11 English Street
Petaluma, CA 94952

Phone (707) 778-4389
Fax (707) 776-3642

City of
Santa Rosa
Fire Department

August 19, 2014

Name Supervisor Mike McGuire
Address 575 Administration Dr., Room 100A
City Santa Rosa, CA 95403

Re: Windsor Fire Protection District Urban Search and Rescue K9 Program

Dear Board of Supervisors,

This letter is to affirm that I am in full support of the Windsor Fire Protection District Urban Search and Rescue K9 Program. We recognize this program will have a county wide benefit. Under the Master Mutual Aid Agreement, all departments and districts will have access to USAR K9 for emergencies. The addition of a K9 to the teams within our county would provide depth and a service that many counties in our state lack.

We are, as a geographical area which is seismically active, susceptible to wide spread disaster. With this K9 program in place, the citizens in Sonoma County would have a key operational tool centrally located and available to us, not having to rely on outside assistance. As we know, time is always of the essence, and local availability of a, urban search and rescue dog may be the difference between life and death. The Windsor Fire K9 will be the only "live find" USAR dog in Sonoma County and will be the ONLY K9 with USAR capabilities from the Sonoma/Marin County line to the State of Washington. Knowing that this program is being funded through private donations and personally by Firefighter Mike Stornetta of the Windsor Fire Protection District, I fully support a donated vehicle by the County of Sonoma.

Sincerely,

Tony Gossner
Interim Fire Chief

cc:

Fire Department
2373 Circadian Way • Santa Rosa, CA 95407
Phone: (707) 543-3500 • Fax: (707) 543-3520
www.srcity.org

City of Sebastopol
FIRE DEPARTMENT
7425 Bodega Avenue, Sebastopol, CA 95472
707-823-8061 (W), 707-823-4703 (F)

Bill Braga
Fire Chief

August 19, 2014

Dear Sonoma County Board of Supervisors,

This letter is to affirm that I am in full support of the Windsor Fire Protection District Urban Search and Rescue (USAR) K9 Program. I recognize that this program will have a multi county wide benefit. Under the Master Mutual Aid Agreement, all departments and districts will have access to USAR K9 for emergencies. The addition of a K9 to the teams within our county would provide depth and a service that many counties in our state lack today.

We are, as a geographical area, which is seismically active, susceptible to wide spread disaster. With this K9 program in place, the citizens in Sonoma County would have a key operational tool centrally located and available to us, not having to rely on outside assistance. As we know, time is always of the essence, and local availability of an Urban Search and Rescue Dog may be the difference between life and death. The Windsor Fire K9, "Rocket", will be the only "live find" USAR dog in Sonoma County and will be the only K9 with USAR capabilities from the Sonoma/Marin County line to the State of Washington. Knowing that this program is being funded through private donations and personally by Windsor FPD Firefighter Mike Stornetta, I fully support a donated vehicle by the County of Sonoma. If you have any questions, please feel free to contact me.

Respectfully submitted,

Bill Braga

Sonoma Valley Fire & Rescue Authority

A Cooperative Effort of City of Sonoma and Valley of the Moon Fire Protection District

June 19, 2013

Board of Supervisors
County of Sonoma Board of Supervisors
575 Administration Drive, Room 100 A
Santa Rosa, CA 95403

Dear Board of Supervisors,

This letter is to affirm that I am in full support of the Windsor Fire Protection District's effort to obtain a K9 Urban Search and Rescue Program. This program will have a county wide benefit, as well as a benefit to the citizens that reside in Southeast Sonoma County. Under the Master Mutual Aid Agreement, all departments and districts will have access to the Search and Rescue K9 for emergencies. Our agency currently participates in a similar program providing USAR equipment and trained personnel to the Sonoma County Operational area in the time of need for any agency. The addition of a canine to the teams within our county would provide depth and a service many counties throughout the state lack.

We are, as a geographical area which is seismically active, susceptible to wide spread disaster. With this K9 program in place, the citizens of Sonoma County would have a key operational tool centrally located and available to us not having to rely on outside assistance. As we know, time is always of the essence, and local availability of a search and rescue dog may be the difference between life and death. The WFPD canine will be the only "live find" USAR dog in Sonoma County and will be the ONLY K9 with Urban Search and Rescue capabilities from the Marin/Sonoma county border to the State of Washington. Knowing that this program is being funded through private donations and personally by Mike Stornetta, I fully support a donated vehicle by the County of Sonoma. If you have any questions, please feel free to contact me.

Respectfully,

Phillip M. Garcia
Fire Chief

630 Second Street West • Sonoma • California • 95476-6901
Business: (707) 996-2102 Ambulance Billing: (707) 996-2821 svfra@svfra.org Fax: (707) 996-2868

Attachment 8

From Rescued…to Rescuer: Shelter Dogs Get New Leash On Life

The Search Dog Foundation Pairs New Canine Disaster Search Team to Serve the Bay Area and America

The National Disaster Search Dog Foundation (SDF), in partnership with California Task Force 4 (CA-TF4) and Windsor Fire Department, is proud to announce that firefighter Mike Stornetta and Search Dog Rocket were partnered as a brand new Canine Disaster Search Team on Wednesday, August 6, 2014.

Canine Disaster Search Teams like Mike and Rocket are part of the Federal Urban Search and Rescue Task Force CA-TF4 based in Oakland, California, that responds to natural and man-made disasters throughout the country. Rocket has been trained by SDF and, along with Mike, will be used to find survivors buried beneath the surface of the rubble in the aftermath of disasters including earthquakes, hurricanes, tornadoes and mudslides as well as for missing person searches.

The majority of SDF's canines are former shelter dogs, recruited from shelters across the nation and trained to become rescuers and save lives. Each of the canines that graduates from our training program has completed eight to ten months of training and is ready to be certified within about six months of being paired with a new handler. These dogs spend 24/7 with their handlers, accompanying them to their fire stations during their shifts and becoming part of the family at home.

MIKE STORNETTA & ROCKET

A firefighter with Windsor Fire Department in his native Sonoma County since 2002, Mike Stornetta first expressed interest in joining the SDF family in November of 2011. Having trained weekly with his fellow canine handlers as part of CA-TF4 for several years now, Mike is very excited to bring Rocket home to join his team!

When he was discovered by volunteer SDF recruiters at the Sacramento SPCA, Rocket had been deemed unadoptable due to his high energy level and was on the euthanasia list. Our volunteers adopted Rocket and brought him home, where they saw his great potential as a Search Dog as he had incredible focus and toy-drive. Aptly named Rocket Booster (Rocket for short) by our volunteers' four-year-old son, he continued to thrive in training, sailing over the rubble with ease. After eight months of training, Rocket continues to excel, letting his nose lead the way over the rubble.

"After attending an event where these amazing dogs were training, I knew that I wanted to be directly involved. Seeing them work, and the bond that they had with their handlers, was like nothing I'd ever seen before in my life. Being paired with an SDF Search Dog is beyond awesome and I can't wait to see what the future holds." – Mike Stornetta

Mike and Rocket will join an elite group of men, women and canines across the country who stand ready to respond, at a moment's notice, when disaster strikes. These teams train every day to ensure they are as prepared as can be for any scenario they face as first responders.

Please join us in congratulating Mike and Rocket, and we look forward to sharing their great successes with you throughout their careers!

ABOUT THE NATIONAL DISASTER SEARCH DOG FOUNDATION
www.SearchDogFoundation.org

SDF was founded by Wilma Melville, a retired schoolteacher. In 1995, Wilma and her FEMA-Certified Search Dog Murphy were deployed to the site of the Oklahoma City bombing. One survivor was found by a Search Dog, but it was clear that the country had a severe shortage of Canine Disaster Search Teams. Determined to do something about this alarming gap in our national disaster response network, Wilma founded the National Disaster Search Dog Foundation and designed a program based on the recruitment of rescued dogs and on a streamlined, professional training methodology.

SDF's mission is to strengthen disaster response in America by recruiting rescued dogs and partnering them with firefighters and other first responders to find people buried alive in the wreckage of disasters. SDF is the only organization in the U.S. that recruits rescued dogs, gives them ongoing professional training, and partners them with firefighters and other first responders at no cost to their departments or taxpayers.

SDF has trained a total of 153 teams that have deployed to 110 disasters and missing person searches. There are currently 74 SDF-trained Search Teams located in California, Florida, Nebraska, New York, Oklahoma, Pennsylvania, Texas, Utah, Virginia, and Baja California. Thanks to Mutual Aid Agreements between states, these teams can be deployed nationwide and even internationally wherever disasters occur.

Attachment 9

Contact: Cyndi Forman, Fire Prevention/PIO **Date: September 17, 2014**
Windsor Fire/Central Fire Authority 707-696-7503
cforeman@cscfire.org

From Rescued…to Rescuer: Shelter Dogs Get New Leash On Life as Disaster K-9

The Search Dog Foundation Pairs New Canine Disaster Search Team to Serve the Bay Area and America

The National Disaster Search Dog Foundation (SDF), in partnership with California Task Force 4 (CA-TF4) and Windsor Fire Protection District (WFPD), is proud to announce that firefighter Mike Stornetta and Search Dog Rocket were partnered as a brand new Canine Disaster Search Team on Wednesday, August 6, 2014 at the National Training Center in Santa Paula Ca.

Canine Disaster Search Teams like Mike and Rocket are part of the Federal Urban Search and Rescue Task Force CA-TF4 based in Oakland, California, that responds to natural and man-made disasters throughout Sonoma County, the state of California or anywhere in the USA. Rocket has been trained by SDF and, along with Mike, will be used to find survivors buried beneath the surface of rubble in the aftermath of disasters including earthquakes, hurricanes, tornadoes and mudslides as well as for missing person searches.

The majority of SDF's canines are former shelter dogs, recruited from shelters across the nation and trained to become rescuers and save lives. Each of the canines that graduates from SDF's training program has completed eight to ten months of training and is ready to be certified within about six months of being paired with a new handler. These dogs spend 24/7 with their handlers, accompanying them to their fire stations during their shifts and becoming part of the family at home.

MIKE STORNETTA & ROCKET

A firefighter with Windsor Fire Department in his native Sonoma County since 2002, Mike Stornetta first expressed interest in joining the SDF family in November of 2011. Having trained weekly with his fellow canine handlers as part of CA-TF4 for several years now, Mike is very excited to have brought Rocket home to join the WFPD team and his family!

When he was discovered by volunteer SDF recruiters at the Sacramento SPCA, Rocket had been deemed unadoptable due to his high energy level and was on the euthanasia list. SDF volunteers adopted Rocket and brought him home, where they saw his great potential as a Search Dog as he had incredible focus and toy-drive. Aptly named Rocket Booster (Rocket for short) by SDF volunteers' four-year-old son, he continued to thrive in training, sailing over the rubble with ease. After eight months of training, Rocket continues to excel, letting his nose lead the way over the rubble.

Mike and Rocket will join an elite group of roughly 250 men, women and canines across the country who stand ready to respond, at a moment's notice, when disaster strikes. These teams train every day to ensure they are as prepared as can be for any scenario they face as first responders.

Please join us as at Rockets's swering- in and badge pinning, on Tuesday 8/26/2014 at the WFPD station at: 8200 Old Redwood Hwy. Windsor CA at 17:30. We look forward to sharing their great successes with you throughout their careers!

ABOUT THE NATIONAL DISASTER SEARCH DOG FOUNDATION
www.SearchDogFoundation.org

###

Attachment 10 -

Sonoma County
Fire Chiefs Association

President: Sean Grinnell

August 13, 2014

RECEIVED
AUG 14 2014
BOARD OF SUPERVISORS
COUNTY OF SONOMA

575 Administration Drive
Room 100 A
Santa Rosa, CA 95403

Dear Sonoma County Board of Supervisors,

This letter is to affirm that we are in full support of the Windsor Fire Protection District Urban Search and Rescue (USAR) K9 Program. This program will have a multi county-wide benefit, as well as a benefit to the residents of Sonoma County. Under the Master Mutual Aid Agreement, all departments and districts will have access to USAR K9 for emergencies. The addition of a K9 to the teams within our county would provide depth and a service that many counties in our state lack.

We are, as a geographical area, which is seismically active, susceptible to wide spread disaster. With this K9 program in place, the citizens in Sonoma County would have a key operational tool centrally located and available to us, not having to rely on outside assistance. As we know, time is always of the essence, and local availability of an Urban Search and Rescue Dog may be the difference between life and death. The Windsor Fire K9, "Rocket", will be the only "live find" USAR dog in Sonoma County and will be the only K9 with USAR capabilities from the Sonoma/Marin County line to the State of Washington. Knowing that this program is being funded through private donations and personally by Windsor FPD Firefighter Mike Stornetta, we fully support a donated vehicle by the County of Sonoma. If you have any questions, please feel free to contact me.

Respectfully submitted,

Sean Grinnell

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: County of Sonoma Board of Supervisors

Board Agenda Date: September 23, 2014

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:
Liz Yager: 707- 565-6167

Supervisorial District(s):
All

Title: California Energy Commission Grant Award Contract : Sustaining and Growing the Redwood Coast Electric Trail - Electric Vehicle Charging Infrastructure

Recommended Actions:

Authorize the Director of General Services to enter into an agreement between the County of Sonoma and the California Energy Commission in the amount of $500,000 for the period of September 2, 2014, through March 31, 2018 to fund the installation of a minimum of 3 chargers at a minimum of 2 new locations and to retrofit 10 stations at 5 locations that will be used by current drivers and encourage new drivers to adopt electric vehicle technology.

Executive Summary:

Purpose

The objective of the grant is to expand the Electric Vehicle charging network in Sonoma County in order to increase the adoption and use of electric vehicles. The grant will expand and increase the availability of the charging network in Sonoma County. The grant funds will be used to install a minimum of 3 chargers at 2 new locations and to retrofit 10 chargers at 5 locations currently in use. The retrofits are intended to align the existing chargers with current and emerging installation guidelines. Due to the leadership position that Sonoma County has taken with regard to promoting the adoption of electric vehicles grant funds will also be used to provide outreach to other government entities interested in plug-in electric vehicle charging station network development and to collaborate with the California Energy Commission in developing and achieving the release of official California State guidelines on Electric Vehicle charging station installations. The overall strategic goal of the grant is to reduce the number of fossil fuel vehicle miles travelled by increasing the use of alternative and renewable transportation fuels through the adoption of electric vehicles leading to a reduction in greenhouse gas emissions.

Grant Work Plan

The grant funds will used to install new EV charging stations and to retrofit existing charging stations. To that end the funds will be used at the following specific locations:

Address	Building	Retrofits	New Installations
201 Doran Beach Road, Bodega Bay, CA 94923	Doran Beach Camp-ground	1	0
1351 Maple Avenue, Santa Rosa, CA 95404	Santa Rosa Vets	2	0
2200 Airport Blvd, Santa Rosa, CA 95403	Sonoma County Airport	2	0
2300 County Center Drive, Santa Rosa, CA 95403	La Plaza A & B	3	0
575 Administration Drive, Santa Rosa, CA 95403	County Administration	2	0
205 West 1st Street, Cloverdale, CA 95425	Cloverdale Vets Hall	0	2
16255 First Street, Guerneville, CA 95446	Guerneville Vets Hall	0	1
Total:		10	3

The listed locations were selected to facilitate the goal to expand the EV network in the west and north parts of the County and initiate the process of systematically performing the adjustments identified and recommended to promote awareness and utilization of the existing charger locations. Site selection for the EV charging stations was determined in an analysis performed during a prior grant with the Northern Sonoma County Air Pollution Control District. The analysis evaluated distances between cities, towns, points of interest, existing charging station infrastructure, electrical service capacity, land rights, and locations positioned to optimize "range confidence" for EV's travelling throughout Sonoma County.

In addition the grant will provide for a focus outreach effort to local cites to assist them in their efforts to establish EV charging infrastructure. The intent is to promote uniformity and consistency in charger installation and to encourage the installation of chargers within the framework of the Sonoma County Electric Trail concept.

Prior Board Actions:

4/26/2011 Transportation Fund for Clean Air Grant funding opportunity for the County's Plug-in Electric Vehicle fleet; 8/9/2011 Sonoma County Electric Vehicle Initiative.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The installation of electric vehicle charging stations will add to the network ("Electric Trail") of existing stations positioned in strategic locations throughout Sonoma County. This network of charging stations will help to encourage the transition of commuters to use more environmentally-clean electric vehicles which will aide in the reduction of greenhouse gases. Having electric vehicle charging stations positioned in strategic locations throughout the county will also help to elevate motorists' stress (or "range anxiety") of possibly running out of battery power while driving.

Fiscal Summary - FY 14-15					
Expenditures			**Funding Source(s)**		
Budgeted Amount	$	0		$	
Add Appropriations Reqd.	$	500,000.00	State/Federal	$	500,000.00
	$		Fees/Other	$	
	$		Use of Fund Balance	$	
	$		Contingencies	$	
	$			$	
Total Expenditure	**$**	**500,000.00**	**Total Sources**	**$**	**500,000.00**

Narrative Explanation of Fiscal Impacts (If Required):

General Services Construction costs are budgeted through the department and capital project. Funds needed for completion of this work is unfunded in the current fiscal year. The full $500,000 of the Energy Commission contract award will be requested as unanticipated revenue in the first quarter consolidated budget adjustments. The funds are required to be spent by March 2018 and at the end of FY 14-15 unused funds will be rolled into the FY 15-16 budget cycle.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

None

Related Items "On File" with the Clerk of the Board:

California Energy Commission Agreement ARV-14-020, Electric Vehicle Charging Infrastructure
Exhibits:

- A - Scope of Work
- A-1-Project Schedule
- B - Summary Task Budget
- C - General Grant
- D - Special Terms and Conditions
- E - Contacts List

County of Sonoma Agenda Item Summary Report

Agenda Item Number: 17
(This Section for use by Clerk of the Board Only.)

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

To: Sonoma County Board of Supervisors

Board Agenda Date: September 23, 2014	**Vote Requirement:** Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:	**Supervisorial District(s):**
Marc McDonald: 707-565-3468	1st District

Title: Sonoma Veterans Memorial Hall Revocable License Agreement

Recommended Actions:

(1) Authorize the General Services Director to execute a non-exclusive revocable license agreement with the Veterans of Foreign Wars, Bear Flag Post 1943, Sonoma, CA for use of the lounge area of the Sonoma Veterans Memorial Hall located at 126 First Street West, Sonoma CA, for a term of one (1) year with automatic one (1) year renewal not to exceed a total of two (2) years;

(2) Find that the lounge area of the Hall is not needed for County purposes during the proposed times for use by Bear Flag Post 1943.

Executive Summary:

General:

Section 25536 of the Government Code authorized the Board of Supervisors, to enter into license agreements for the use of County property not required for public use, for a period not exceeding twenty (20) years to a Veterans Association for the use by the organization at nominal or no charge. The lounge area is currently used by the Veteran of Foreign Wars as part of their ongoing and long term utilization of the Sonoma Veteran building. However the veteran's group has proposed changes in how the space is used as noted below and staff is recommending that such new use be formalized by way of the proposed revocable license agreement.

Each Friday from 4:00 pm to 10:00 pm, the members of the Veterans of Foreign Wars, Bear Flag Post 1943 hold meetings in the 850 square foot Lounge at the Sonoma Veterans Memorial Hall. The members conduct routine business in support of the Post 1943. The meeting is followed by a social gathering for Veterans and their guests. The lounge area space is available for rental to the public during the periods the members of Bear Flag Post are not conducting scheduled meetings in the lounge area. The lounge area is not needed for County purposes during the scheduled meeting times identified in the agreement.

Members of Bear Flag Post 1943 have conferred with staff and indicated that they would like to serve alcohol and non-alcohol beverages to Post members and their guests during meetings and other Veterans events scheduled in the Lounge area. Staff concurs with the proposed use but in the interest of providing some regulations the proposed agreement would be subject to the following conditions:

Proposed License Terms. Staff has negotiated a non-exclusive revocable license agreement , the proposed terms of which are as follows:

Location: 126 First Street West, Sonoma

Initial Term: The initial term would be one (1) year.

Rent: In consideration of the valuable service provided the community of Sonoma by the Veterans of Foreign Wars, Bear Flag Post 1943 no consideration shall be paid by Licensee for its use of the Premises.

Options: At the end of the initial term, this Agreement shall automatically renew itself from year to year, for a period not to exceed two (2) years.

Termination: County may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice.

General Conditions: The Lounge shall be available to the Bear Flag Post 1943 for their exclusive use during scheduled meeting times.

Alcoholic beverages shall be available only to meeting participants and their guests and may be consumed only within the Lounge during the meetings.

Alcoholic beverages will neither be taken out of the Lounge nor consumed outside of the Lounge.

The Veterans will comply with all regulations and laws, including obtaining all necessary permits regarding the sale and service of alcoholic beverages at the Lounge.

The Veterans will be responsible for the installation and maintenance of equipment to operate the Lounge for their purposes at their sole cost and expense. Equipment provided by the Veterans will be available to other licensed users of the premises at no cost.

The Veterans will comply with all requirements and obligations required by law.

Recommendation: Staff recommends that the Board find that the lounge area of the Hall is not needed for County purposes during the proposed times for use thereof by Bear Flag Post 1943, and authorize the General Services Director to execute the non-exclusive revocable license agreement on the terms noted above.

Prior Board Actions:	
Strategic Plan Alignment	Goal 4: Civic Services and Engagement

The execution of the subject agreement provides the Veterans of Foreign Wars, Bear Flag Post 1943with the space needed to convene and hold meetings.

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$		$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):

No significant fiscal impact identified.

In consideration of the valuable service provided the community of Sonoma by the Veterans of Foreign Wars, Bear Flag Post 1943 no consideration shall be paid by Licensee for its use of the Premises.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

None

Related Items "On File" with the Clerk of the Board:

Copy of proposed license agreement.

County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 18
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors	
Board Agenda Date: September 23, 2014	**Vote Requirement:** Majority
Department or Agency Name(s): General Services	
Staff Name and Phone Number: Pam Kinzie: 707-565-7684	**Supervisorial District(s):** All
Title: Master Services Agreement – Move Management	

Recommended Actions:

1. Authorize Chair to execute a multi-year Master Services Agreement in an amount not-to-exceed $250,000 per year with Facilities By Design to provide move management services for County-owned and leased facilities.
2. Authorize the Director of General Services to execute Task Orders not to exceed $25,000 and the County Administrator not to exceed $100,000 for all separate scopes of work under the agreements. The Board of Supervisors will approve Task Orders over $100,000.

Executive Summary:

Purpose
Staff has determined that the growing and more frequent requests for relocation management services can best be met by establishing a standalone Master Services Agreement for move management services. The purpose of this Board report is to request approval of a multi-year Master Services Agreement for professional move management resources for furniture, equipment and materials moves within County owned and leased facilities. The proposed consultant has been prequalified utilizing a Request for Qualifications (RFQ) process, minimizing the time and expense required to issue an RFQ for these services for every project.

History
The General Services Department Facilities Management and Development Division's mission is to "plan, design, and manage County facility construction projects which meet user needs and provide safe, healthy, and aesthetic environments in a sensible, cost-effective manner." To more fully accomplish this mission, internal staff is augmented by external professional service consultants that provide services such as architectural and engineering design, project management, cost estimating, and move management services.

Professional service consultants are engaged by way of an RFQ process to solicit select qualified consultants and establish multi-year Master Service Agreements. In the past move management services were provided through one of the project management service providers in the MSA pool. However, due to the range and level of work scope associated with relocation requests that have been forthcoming, staff has determined that it is beneficial to develop a more specific description of the scope of move services and solicit a services provider under a separate MSA targeted at professionals with move management experience.

The solicitation of RFQ submittals and the subsequent award of a Master Service Agreement does not preclude the County from soliciting and entering into a project specific consultant services agreement if such a process can best provide the services required for a specific project, and for larger projects where fees would exceed the limits of the MSA.
Master Services Agreement (MSA)
Master Services Agreements are open service contracts that do not in themselves describe a specific scope of work or fee. Agreement terms and billing rates are established in the MSA. The specific services that are provided through these agreements are negotiated based on a defined scope of work and agreed to and undertaken by issuance of a Task Order for that work. An approved MSA does not obligate the County to pay any consultant fees; only a Task Order approved by the General Services Director, County Administrator or The Board of Supervisors obligates the County.

In the last three years, 31 MSA Task Orders have been issued for move management services for County relocations under a project management MSA. Many of these relocations have occurred in the past 12 months driven by the growing number of staff and programs within the social service departments. Staff anticipates requests for additional space and requests for relocation within existing space will continue grow.

Terms and Conditions of MSA
Staff is recommending that the MSA be for a 1-year term with two 1-year renewal options, if approved by the Department Head;

1. An MSA contract or pool of MSA contracts will be reestablished every three (3) years by way of a new RFQ process that will solicit and select qualified consultants;
2. Each Move Management MSA's annual budget limit will be up to $250,000. Actual expenditures incurred will be determined by the number and value of Task Orders issued under the MSA, and Task Orders can only be issued for projects approved and funded by your Board;
3. Staff retains the right to manage a separate RFQ process for a specific project if it is determined to be in the best interest of the County.

Consultant Selection
On June 30, staff issued an RFQ for move management services. The RFQ solicitation was advertised in the Press Democrat, sent to the North Coast Builders Exchange and AIA Chapters (local, East Bay, San Francisco), sent to a substantial list of interested firms, current and past consultants, and posted on the County's website.

Only one consultant responded to the RFQ. This firm was evaluated and ranked by staff according to RFQ selection criteria, which included experience with similar projects, staff qualifications and experience, project approach, and quality assurance program. Billing rates were also reviewed for consistency with industry standards. The firm was interviewed and references checked. Representatives from Facilities Development and Management, Human Services, and CRA participated on the evaluation team.

Based on the criteria, the following firm is recommended: Facilities By Design. Facilities By Design is a local Santa Rosa firm.

Prior Board Actions:

07/12/11- Authorize Chair to execute multi-year, Master Services Agreements with Ross Drulis Cusenbery Architecture, Glass Architects, TLCD Architecture, Kitchell, Construction and Development Solutions, and A.G. Frey Company. Move Management services were provided by A.G. Frey Company.

Strategic Plan Alignment	Goal 3: Invest in the Future

This service supports County department requests for relocation and/or reconfiguration to achieve greater efficiencies in their work or service delivery and expansion as department programs grow and provide greater services to the community.

Fiscal Summary - FY 14-15			
Expenditures		**Funding Source(s)**	
Budgeted Amount	$		$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$ 0.**	**Total Sources**	**$ 0.**

Narrative Explanation of Fiscal Impacts (If Required):

The MSA does not identify specific projects and will be used only as part of an approved capital project.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

No additional staff is required.

Attachments:

Attachment A: MSA 2011 Contract History

Related Items "On File" with the Clerk of the Board:

4 copies of Master Services Agreement with Facilities By Design.

Attachment A

Master Service Agreements 2011 Contract History

Task Order Amounts Expended or Currently Encumbered

ARCHITECTURE/ENGINEERING

	Glass Architects	Russ Drulis Cusenbery	TLCD
Year 1	$32,857	$31,820	$178,500
Year 2	$300,614	$156,909	$21,870
Year 3	$148,580	$64,405	$268,350
Totals	**$482,051**	**$253,134**	**$468,720**

Contract allowable per year: $500,000

PROJECT MANAGEMENT

	AG Frey (Moves)	C&DS	Kitchell
Year 1	$102,883	$73,894	$0
Year 2	$116,595	$76,375	$0
Year 3	$105,387	$67,350	$33,780
Totals	**$324,865**	**$217,619**	**$33,780**

Contract allowable per year: $250,000

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: Sonoma County Board of Supervisors

Board Agenda Date: September 23, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Linda Rodecap: 707 565-2433
Christopher Helgren: 707-565-2052

Supervisorial District(s):

All

Title: Disaster-Related Debris Management and Recovery Services on an As-Needed Basis

Recommended Actions:

Authorize Chair to execute a contract with AshBritt, Inc. for disaster-related debris management and recovery services on an as-needed basis with a term through July 31, 2016, with the option to extend for two additional five year terms.

Executive Summary:

General Services and Emergency Services are jointly requesting the Board of Supervisors approve award of a contract to AshBritt, Inc. for disaster-related debris management and recovery services on an as-needed basis. The services provided under this contract would only be invoked upon declaration of a State and/or Federal disaster.

Background

The County of Sonoma is vulnerable to involvement in either natural or man-made disasters. The County not only faces the prospect of storms, wildfires, and earthquakes, but also has major highways, air, sea and transportation routes, and commercial industries using hazardous materials. The purpose of the Disaster-Related Debris Management and Recovery Services Agreement is to ensure timely and coordinated operations that support incident objectives as defined by the Sonoma County/Operational Area Emergency Operations Plan which addresses the response to extraordinary emergency situations associated with large-scale disasters affecting the Sonoma Operational Area. The Sonoma Operational Area consists of the cities, special districts and the unincorporated areas of the County.

This is a “piggyback” agreement using a contract awarded by the County of Alameda as the result of a competitively bid RFP. This agreement is intended to supplement the Sonoma Operational Area’s resources with the Contractor’s workforces that have the capacity to manage large projects associated with a major recovery operation and to timely provide necessary supplies, equipment and personnel if needed. Given the uncertainty surrounding the type of potential disaster, the scope of services is broad

and the contract is therefore structured as a usage contract that will be invoked only in an emergency. No compensation will accrue to the Contractor unless and until the contract is invoked by the County Emergency Operations Center (EOC) either in anticipation of a natural disaster, manmade disaster or after such a disaster has occurred.

The County of Alameda completed a rigorous, competitive RFP process resulting in the award of the Master Contract #900818 to AshBritt, Inc., in March, 2012 with an initial contract term through July 31, 2016 with the option to extend for two additional five-year terms. The award was made based on the evaluation criteria outlined in the RFP and evaluated by a County Selection Committee. The evaluation criteria included Vendor Qualifications, Operational Services Criteria, Administrative Services Criteria, Financial Stability, Relevant Experience, and Cost Reasonableness. The contract also specifically allowed for other tax supported agencies within the State of California to participate in this contract. Given the complexity of the nature of the services and the broad scope of the services provided it is in the best interests of the County of Sonoma to piggyback on this contract rather than initiate its own separate RFP process.

The Sonoma County Fire and Emergency Services Department reviewed and recommended the use of this contract under a piggyback agreement.

Results of Non Approval

In the event of a disaster the County would be at a disadvantage in the ability to obtain the necessary debris management and recovery services provided by this contract.

Prior Board Actions:

None

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

This contract would allow the County to gain access to a broad array of resources on an as-needed basis in response to all hazards and emergencies that may impact the County such as earthquake, wild land/urban interface fires, floods, landslides, Public Health emergencies, Hazardous Materials Spills, Oil Spills, Weapons of Mass Destruction (WMD) incidents and more so the community is prepared and responds appropriately to emergencies and natural hazards.

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$		$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$ 0.**	**Total Sources**	**$ 0.**

Narrative Explanation of Fiscal Impacts (If Required):			
There is no encumbrance for this contract. Contractor will be paid for services in accordance with the agreement only when contract is invoked in response to a disaster situation.			
Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Attachment A: Vendor Summary of Services Brochure			
Related Items "On File" with the Clerk of the Board:			
County of Alameda Request For Proposal (RFP) Exhibit 1: County of Alameda Master Contract #900818, Contractor's Pricing and Staffing Plan 5 Copies of Disaster Related Debris Management and Recovery Services Agreement			

TESTIMONIALS

"I have worked with AshBritt, Inc. for 4+ years. Each year they take extra steps to visit and train with us at the start of Hurricane Season. Because of their extra effort and professionalism, I would like to express my gratitude for the excellent service that your company provided during Hurricane Ike. We are very pleased with the quality of service and sincerely appreciate your responsiveness.

- Charlie Kelly, Emergency Management Coordinator, Galveston, TX

"Since enlisting their services, my experience with Ashbritt has been extremely positive. They have exceeded all expectations each time I have called upon them to respond. Every call to Ashbritt with a question or concern has resulted in immediate response. The yearly training that they provide for us has been invaluable, and has helped me bring together many jurisdictions in our area"

- Jeff Kelley, Emergency Management Coordinator, Orange County, TX

"We would like to express our gratitude for the excellent service that your company provided during Hurricane Wilma. We are very pleased with the quality of service and sincerely appreciate your responsiveness and the way you conduct business. The professionalism and efforts that you provided in removing the hurricane-related debris was exemplary.

- Daniel R. Rodriquez, MBA, CFM, Solid Waste Management Director, Collier County, FL

"Just a quick note to let you know how much we appreciated the annual training provided by your staff as part of our pre-positioned contract for response and recovery services. This training is an essential part of our preparedness planning. Having experienced the full brunt of Hurricane Charley, we are uniquely aware of the benefits of training provided by Ashbritt. Your staff does an excellent job of tailoring the training to fit our needs. The instructors' expert knowledge and their empathy are major factors in improving our employees' abilities to respond to disasters."

- Alan Holbach, Maintenance & Operations Manager, County of Charlotte, Florida

Community Involvement

Community involvement is embedded in AshBritt's culture. Throughout its long history, the corporation has passionately supported both local and national efforts to improve the communities where AshBritt employees and clients live and work.

Ame i

Lauren's Kids
Preventing Child Abuse & Healing Survivors

OUR PROMISE

Your dedicated partner in response & recovery. There when you need us.

AshBrit
Environmental

Corporate Headquarters

480 South Andrews Avenue | Suite 103 | Pompano Beach, FL 33069
Tel: 954.545.3535 | Fax: 954.545.3585 | Toll Free: 1.800.244.5094
Email: info@ashbritt.com | www.ashbritt.com

Regional Offices

Charlotte, North Carolina	954.629.0018	San Diego, California	619.298.7719
Galveston, Texas	954.553.0443	Los Angeles, California	310.330.0064
Fort Myers, Florida	239.229.5829	Sacramento, California	916.498.9964

FSC Mixed Sources
Product group from well-managed sources
www.fsc.org Cert no. SCS-COC-001503
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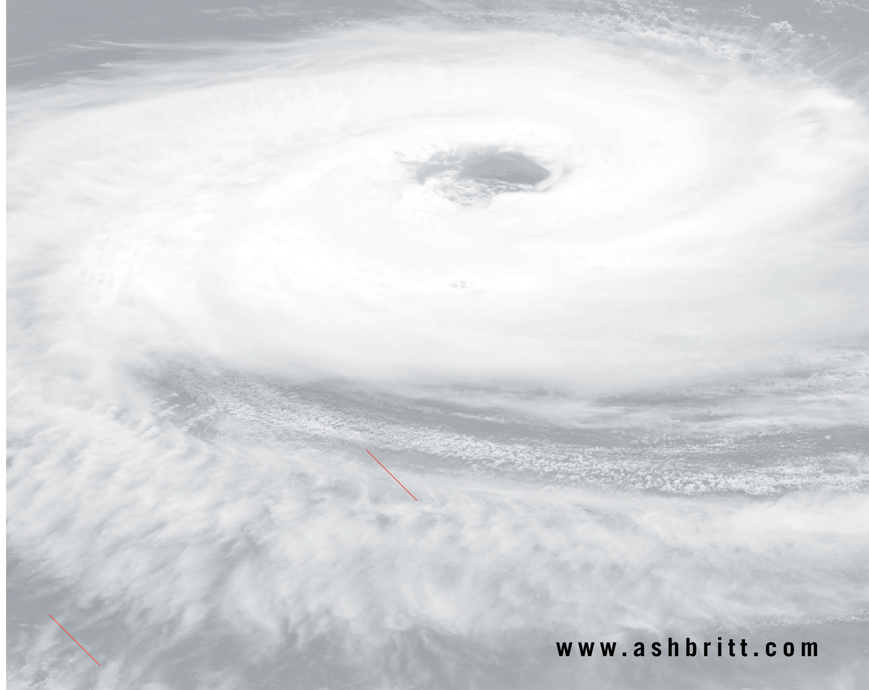
AshBrit Environmental

Disaster Response & Recovery Services



www.ashbritt.com

ABOUT US

AshBritt Environmental is a Florida-based, international rapid-response disaster recovery and special environmental services contractor. Since our inception in 1992, we have managed and executed over one hundred (100) disaster projects and multiple special environmental projects, successfully serving nearly 100 clients. We have been directly involved in the debris recovery efforts of thirty (30) federally declared major disasters in multiple states, beginning with Hurricane Andrew. Each of these recoveries was conducted under the authority and oversight of the Federal Emergency Management Agency (FEMA), positioning us as one of the foremost experts in federally funded and monitored disaster-debris recovery missions.

This extensive experience has created an abundance of knowledge and expertise for our principals, managers, and personnel. Our senior management and technical consultants at present have more than 175 years of combined disaster-debris management experience, and are intimately acquainted with all facets of disaster recovery, including debris removal, management, reduction, processing, recycling, and disposal, as well as emergency planning, damage mitigation and risk abatement. Most importantly, they are widely conversant with the Robert T. Stafford Act and 44 C.F.R., the resultant FEMA debris management policies, and the federal Public Assistance Program procedures and guidelines. As such, our team is able to manage recovery projects to fully maximize state and federal reimbursements.

We pride ourselves on our full-service, client-focused approach to disaster recovery, as we offer adept and balanced operational and administrative support, a factor often neglected and paid "lip service" in our industry. We fully appreciate the exigent nature, pressing schedules, and exacting demands of recovery efforts, and we have proven through our capabilities and wherewithal to be a professional, reliable and competent contracting partner. We have witnessed first hand the economic strain and demands that communities face in the aftermath of major disasters. Our careful management and sound financial capacity allow us to see even the largest of recovery projects through.

Our expertise, capabilities and financial strength were highlighted by our unprecedented accomplishments as the Prime Contractor for the U.S. Army Corps of Engineers' recovery mission for Hurricane Katrina in Mississippi. The Hurricane Katrina Mississippi recovery project was the largest and most varied debris mission by a single company in U.S. history. The lessons learned from this project as well as from our many other diverse past projects has allowed us to expand and fortify our technical and production abilities, making us the forerunner in the Disaster Recovery industry. At present, we are the USACE ACI prime contractor for Region 2b (N. Carolina, S. Carolina, and Georgia), Region 5 (California, Nevada, Utah, Arizona, and New Mexico), and Region 6a (Hawaii).

CAPABILITIES

AshBritt Environmental provides rapid response and recovery services to municipal, county and state governments affected by natural and man-made disasters such as hurricanes, earthquakes, tornados, fires, ice storms, and terrorist attacks. AshBritt's team of professionals possess years of experience and have been assisting communities with their recovery efforts since 1992. Our proven ability to safely and rapidly mobilize the necessary specialized resources to start, sustain and complete a recovery project, regardless of size, is unsurpassed in the industry. Following is a summary list of our services, resources and capabilities:

Emergency Services

- Supply and Distribution of Ice, Water & Meals Ready to Eat (MRE)
- Potable Water Filtration, Wastewater, and Desalination Units
- Temporary Fuel Supply
- Floodwater Relocation
- Sewer & Catch Basin Clearing
- Temporary Power Generation
- Satellite Communication
- Equipment Rental
- Temporary Sanitation Facilities
- Temporary Lodging - Man Camps, Tents, Portable Buildings, Bunk Trailers and Buses
- Temporary Lodging - Accommodation Ships (Floatels) and Shallow Draft Sleeping Barges
- Portable Office Space
- Aerial Support
- Mortuary Services - Portable crematoriums, body bags and cremation containers
- Mobile Kitchens
- Sanitation Facilities - Port-a-johns, shower trailers and laundry trailers
- Fuel Services - Tanks, Delivery Trucks, Fuel Supply Barge and Fuel Tractor
- GIS Mapping and Tracking
- Fire Suppression Support
- Invasive Species Containment, Collection and Disposal

Debris Management

- Emergency Road Clearance
- Natural/Man-made Disaster debris removal, reduction, processing and recycling
- Design, construction and management of Debris Management Sites (DMS)
- Supplemental collection of residential and commercial solid waste
- Collection, decontamination, recycling and disposal of White Goods
- Electronic Waste (E-Waste) collection, recycling and disposal
- Hazardous Waste containment, collection, transport, and disposal
- Hazardous Tree Removal and disposal
- "Right-of-Entry" program operations
- Demolition of unsafe structures
- Animal carcass collection and disposal

Marine Services

- Marine debris removal and recovery
- Vessel containment, collection & disposal
- Industrial Diving Operation
- Dead Fish & Invasive Species containment, collection and disposal
- Beach Restoration
- Barge Transport
- Dredging Services
- Sonar Mapping

Oil Spill Recovery Services

- Life Support
- Personnel available for immediate deployment
- Hard Boom (various sizes)
- Soft Boom (various sizes)
- Absorbent pads
- Dispersal products
- Personal Protective Equipment (PPE)
- Drums and Liners
- Industrial Supplies
- Hazardous material clean-up
- Oil spill response and clean-up
- Biologic hazardous remediation
- Qualified field staff
- Spill response boats well suited for estuaries and shallow water

Restoration Services

- Mass Decontamination
- Asbestos Remediation
- Mold Remediation
- Air and Material sampling/monitoring
- Drying-in Services
- Roof Tarping and Repair
- Operational tracking/inventory services
- Web-based electronic tracking/inventory
- Administration assistance and support

PRE-PLANNING

Training, planning and preparing for any scenario.

Planning for disaster response and recovery cannot be overstated; it is paramount to the success of any recovery mission. As a critical value-added service, AshBritt Environmental encourages and offers pre-event planning and training for our clients from which we gain the benefit of being able to further lay a solid foundation for future recovery efforts.

Client Training

- Provide "lessons learned" and debris management best practices.
- Overview of the Public Assistance program and updated FEMA guidance.
- Operations and administrative overview of accepted FEMA practices.
- Review AshBritt's proprietary Disaster Information Management System (DIMS).

Operations Meetings

- Formulation or updates to debris collection zone maps and primary road clearance routes, as well as designation of critical facilities. Provide debris estimates utilizing USACE debris estimating model.
- Partner with our client's staff and/or assigned representative to determine the anticipated resources for specific recovery scenarios to include local subcontractor participation.
- Evaluation of special considerations such as environmental planning and mitigation concerns, household hazardous waste and hazardous materials handling and disposition, as well as other ancillary services that may be needed.
- Delineation of roles and responsibilities of client key staff members and AshBritt Environmental staff.
- Overview of public information standards and notification best practices.

Site Evaluations

- Preliminary selection and evaluation of sites for debris management or equipment staging.
- Utilization of satellite imagery for site demarcation, ingress/egress and logistical consideration.
- Perform preliminary on-site survey for operational suitability.

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: Sonoma County Board of Supervisors

Board Agenda Date: September 23, 2014

Vote Requirement: Majority

Department or Agency Name(s): General Services Facilities Development and Management, Sonoma County Sheriff's Office

Staff Name and Phone Number:

Mike West: 707-565-3665
Steve Freitas: 707-565-3917

Supervisorial District(s):

All

Title: Siri Road Communication Tower

Recommended Actions:

1. Approve the project plans and specifications for the Siri Road Communications Tower and Vault and authorize the Chair to execute a construction contract with AE Nelson Construction Inc. for the Siri Road Communication Tower and Vault Project in the amount of $899,300.
2. Authorize the Chair of the Board to execute a contract with Kleinfelder West, Inc. to provide construction phase special inspections for the Siri Road Communications Tower in the amount of $36,564.

Executive Summary:

The County of Sonoma maintains a network of wireless communication facilities that provides voice radio and wireless data communication for essential services, including the 911 dispatch system, emergency fire services, emergency medical response services, law enforcement, and other first responder, public safety and public works agencies. Siri Road is one of the existing communication sites with a tower in that network. It was originally developed in 1998 and utilizes structures that are both beyond their useful life and too small to support growing system needs. The site is located West of Guerneville and serves a large geographical area of Sonoma County, North to Cazadero, South to Occidental, West to the ocean and most of the lower Russian River area.

Project Description

This project is for a new Radio Tower and Vault on Siri Road to replace the existing undersized and out of date facility and improve the capacity of this site to meet the needs of the telecommunications network. The work will include the replacement of the existing 80-foot radio tower with a new 180-foot tower, and construction of a new 20'x20' masonry vault to house telecommunications equipment. This upgrade will provide better communications for emergency response personnel and others resulting in better service to the surrounding community.

Consultant Selection
Kleinfelder, Inc. was selected as the consultant for the construction phase special inspections and materials testing services at the Siri Road Communication Site because of their familiarity with the project, having performed the initial geotechnical soils report for this site under a previous single-source contract. Continuing with Kleinfelder as the consultant reduces the likelihood of construction phase errors or inefficiencies on this project due to their familiarity of the project.

Public Bid
A Notice Inviting Bids for the Siri Road Communications Tower and Vault Project was issued on July 15, 2014. A mandatory pre-bid meeting was held at the site on July 25. The Project bid opening was held on August 19, 2014.

Bid Results
Five contractors submitted bids for the Siri Road Communications Tower and Vault Project. The bid results were as follows:

Bid Date: 8/19/14

Bidders Name	Base Bid
AE Nelson Construction	$899,300
LD Strobel	$914,314
FRC, Inc	$1,035,000
GCCI, Inc	$1,057,000
BRCO Construction	$1,098,000

In conformance with Public Contract Code Section 20128 AE Nelson Construction Inc., was the lowest responsive bidder with a bid of $899,300. After review of AE Nelson Construction Inc. bid and the scope of work, Staff determined that AE Nelson Construction Inc is the lowest responsive and responsible bidder and that the bid represents a reasonable price and good value to the County. Staff recommends that the Board award the work to AE Nelson Construction Inc. in the amount of $899,300.

Schedule
Work is scheduled to begin in October 2014 with completion in April 2015.

Funding
Funding for this project is provided from the County's Capital Project Plan Budget, and has already been approved by the Board of Supervisors through the County's annual budget adoption process. The cost of this proposed contract is within the project budget and has been reviewed by the Sheriff's Office and deemed to meet their technical specifications.

Effects of Non-Approval
Without the approval of the construction contract with AE Nelson Construction Inc the construction of

the Siri Road Communications Tower and Vault will not be able to proceed and the advantages of improving the public safety communications network for the County will not be realized.

Prior Board Actions:

07/22/14 – Board authorized execution of new ground lease with landowners Robert J. Booth and Pamela M. Powell for installation and operation of communications improvements at Poole Ridge telecommunications site located at 21789 Siri Road.
01/07/14 – Board resolution No. 14-004 adopting a Mitigated Negative Declaration and approving construction of a new communications tower and equipment shelter.
9/25/12 – Board authorized execution of new consulting contracts and an amendment to an existing contract for design and construction administration services for telecommunications projects, including the Siri Road site.
10/04/05 – Board authorized General Services Director to exercise options to extend lease terms.
10/27/98 - Board resolution No. 98-1392 authorizing execution of lease with Robert J. Booth for use of existing radio communications facilities.

Strategic Plan Alignment Goal 3: Invest in the Future

The new tower and equipment vault at the Siri Road site will provide the infrastructure needed to accommodate the County's growing telecommunication needs improving the ability of first responders to maintain critical radio communications in remote areas of the County. Implementation of these facilities further aligns with the goal of promoting a Safe and Caring Community, by ensuring timely improvements to the County's communication network that promote the safety and connectivity of the community.

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$ 935,864	County General Fund	$ 935,864
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$ 935,864**	**Total Sources**	**$ 935,864**

Narrative Explanation of Fiscal Impacts (If Required):

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

None

Related Items "On File" with the Clerk of the Board:

Construction Contract between the County of Sonoma and AE Nelson Construction Inc.

4 copies of Consulting Contract for $36,564. With Kleinfelder, Inc. for Siri Road Communications Tower.

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: Sonoma County Board of Supervisors

Board Agenda Date: September 23, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Diane Kaljian – 707-565-5950
Tracy Repp – 707-565-5982

Supervisorial District(s):

County-Wide

Title: Execution of the Funding Agreement between the Metropolitan Transportation Commission for Transportation and Mobility Management Activities

Recommended Actions:

Authorize the Director of Human Services to execute a grant agreement with the Metropolitan Transportation Commission for the term of July 1, 2014 to December 31, 2016, in the amount of $89,572.

Executive Summary:

The Sonoma County Humans Services Department (HSD), Adult & Aging Division, Area Agency on Aging (AAA), has identified "accessible, reliable transportation" as either the greatest or one of the greatest unmet needs for seniors, adults with disabilities, and non-English speaking persons. These at-risk populations, which are often low income and living in rural areas not well served by public transportation, are especially isolated and in critical need of transportation services. Traditional forms of transit and para-transit also do not meet the needs of many older adults who have stopped or reduced driving. Low-cost, senior-friendly alternative transportation for those who are unable to use public transportation to get to work, medical appointments, shopping, and other services is a critical identified need.

In response to this need, the AAA applied for and was awarded a grant from the Metropolitan Transportation Commission (MTC) through Federal Transportation Authority (FTA) New Freedom funding. The funding will be used for mobility management activities to coordinate and enhance existing community transportation options throughout Sonoma County, as well as administer Sonoma Access, the one-stop transportation website and call center for Sonoma County (www.sonomaaccess.org). The AAA will receive a total grant of $89,572 for the term of July 1, 2014 to December 31, 2016. Funding will be used to subcontract for a part-time Mobility Management Coordinator (MMC) at a cost of approximately $27,000 a year. The MMC will provide administration and oversight in the development of comprehensive mobility management transportation services, including but not limited to coordination with community partners, act as a liaison to Sonoma County governing

boards, manage and monitor the grant program, and represent the AAA in outreach efforts in the community to expand existing networks available to the population served by the grant. A procurement process will be conducted to fill the position.

Through hiring a part-time Mobility Management Coordinator, this funding will support the efforts of the *Sonoma Access Consolidated Transportation Services* (SACTS) Consortium, which includes members of the AAA Advisory Council, over 80 transportation agencies, community based organizations serving seniors and people with disabilities, and members of the public. Accomplishments of SACTS will include, but not be limited to the following:

- Improve transportation options for the public, targeting low-income seniors and disabled populations
- Create and maintain an inventory of transportation services
- Identify opportunities for coordination of service delivery to avoid duplication of service
- Contract with public, not-for-profit, and/or private transportation operators to deliver efficient low-cost, senior friendly services to include but not limited to volunteer driver and travel voucher programs
- Identify transportation gaps and barriers focusing on underserved areas such as rural and remote regions of Sonoma County where senior and disabled populations are physically isolated from needed services
- Advocate for additional fixed-route bus services into neighborhoods to make bus travel possible for people with limited endurance/mobility
- Improve coordination among city and county public and private transit operators, enhancing commitments to delivering services that meet the needs of low-income, seniors, and disabled populations
- Administer the Sonoma Access website and call center

Prior Board Actions:

3/11/08 – Cal-Trans/Metropolitan Transportation Commission Funding Agreement – New Freedom Cycle 3 grant funding
11/21/08 - – Cal-Trans/Metropolitan Transportation Commission Funding Agreement – Lifeline Transportation Program funding
9/29/09 – Cal-Trans/Metropolitan Transportation Commission Funding Agreement – New Freedom Cycle 4 grant funding

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

Mobility management activities increase transportation options and promote independent living for seniors and people with disabilities who may be isolated or unable to access reliable transportation.

Fiscal Summary - FY 14-15			
Expenditures		**Funding Source(s)**	
Budgeted Amount	$		$
Add Appropriations Reqd.	$ 59,715	State/Federal	$ 59,715
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$ 59,715**	**Total Sources**	**$ 59,715**

Narrative Explanation of Fiscal Impacts (If Required):

$59,715 will be added to the 1st Qtr FY 14-15 Consolidated Budget Adjustments and the remaining $29,857 will be budgeted in FY 15-16.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

None.

Related Items "On File" with the Clerk of the Board:

Metropolitan Transportation Commission Agreement.

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: September 23, 2014

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:
Ken Tam 565-3348

Supervisorial District(s):
1st

Title: Consent to Recordation of Irrevocable Offer of Dedication of a Public Trail Easement – Sonoma Valley Trail

Recommended Actions:

Adopt a Resolution consenting to recordation of irrevocable offer of dedication of a public trail easement over the Hamel Family Wines Property

Executive Summary:

On September 27, 2012, the Sonoma County Board of Zoning Adjustments approved the development of a new winery on the Hamel Family Wines Property (APN: 056-012-008) located across the street from Madrone Road at 15401 Highway 12 in Sonoma. As a condition of approval, Hamel Family Wines would make an irrevocable offer of dedication of a public trail easement to the County for the purposes of developing the proposed Sonoma Valley Trail. The offer must be made and recorded by the County before the winery can officially open for business. The Hamel Winery is scheduled to open later this year.

The Trail is identified as a project in the adopted 2010 County Bicycle and Pedestrian Plan. In concept, the proposed 13-mile Sonoma Valley Trail follows the Highway 12 corridor from the Sonoma Springs area to the Santa Rosa City limits. The Trail will provide pedestrians and bicyclists non-motorized access to public parks, local businesses such as restaurants and wineries, and other places of interest along the Highway 12 corridor.

The location of the Trail alignment from Santa Rosa to the Sonoma Springs area will be determined when the Sonoma Valley Trail Feasibility Study is completed in December 2015. The Feasibility Study area includes the Hamel Family Wines property. The completed Feasibility Study will provide recommendations for trail alignments and alternatives along the Highway 12 corridor.

The Irrevocable Offer of Dedication is a method that allows the County to reserve its option to secure a public trail easement over the Hamel Family Wines property at a later date if it is needed. The

Irrevocable Offer of Dedication does not have an expiration date on when the County must accept the trail easement offer and can only be terminated by the County. This method provides the County with additional time to study the potential trail alignments north and south of the Hamel property.

The Hamel Family has offered the proposed public trail easement to the County which is located on the east side of Highway 12 and depicted in Exhibit B of the Irrevocable Offer of Dedication. The proposed trail easement is approximately 1,300 linear feet and transverses seasonal wetlands and oak trees that would require tree removal and mitigation if the trail is constructed. Staff made several requests to adjust the trail alignment to avoid the oak trees but the Hamel Family was not willing to offer a different alignment. Future changes to the location of the proposed trail easement will require negotiations and agreement from the Hamel Family. In a recent letter to the County, the Hamel Family has expressed a willingness to listen and discuss the County's needs at a later date.

Regional Parks staff has worked with County Counsel and Hamel Family Wines to create the Irrevocable Offer of Dedication and recommends the Board consent to the recordation of the Irrevocable Offer of Dedication. Regional Parks will return and request the Board to consider accepting the trail easement from the Hamel Family when the entire Trail alignment has been better defined.

Prior Board Actions:

August 24, 2010, by Resolution No. 10-0636 adopted the 2010 Sonoma County Bicycle and Pedestrian Plan which identifies the Sonoma Valley Trail as a project.
September 27, 2012, by Resolution No. 12-017 the Board of Zoning Adjustments approved the Hamel Winery project
July 22, 2014, Board approved professional service agreement with Questa Engineering to complete the Sonoma Valley Trail Feasibility Study by December 2015

Strategic Plan Alignment Goal 3: Invest in the Future

The proposed trail can provide a facility network that promotes mobility, health & safety, connectivity & convenience.

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$		$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):			
Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution, Map, Exhibit B			
Related Items "On File" with the Clerk of the Board:			
Irrevocable Offer of Dedication			

County of Sonoma
State of California

Item Number: _____

Date: September 23, 2014 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Consenting to the Recordation of an Irrevocable Offer of Dedication of a Public Trail Easement Over the Hamel Family Wines Property to the County of Sonoma and Making Certain Findings in Connection Therewith.

Whereas, the Hamel Family Wines owns APN: 056-012-008 ("Property") located at 15401 Highway 12 in Sonoma; and

Whereas, pursuant to Government Code Section 7050, the Hamel Family Wines has made a written irrevocable offer of dedication of public trail easement over the Property to the County of Sonoma for the purposes of developing the proposed Sonoma Valley Trail; and

Whereas, the proposed Sonoma Valley Trail is identified as a project in the adopted 2010 County Bicycle and Pedestrian Plan; and

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

1. *The Irrevocable Offer of Dedication*. Hamel Family Wines has made a written irrevocable offer of dedication of a public trail easement over the Property to the County pursuant to Government Code 7050. Section 7050 allows this type of offer made to a county or city and so it is necessary for the County to consent to its recording.
2. *Consent.* Consent is hereby given to the recording of the Irrevocable Offer of Dedication.
3. *General Plan Conformity.* The requirements of Government Code 65402 are not applicable because this resolution does not authorize the acquisition of real property. A general plan conformity determination will be made at such time as this Board considers the acceptance of the irrevocable offer of dedication for a public trail easement.
4. *CEQA compliance.* Consent for the recording of an offer of dedication made pursuant to Government Code 7050 is not subject to the California Environmental Quality Act because the recording "will not result in a direct or reasonably foreseeable indirect physical change in the environment" and

the recording is not a project [CEQA Guidelines Section 15060(c) (2) and (3)]. At such time as this Board considers the acceptance of the offer and has prepared a plan for its use by the public (See CEQA Guidelines Section 15316) it will comply with applicable requirements of the Act.

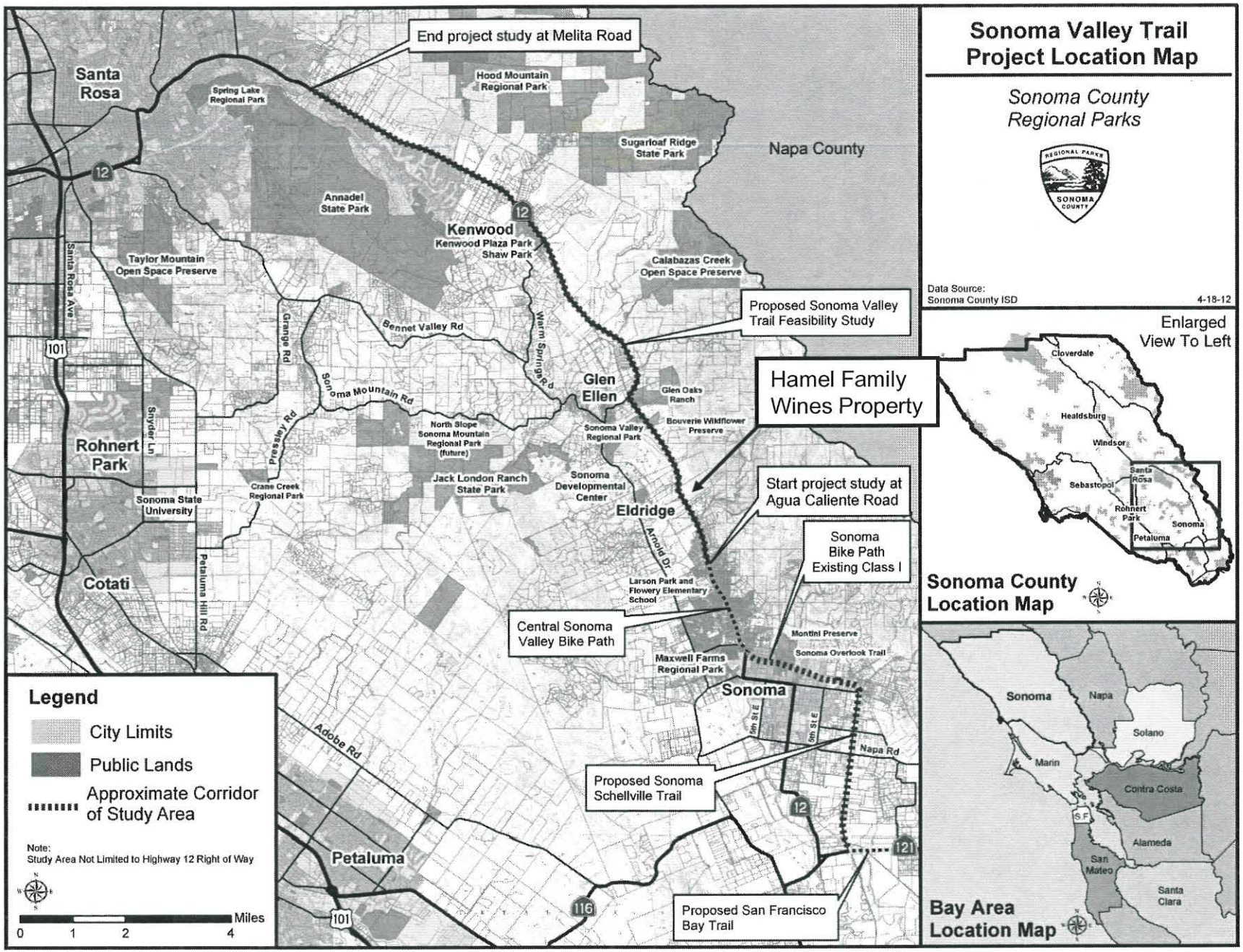
5. *Execution of Documents.* The Chair is authorized to execute all documents necessary to accomplish the purposes of this resolution.

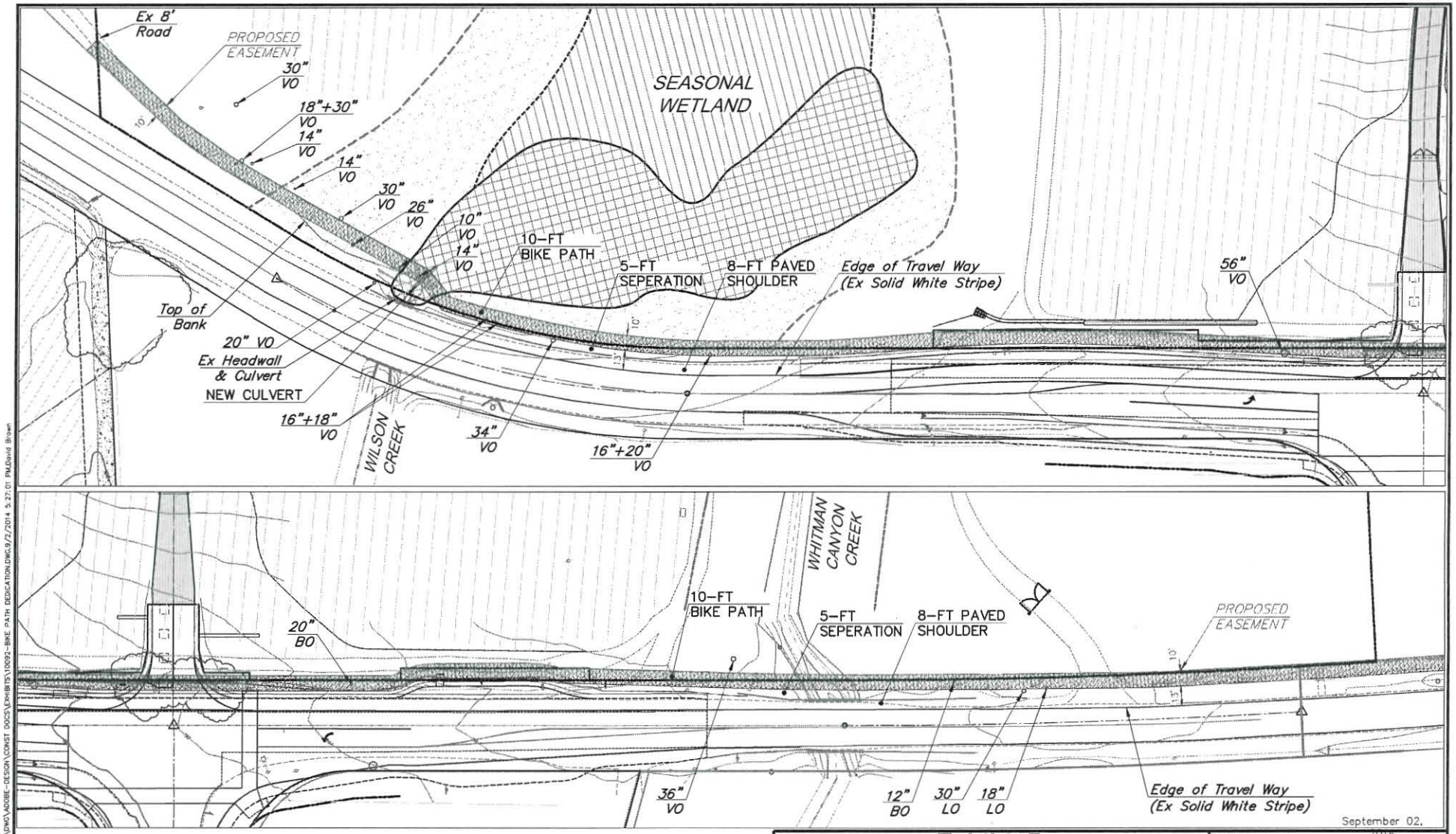
Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.


Sonoma Valley Trail
Project Location Map
Sonoma County
Regional Parks
Data Source:
Sonoma County ISD
4-18-12
End project study at Melita Road
Hood Mountain Regional Park
Spring Lake Regional Park
Santa Rosa
Sugarloaf Ridge State Park
Napa County
Annadel State Park
Kenwood
Kenwood Plaza Park
Shaw Park
Taylor Mountain Open Space Preserve
Calabazas Creek Open Space Preserve
Santa Rosa Ave
Grange Rd
Bennet Valley Rd
Warm Springs Rd
Proposed Sonoma Valley Trail Feasibility Study
Sonoma Mountain Rd
Glen Ellen
Glen Oaks Ranch
Hamel Family Wines Property
Snyder Ln
Pressley Rd
North Slope Sonoma Mountain Regional Park (future)
Bouverie Wildflower Preserve
Sonoma Valley Regional Park
Rohnert Park
Jack London Ranch State Park
Sonoma Developmental Center
Start project study at Agua Caliente Road
Crane Creek Regional Park
Sonoma State University
Eldridge
Arnold Dr
Sonoma Bike Path Existing Class I
Petaluma Hill Rd
Cotati
Larson Park and Flowery Elementary School
Central Sonoma Valley Bike Path
Montini Preserve
Sonoma Overlook Trail
Maxwell Farms Regional Park
Sonoma
5th St E
Napa Rd
Adobe Rd
Proposed Sonoma Schellville Trail
Petaluma
Proposed San Francisco Bay Trail
Legend
City Limits
Public Lands
Approximate Corridor of Study Area
Note:
Study Area Not Limited to Highway 12 Right of Way
Miles
0 1 2 4
Enlarged View To Left
Cloverdale
Healdsburg
Windsor
Sebastopol
Santa Rosa
Rohnert Park
Sonoma
Petaluma
Sonoma County Location Map
Sonoma
Napa
Solano
Marin
Contra Costa
S.F.
Alameda
San Mateo
Santa Clara
Bay Area Location Map



NOTES:
+ UTILITY POLES AND OTHER OBSTRUCTIONS SHALL BE AT LEAST 5-FT FROM THE BIKE PATH.

0 30 60 FEET
GRAPHIC SCALE

Exhibit B
BIKE PATH DEDICATION

HAMEL FAMILY WINES - SITE IMPROVEMENTS
15401 & 15409 Highway 12, Sonoma, CA
APN 056-012-008

September 02, 2014

adobe associates, inc.
civil engineering | land surveying | wastewater
1220 N. Dutton Ave., Santa Rosa, CA 95401
P. (707) 541-2300 F. (707) 541-2301
Website: www.adobeinc.com
"A Service You Can Count On!"

File: I:\2010 PROJECTS\10092\DWG\ADOBE-DESIGN\CONST DOCS\EXHIBITS\10092-BIKE PATH DEDICATION.DWG,9/2/2014 5:27:01 PM,David Brown

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: September 23, 2014

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management

Staff Name and Phone Number:
Laurel Putnam 707-565-3714

Supervisorial District(s):
Fourth

Title: Final Map for Hall T—T Ranch Subdivision, Tract No. 1067

Recommended Actions:

Adopt a Resolution approving and accepting the Final Map for "Hall T—T Ranch Subdivision, Tract No. 1067" and making findings all in accordance with the Subdivision Map Act. (Fourth District)

Executive Summary:

On April 10, 2007, the Board of Supervisors approved the 10 lot tentative map dividing the 424 acre property located at 2457 Wilson Road, Geyserville. This approval granted the developer two years to meet their conditions of approval required prior to filing their final map which would create the lots. The State Map Act allows for five, one-year extensions to approved tentative maps upon request by the applicant/subdivider. However, due to the economic downturn, the State approved four legislative extensions (automatic extensions to the life of a tentative map without request by the applicant/subdivider), keeping this and other tentative maps active.

The matter before the Board today is approval of the Final Map for the subdivision. This is a ministerial action by the Board, subject only to compliance with the applicable conditions of approval which is inclusive of the requirements of the State Subdivision Map Act, and the County's Subdivision Ordinance.

In order to assure that lots being created through the subdivision process are buildable, a subdivider is required to prove water supply and sewage disposal for each of the lots being created to the satisfaction of PRMD Project Review Division's Environmental Health Specialist who conditions subdivision projects for this reason. For this subdivision:

- Water will be served by a combination of several small water systems in addition to several individual wells.
- Sanitary Sewer service will be provided by individual septic systems on each lot.

The owner/subdivider, Hall T—T, LLC, A Texas Limited Liability Company, has completed the required access and water system improvements both onsite and offsite to the satisfaction of the County

Surveyor. The offsite improvements were completed October 6, 2009 and a Subdivision Improvement Maintenance Agreement for the Public Improvements was entered into with a Surety Bond posted as security which was subsequently released on March 9, 2011. The onsite improvements were completed May 8, 2014 and a Subdivision Improvement Maintenance Agreement was entered into with a Surety Bond (Bond #456965S in the amount of $454,748.00 from Indemnity Company of California) posted as security to warrant the private onsite improvements.

The owner/subdivider has prepared the following documents in order to meet their obligations under the Conditions of Approval: a Declaration of Restrictions (regarding septic issues); three water Covenants for three separate water systems; an additional Declaration of Restrictions (CC&Rs); two Open Space Easements; and a rescission of a Land Conservation Contract.

The owner/subdivider has satisfied the required conditions for filing of the Final Map. Therefore staff recommends approval of the resolution approving the Final Map for the Hall T—T Ranch Subdivision, Tract No. 1067.

Prior Board Actions:

September 16, 2014: Approval of Resolution No. 14-0369 which approved two Open Space Easements and the rescission of the Land Conservation Contract.
April 10, 2007: Approval of Resolution No. 07-0274 which adopted the Mitigated Negative Declaration and approved the 10-lot major subdivision, rescission of an existing Williamson Act-Type I contract and replacement with a perpetual Open Space Easement over the entire property.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

By allowing this subdivision, ten new homes may be built creating jobs and adding to the County's population base in an orderly fashion.

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$		$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):

The applicant/subdivider has paid County required fees for review of the subdivision improvement plans, inspection of the installation of the improvements and review of the final map. Due to an increased property tax base, there should be an increase in property tax revenue generated by creation of the ten lots.

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
A) Resolution. B) Location map. C) Portion of subdivision map.			
Related Items "On File" with the Clerk of the Board:			
None.			

County of Sonoma
State of California

Attachment A

Item Number: _____

Date: September 23, 2014 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving And Accepting The Final Map For Hall T—T Ranch Subdivision, Tract No. 1067 And Making Findings All In Accordance With The Subdivision Map Act.

Whereas, a Final Map of that certain subdivision entitled "Hall T—T Ranch Subdivision, Tract No. 1067" located in Geyserville has been presented to this Board of Supervisors for approval and acceptance; and

Whereas, said map conforms to the requirements of the State Subdivision Map Act and the Sonoma County Subdivision Ordinance; and

Whereas, the installation of the required monumentation has been completed to the satisfaction of the County Surveyor; and

Whereas, the installation of the public and private improvements for access and water have been installed to the satisfaction of the County Surveyor; and

Whereas, the owner/subdivider, Hall T—T, LLC, A Texas Limited Liability Company, has entered into a Subdivision Improvement Maintenance Agreement with the County and has posted a surety bond in the amount of $454,748.00 to warrant the private improvements for the subdivision; and

Whereas, the estimated taxes for the 2014 & 2015 fiscal year have been paid or financial arrangements made to the County Tax Collector; and

Whereas, said map has been duly acknowledged and executed, and is ready for approval and recordation.

Now, Therefore, Be It Resolved that said map of "Hall T—T Ranch Subdivision, Tract No. 1067" be and is hereby approved and accepted.

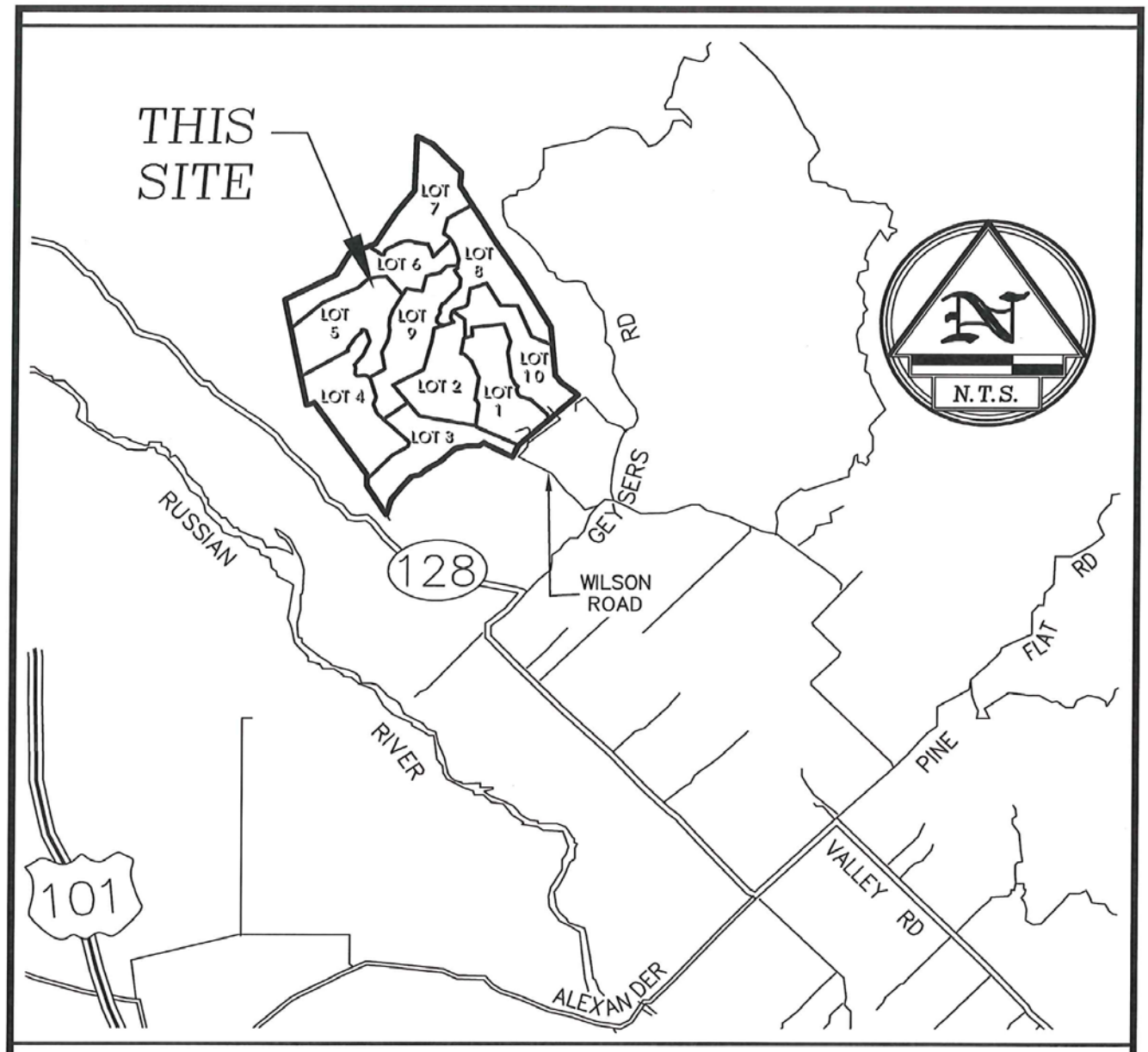
Be It Further Resolved the Board directs the Clerk of the Board to take the necessary steps to assure that said map and additional documents are filed with the County Recorder.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

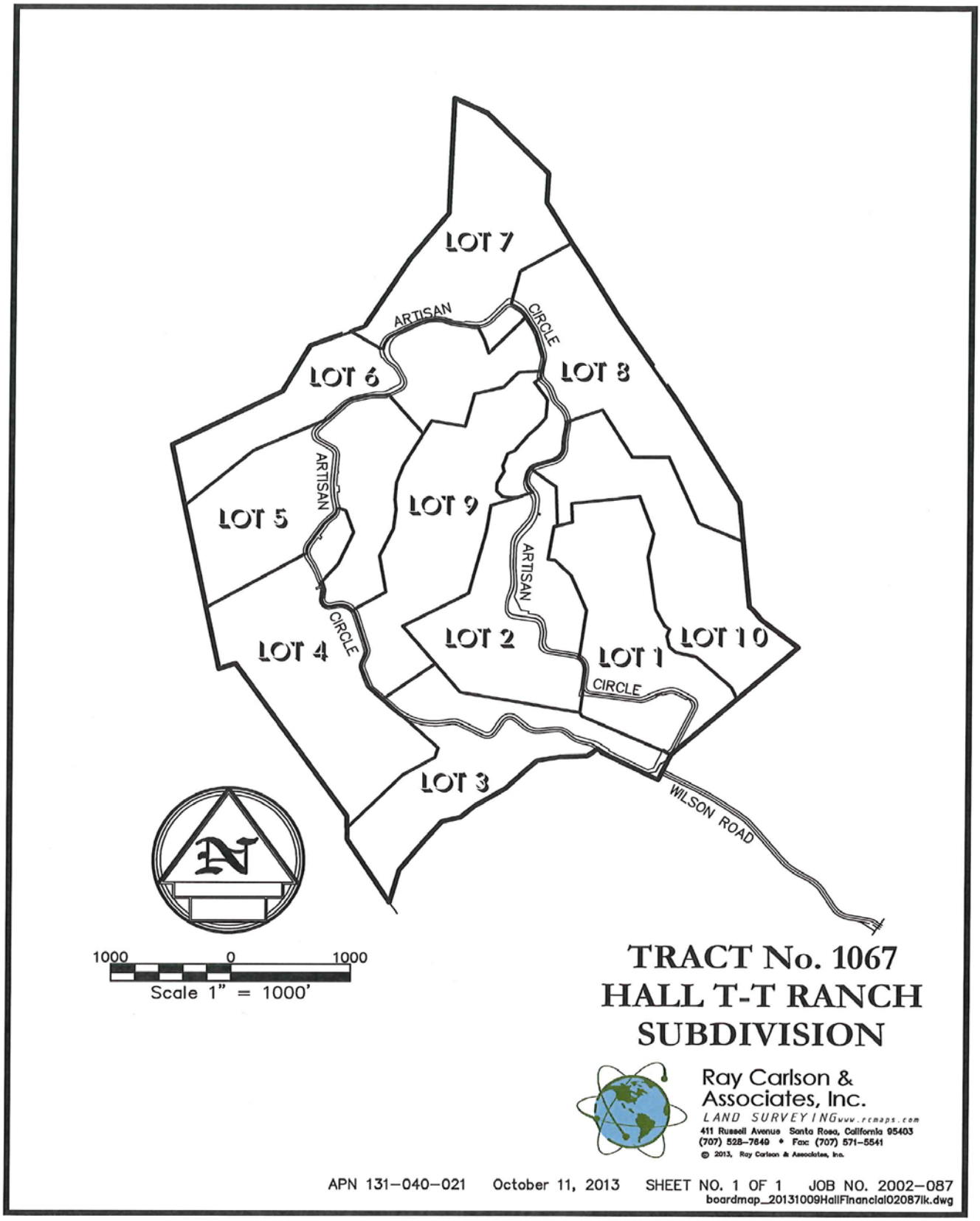


TRACT No. 1067
HALL T-T RANCH SUBDIVISION

Ray Carlson & Associates, Inc.
LAND SURVEYING www.rcmaps.com
411 Russell Avenue Santa Rosa, California 95403
(707) 528-7849 • Fax: (707) 571-5541
© 2013, Ray Carlson & Associates, Inc.

APN 131-040-021 October 11, 2013 SHEET NO. 1 OF 1 JOB NO. 2002-087
boardmap_20131009HallFinancial02087lk.dwg

LOCATION MAP



PORTION OF SUBDIVISION MAP

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: Sonoma Valley County Sanitation District Board of Directors

Board Agenda Date: September 23, 2014

Vote Requirement: 2/3 - SVCSD

Department or Agency Name(s): Permit and Resource Management Department and Sonoma County Water Agency

Staff Name and Phone Number:
Keith Hanna 565.3628

Supervisorial District(s):
First

Title: Outside Service Area Agreement with the Sonoma Valley County Sanitation District-Stanford

Recommended Actions:

Adopt a Resolution authorizing the Chair of the Board of Directors to execute an Outside Service Area Agreement on behalf of the Sonoma Valley County Sanitation District for public sewer service to property located at 295 and 337 Leveroni Road, Sonoma California; APN: 128-311-060.

Executive Summary:

Based upon a property's location, the County determines the appropriate method for property owners to obtain sewer service. Annexation is used when the property is located inside the urban service area of a sanitation district or zone. Pursuant to modification of the General Plan by the Board of Supervisor's Resolution #09-1162, owners of properties in the southern portion of the Sonoma Valley County Sanitation District not located within the urban service area of a sanitation district or zone must apply for sewer service by means of an Outside Service Area Agreement. The Sonoma County Permit and Resource Management Department (PRMD) received an application for an Outside Service Area Agreement (Agreement) to provide public sewer service to property located at 295 and 337 Leveroni Road, Sonoma CA, and has determined that the Parcel is not located in the service area of any city or other district having the ability to provide public sewer service to the Parcel. The application was submitted by Hogan Land Services, Inc. on behalf of the property owners Peter G. and Gayle N. Stanford (Owner).

The 0.89 acre parcel is zoned Agriculture and Residential, 3-acre density, Valley Oak Habitat combining district. Existing structural development includes a single family residence, a second unit with a kitchen, and the barn/hobby shop with a half bathroom, and a carport. The main residence, second unit with kitchen, and barn/hobby shop share a septic system. Almost the entire parcel is developed with structures, gravel parking areas, and landscaping, with a small grassy area at the back (south end) of the parcel. The property is served by a private well.

The property is within the District's 2009 amended and expanded Sphere of Influence, and extension of public sewer service to the Parcel is subject to the provisions of the Sonoma County 2020 General Plan and Land Use Policy L.U.-20ll. Comprehensive Planning Staff has determined that the Agreement is consistent with the policies of the Sonoma County General Plan and Land Use Policy L.U.-20ll, restricted to serve only the existing development on the Parcel. Furthermore, the Agreement allows for existing uses, but does not increase the amount of sewage discharged from the property into the District's collection and treatment system above the 1.8 Equivalent Single-family Dwelling (ESD) billing units calculated for the existing legally established uses. Service for additional buildings or expanded development on the Parcel is not authorized.

Environmental Review Staff has determined exemption from environmental review pursuant to Section 15301(b) of the California Environmental Quality Act (CEQA), as the Agreement authorizes the permitting of additional connections to an existing public facility. Further, the Environmental Review Division has identified specific environmental impact mitigation measures applicable to the Agreement as delineated and attached as "Exhibit A" of the Agreement. The Owner shall be responsible for implementation of these measures during all phases of sewer construction both to and on the Parcel.

The Sonoma County Water Agency (Water Agency) operates and maintains the District's sewage collection and treatment facilities, and has stated that those facilities currently have sufficient capacity available to provide public sewer service to the Parcel. The Water Agency has determined that the Owner shall pay all fees and costs associated with making connection of the Parcel's existing structures to the District's system, and that connection shall be done in accordance with the Water Agency "Design and Construction Standards for Sanitation Facilities", District Sanitation Code Ordinance, California Plumbing Code, and any other applicable Federal, State or local laws, ordinances, regulations, and as determined by the Water Agency on behalf of the District. The District supplies no assurances regarding the feasibility, access, costs, or engineering requirements to connect the Parcel to the District's facilities.

Due to physical restrictions, the connecting side sewer will need to be constructed partially on the parcel adjacent to the owner's parcel. The General Manager or his delegate has made a Finding of Necessity pursuant to Section 3.25 of the Sanitation Code for this purpose. The District will enter into an Easement Access Agreement with the adjacent property owner for any necessary future access to the side sewer.

The owner must obtain the appropriate permits for sewer construction from PRMD and pay all fees and associated costs of the private and any public sewer facilities to, and on, the subject parcel. The owner must pay a Sewer Connection Fee and annual Sewer Service Charges for the buildings not to exceed the established 1.80 ESD's, without Amendment of the Agreement. The owner also accepts responsibility for restoration of existing conditions that may be disturbed due to the construction of sewer piping and appurtenances to the Parcel. The restoration must be completed before PRMD's final acceptance unless otherwise specifically approved in advance by PRMD.

Should for any reason in the future annexation proceedings commence, the owner waives all rights to protest annexation, and should the subject Parcel be annexed, termination of Agreement must be a condition of such annexation.

The Agreement will become effective upon execution by the Parties, approval by the Local Agency Formation Commission of Sonoma County (LAFCO), and the subsequent recording of the Agreement as specified in the Agreement.

Prior Board Actions:

n/a

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

This agreement provides safe disposal of sewage.

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$		$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):

n/a

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:

A) Draft Board of Supervisors Resolution
B) Outside Service Area Agreement, including Exhibit

Related Items "On File" with the Clerk of the Board:

n/a

Attachment A

County of Sonoma
State of California

Item Number: _____

Date: September 23, 2014 Resolution Number: _____

☐ 2/3 – S.V.C.S.D.

Resolution Of The Board Of Directors of the Sonoma Valley County Sanitation District, State Of California, Authorizing The Chair To Execute An Outside Service Area Agreement Between The Sonoma Valley County Sanitation District And Peter G. and Gayle N. Stanford, For Public Sewer Service To Property Located At 295 And 337 Leveroni Road, Sonoma, California.

Whereas, Peter G. and Gayle N. Stanford, hereinafter "Owner", own Assessor Parcel Number 128-311-060, hereinafter "Parcel", located at 295 and 337 Leveroni Road, Sonoma, California; and

Whereas, Owner has requested an Outside Service Area Agreement ("O.S.A.A."), hereinafter "Agreement", for public sewer service for an existing single family residence, second unit with a kitchen, and the barn/hobby shop "Structures" on the Parcel; and

Whereas, the Sonoma County Permit and Resource Management Department, hereinafter "P.R.M.D.", has determined that the Parcel is located outside the boundary of the Sonoma Valley County Sanitation District (S.V.C.S.D.), hereinafter "District", is not entitled to connect to or use of District facilities, is located outside the District's Urban Services Area boundary, is not located in the service area of any city or other district having the ability to provide the requested public sewer service, and is not currently subject to, and will not be subject to, subdivision within the duration of the Agreement; and

Whereas, the P.R.M.D. Comprehensive Planning Division has determined that the Parcel is located inside the District's 2009 amended and expanded Sphere of Influence, extension of public sewer service to the Parcel is subject to the provisions of the Sonoma County 2020 General Plan and Land Use Policy L.U.-20II, and the Agreement is consistent with the Plan and Policy ; and

Whereas, the P.R.M.D. Environmental Review Division has determined that the Agreement is exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(b), as it authorizes the permitting of additional connections to an existing public facility; and

Whereas, the Sonoma County Water Agency "Water Agency", operates and maintains the District's sewage collection and treatment facilities, and has stated that those facilities currently have sufficient capacity available to provide a maximum of 1.80 Equivalent Single-family Dwelling "ESD" billing units of public sewer service to the Parcel; and

Whereas, the Parties have agreed to the terms of the Agreement which will become effective upon execution by the Parties, approval by the Local Agency Formation Commission of Sonoma County "LAFCO", and the subsequent recording of the Agreement as specified in the Agreement; and

Whereas, the District has, or will enter into, an Easement Access Agreement with the owner of the Traversed Parcel, and such Easement Access Agreement shall be recorded prior to issuing any sewer permits to perform sewer construction or collection of any required sewer fees.

Now, Therefore, Be It Resolved

1. That the District agrees to provide public sewer service to the Parcel subject to the information and conditions specified above and the terms and conditions set forth below and in the Agreement between the Parties which is the subject of this Resolution.

2. The Agreement shall not be effective until such time as LAFCO has reviewed and approved the Agreement, and the Agreement has been recorded with the Sonoma County Recorder's Office as notice to any future purchasers of, or successors in interest to, the Parcel.

3. The District has determined that there is currently adequate capacity available in the District's sewage collection facilities, the sewage treatment facilities, and the treated effluent disposal system, to accommodate the 1.8 E.S.D. billing units to be allowed for the subject parcel (295 and 337 Leveroni Road, Sonoma, California, A.P.N. 128-311-060).

Be It Further Resolved that the P.R.M.D. Environmental Review staff is directed to file a California Environmental Quality Act Notice of Exemption for the Agreement.

Be It Further Resolved that the Chair of the Board of Directors of the District is hereby authorized and directed to execute the Agreement between the District and the Owner to serve the Parcel with public sewer service that is limited to a maximum of 1.80 E.S.D.'s for the existing residences on the Parcel.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

RECORD AT NO FEE PER
GOVERNMENT CODE § 6103

RECORD AT THE REQUEST OF:
Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, California 95403

WHEN RECORDED RETURN TO:
Engineering Division
Permit and Resource Management Department
2550 Ventura Avenue
Santa Rosa, California 95403

OUTSIDE SERVICE AREA AGREEMENT

The following is an Outside Service Area Agreement between the Sonoma Valley County Sanitation District, hereinafter "District" and Peter G. Stanford and Gayle N. Stanford, husband and wife as community property, hereinafter "Owner" of Assessor Parcel Number 128-311-060, hereinafter "Parcel" located at 295 and 337 Leveroni Road, Sonoma, California.

Whereas, the Owner has requested an Outside Service Area Agreement, hereinafter "Agreement" for public sewer service for an existing single family residence, second unit with a kitchen, and the barn/hobby shop ("structures") located on the Parcel; and

Whereas, the Sonoma County Permit and Resource Management Department, hereinafter "P.R.M.D." has determined that the Parcel is located outside the District boundary and is not entitled to connect to, or use of, District facilities; and

Whereas, the P.R.M.D. has further determined that the Parcel is located outside the District's Urban Service Area boundary as shown on the Sonoma County 2020 General Plan Land Use Map; and

Whereas, the P.R.M.D. Comprehensive Planning Division has determined that the Parcel is located inside the District's 2009 amended and expanded Sphere of Influence, and that extension of public sewer service to the Parcel is subject to the provisions of the Sonoma County 2020 General Plan and Land Use Policy L.U.-20ll; and

Whereas, the P.R.M.D. Comprehensive Planning Division has further determined that this Agreement is consistent with the policies of the Sonoma County 2020 General Plan and Land Use Policy L.U.-20ll, and that this Agreement is restricted to serve only the existing development on the Parcel and does not authorize service for additional buildings or expanded development on the Parcel; and

Whereas, the P.R.M.D. Environmental Review Division has determined that this Agreement is exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(b), as it authorizes the permitting of an additional connection to an existing public facility; and

Whereas, the Sonoma County Board of Supervisors adopted environmental impact mitigation measures on December 08, 2009, for amendment and expansion of the District's Sphere of Influence; and

Whereas, the P.R.M.D. Environmental Review Division has identified specific environmental impact mitigation measures applicable to this Agreement, which measures are delineated in the attached "Exhibit A" as a part of this Agreement; and

Whereas, the Owner shall be responsible for implementation of the specific environmental impact mitigation measures applicable to this Agreement both herein and attached as Exhibit A, during all phases of sewer construction both to and on the Parcel; and

Whereas, P.R.M.D. has determined that the Parcel is not located in the service area of any city or other district having the ability to provide public sewer service to the Parcel; and

Whereas, the Sonoma County Water Agency, hereinafter "Water Agency", operates and maintains the District's sewage collection and treatment facilities, and has stated that the District has sufficient sewage collection and treatment capacity to provide public sewer service to the Parcel; and

Whereas, the Water Agency has determined that the Owner shall pay all fees and costs associated with making connection of the Parcel's existing structures to the District's sewage collection system, and that connection of the existing structures shall be done in accordance with the Water Agency "Design and Construction Standards for Sanitation Facilities"; and

Whereas, the Owner has stated and P.R.M.D. has confirmed, that the Parcel is not currently subject to, and will not be subject to subdivision within the duration of this Agreement. The Water Agency has relied on this representation and would not have entered into this Agreement if the Parcel could now, or within the duration of this Agreement be subdivided. Should the Parcel become subdivided, this Agreement shall become null and void.

Whereas, the General Manager or his delegated staff has made a Finding of Necessity to allow traversing on an adjacent parcel of separate ownership located at 20511 Palmer Avenue (APN 128-311-060) ("Traversed Parcel") with side sewer(s) in order to connect structures on the Parcel to the District collector sewer main within Palmer Avenue in accordance with the exception allowed by Section 3.25 of the District Sanitation Code; and

Whereas, the District has or will enter into an Easement Access Agreement with the owner of the Traversed Parcel, and such Agreement shall be recorded prior to issuing any sewer permits to perform sewer construction or collection of any required sewer fees.

Now, Therefore, Be It Resolved that the District agrees to provide public sewer service to the Parcel subject to the terms and conditions set forth herein:

1. Owner agrees to prepare an application for P.R.M.D.'s final review, approval, and submittal to the Sonoma Local Agency Formation Commission, hereinafter "LAFCO", for LAFCO's review and approval of this Agreement, and to pay the LAFCO application fee as determined by the LAFCO fee schedule. The District's approval of this Agreement is conditioned upon the review and approval of this Agreement by LAFCO. This Agreement is based upon, and appears to be consistent with the criteria adopted by LAFCO for Outside Service Area Agreements for the Southern Zone of the District.

2. Owner agrees to implement the specific environmental impact mitigation measures identified in "Exhibit A" of this Agreement during all phases of sewer construction both to and on the Parcel.

3. Owner agrees to accept responsibility to construct private sewer facilities to serve the existing structures on the Parcel in accordance with the Water Agency "Design and Construction Standards for Sanitation Facilities," District Sanitation Code Ordinance, California Plumbing Code, and any other applicable Federal, State, or local laws, ordinances, or regulations, and as determined by the Water Agency on behalf of the District, and, in accordance with Water Agency requirements. The District supplies no assurances regarding the feasibility, access, costs, or engineering requirements to connect the subject parcel to the district's facilities.

4. Owner further agrees to accept all responsibility for the operation, cleaning and clearance of private sewer facilities that will serve the existing structures on the Parcel, in accordance with the District Sanitation Code. Owner further agrees to maintain, repair and replace the Owner's private sewer facilities and all plumbing systems in accordance with the District Sanitation Code.

5. Owner agrees to obtain permits for sewer construction from P.R.M.D, and to pay all fees and costs associated with construction of the private and any public sewer facilities to, and on, the Parcel.

6. Owner agrees to pay a onetime Sewer Connection Fee and annual Sewer Service Charges for public sewer service to the Parcel in accordance with District ordinances and requirements applicable to the District, as they currently exist or may be amended, revised or enacted in the future. Owner further agrees that the Sewer Connection Fee shall be for 1.80 Equivalent Single-family Dwelling (E.S.D.) billing units and shall be limited to a maximum of 1.80 E.S.D billing units for sewer connection and a maximum of 1.80 E.S.D. for annual sewer service to the Parcel, unless and until the District determines otherwise, based on District requirements and/or based on adoption of a new billing method by the District in the future. The connection fee and annual sewer service charges shall be paid to P.R.M.D. prior to commencement of wastewater discharge to the District's sewage collection system. Structures to be connected to the sewer shall be limited to the existing main single family residence, the second unit with a kitchen, and the barn/hobby shop with bathroom.

7. Owner agrees to accept all responsibility for restoration of existing conditions including, but not limited to surfacing, landscaping, utilities and other public improvements that have been disturbed due to the construction of sewer piping and appurtenances to the Parcel. The Owner further agrees that restoration shall be completed prior to P.R.M.D.'s final acceptance of the sewer piping and appurtenances unless otherwise specifically approved in advance by P.R.M.D. See Exhibit A, 2.

8. Owner has or will enter into a permanent property interest with the owner of the Traversed Parcel at 20511 Palmer Avenue (APN 128-311-060) for placement, maintenance and replacement of the side sewer(s), and the conveyance document shall be recorded prior to any sewer permit being issued or the collection of the Sewer Connection Fee and annual Sewer Service Charges.

9. Issuance of the sewer permit is contingent upon the execution and recording of the property interest conveyance document between the Owner and owner of the Traversed Parcel and the execution and recording of the Easement Access Agreement between the District and the owner of the Traversed Parcel.

10. Owner agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release P.R.M.D., the County of Sonoma, the District and the Water Agency, their officers, agents and employees, from and against any and all actions, claims, damages, liabilities or expenses that may be asserted by any person or entity, including the Owner, arising out of or in connection with the performance of the Owner or Owner's agents, contractors, employees, subcontractors or invitees hereunder, whether there is concurrent negligence on the part of the County of Sonoma or the Water Agency, but excluding liability due to the sole active negligence or sole willful misconduct of the County of Sonoma or the Water Agency. The Owner further agrees this responsibility includes loss or damage arising out of or in connection with the Easement Access Agreement between the District and the owner of the adjacent parcel located at 20511 Palmer Avenue.

11. Owner agrees to annex or to support proceedings to annex, or to support proceedings that would lead to annexation of the Parcel to the District, and to waive all rights to protest annexation to the District if such annexation proceedings are commenced.

12. If the Parcel is annexed to the District, this Agreement shall be terminated as a condition of such annexation, and the Parcel shall be subject to all regulations, conditions, and fees as established by District ordinances and codes with respect to public sewer service.

13. If the Parcel is subdivided within the duration of this Agreement, or there are any additional structures constructed on the subject parcel for connection to and/or discharge to the District's public sewerage facilities, either directly or indirectly, from any other buildings on the subject parcel, other than the main single family residence, the second unit with a kitchen, and the barn/hobby shop with bathroom, during the time the O.S.A.A. is in effect, this Agreement shall become null and void, and the connection to the District's sewage collection system shall be declared to be illegal.

14. The Owner of, any future purchasers of, or successors in interest to, the Parcel shall have the rights to repair, remodel or replace the existing structures when the existing structures are connected to the District's sewage collection system, all subject to all applicable planning requirements, and providing that any replaced buildings do not exceed 1.80 E.S.D.s for sewer service for the Parcel.

15. This Agreement shall not be effective until such time as LAFCO has reviewed and approved this Agreement, and this Agreement has been recorded with the Sonoma County Recorder's Office as notice to any future purchasers of, or successors in interest to the Parcel.

16. Except as specified in Paragraph 13, nothing contained in this Agreement shall be construed to create, and the parties do not intend to create any rights for third parties.

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

18. The District has determined that there is currently adequate capacity available in the District's sewerage facilities, the sewage treatment facilities, and the treated effluent disposal system, to accommodate the 1.8 E.S.D. billing units to be allowed for the subject parcel (295 and 337 Leveroni Road, Sonoma, California, A.P.N. 128-311-060).

19. The physical connection of the structures to the sanitary sewer shall not be completed until the Division of Code Enforcement at P.R.M.D verifies that any and all outstanding code violations on the premises have been remedied and that all uses and structures on the premises being served by the sewer are considered legal.

WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

SONOMA VALLEY COUNTY SANITATION DISTRICT

By: _____
Chair of the Board of Directors

Date: _____

ATTEST:

By: _____
Clerk of the Board of Directors

Date: _____

OWNER:

By: Peter G. Stanford
Peter G. Stanford
Owner

Date: 8/21/2014

By: Gayle N. Stanford
Gayle N. Stanford
Owner

Date: 8/21/14

APPROVED AS TO FORM:

By: Dan M Fadel
County Counsel

Date: 8/21/14

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of SONOMA

On August 21, 2014 (Date) before me, SCOTT I. HUNSPERGER, NOTARY PUBLIC, (Here Insert Name and Title of the Officer)

personally appeared PETER G. STANFORD AND GAYLE N. STANFORD (Name(s) of Signer(s))

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

SCOTT I. HUNSPERGER
Commission # 1943983
Notary Public - California
Sonoma County
My Comm. Expires Aug 6, 2015

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

WITNESS my hand and official seal.

Signature: Scott I. Hunsperger
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Outside Service Area Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

© 2010 National Notary Association · NationalNotary.org · 1-800-US NOTARY (1-800-876-6827)

Item #5907

EXHIBIT A

295 and 337 Leveroni Road, Sonoma; APN 128-311-060
Environmental Mitigation Measures

Project Conditions[1]:
The following dust control measures shall be implemented during any construction associated with the Project:

1. Water or other dust palliative shall be applied to unpaved portions of the construction site, unpaved roads, parking areas, staging areas and stockpiles of soil daily or as needed to control dust.

   Trucks hauling soil, sand and other loose materials over public roads shall cover the loads, or shall keep the loads at least two feet below the level of the sides of the container, or shall wet the load sufficiently to prevent dust emissions.

   Paved roads shall be swept as needed to remove any visible soil that has been carried onto them from the construction site.

2. Unless all construction activities are confined to previously developed areas (roadways, existing building footprint, driveways, landscaping, vineyard, orchard), property owner shall be required to provide evidence to the County that the site does not affect wetlands under the jurisdiction of the Army Corps of Engineers and/or the Regional Water Quality Control Board, or that property owner has obtained the appropriate permit(s) from these agencies. Any minimization or mitigation measures required as permit conditions shall be implemented.

   All surplus soils that cannot be used at the project work site shall be disposed of at an acceptable disposal site. If any areas outside the project site are used for disposal or stockpiling of soil or other materials, property owner shall be required to demonstrate that the site has all the required permits, including, if applicable, a grading permit. Property owner shall notify the CDFW of the intent to use the site, and the Sonoma County PRMD to determine if a grading permit is required for stockpiling.

   Surplus concrete rubble or pavement shall either be disposed of at an acceptable and legally permitted disposal site or taken to a permitted concrete and/or asphalt recycling facility.

3. Property owner shall only remove trees/shrubs from the project site during the non-nesting season, from September 1 to March 1, unless a qualified biologist has inspected the site and determined that the tree removal would not affect nesting birds.

[1] These project conditions are a sub-set of the mitigation measures adopted by the Board of Supervisors on December 8, 2009, for the Sonoma Valley County Sanitation District Sphere of Influence Expansion (BOS Resolution No. 09-1162; PRMD File No. GPA09-0008). These measures were selected as potentially applicable to this project.

4. Only the minimum amount of vegetation that is necessary to construct the project shall be pruned or removed. Where possible, vegetation shall be tied back in lieu of cutting. Native vegetation that must be removed shall be cut at or above grade to facilitate regrowth. Any pruning that is done, shall conform to the American National Standard for Tree Care Operation Tree, Shrub, and Other Woody Plant Maintenance Standard Practices, Pruning (ANSI A300 Part 1)-2008 Pruning), and the companion publication Best Management Practices: Tree pruning (ISA 2008)[2]. Roots shall only be unearthed when necessary.

5. If native tree removal is to be conducted, property owner shall provide compensatory mitigation as described in the County Zoning Regulations for Protected Trees and the Valley Oak Combining District.

6. If archaeological materials, such as pottery, arrowheads or midden, are discovered during project construction, all work shall cease and PRMD staff shall be notified so that the find can be evaluated by a qualified archaeologist (i.e., an archaeologist registered with the Society of Professional Archaeologists). PRMD staff and the archaeologist shall visit the site to determine the extent of the resource and to develop proper procedures required to protect the resource. A protection plan shall be developed and approved by PRMD and the consulting archaeologist. No work shall commence until protection plan mitigation measures are implemented. Mitigation may include avoidance, removal, preservation and/or recordation in accordance with accepted professional archaeological practice.

7. In the event that human remains are unearthed during construction, state law requires that the County Coroner be contacted in accordance with Section 7050.5 of the State Health and Safety Code 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 Native American interment, the Coroner would follow the procedure outlined in CEQA Guidelines Section 15065.5(e). If the remains were determined to be prehistoric, the find would be treated as an archaeological site and the above condition would apply.

8. All earthwork, grading, trenching, backfilling and compaction operations shall be conducted in accordance with the County Subdivision Ordinance (Chapter 25, Sonoma County Code), erosion control provisions of Chapter 11, Sonoma County Code, and the Building Ordinance in Chapter 7, Sonoma County Code.

9. 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.

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[2] American National Standard (ANSI). 2008. *American National Standard for Tree Care Operations - Tree, Shrub, and Other Woody Plant Management - Standard Practices (Pruning).* ANSI A300 (Part 1)-2008 Pruning. International Society of Arboriculture (ISA). 2008. *Best Management Practices: Tree pruning.* Companion publication to ANSI A300 (Part I)-2008 Pruning.

10. Property owners proposing sewer connection only (i.e., no new structures) shall not be required to submit a formal Erosion and Sediment Control Plan, but shall be required to implement applicable erosion and sediment control measures from the list below.

    a) Throughout the construction process, groundwater disturbance shall be minimized and existing vegetation shall be retained to the extent possible to reduce soil erosion. All construction and grading activities, including short-term needs (equipment staging areas, storage areas and field office locations) shall minimize the amount of land area disturbed. Whenever possible, existing disturbed areas shall be used for such purposes.

    b) All drainage ways, wetland areas, and creek channels shall be protected from silt and sediment in storm runoff through the use of silt fences, diversion berms, and/or check dams. Fill slopes shall be compacted to stabilize. All exposed surface areas shall be mulched and reseeded and all cut and fill slopes shall be protected with hay mulch and/or erosion control blankets as appropriate.

    c) Material and equipment for implementation of erosion control measures shall be on-site by October 1st. All grading and trenching activities shall be completed by October 15th, prior to the onset of the rainy season, with all disturbed areas stabilized and revegetated by October 31st. Upon approval of PRMD, extensions for grading/trenching work may be allowed. PRMD may require special erosion control measures in conjunction with any specially permitted rainy season grading.

11. During construction, hazardous materials shall be stored away from drainageways or environmentally sensitive areas, on non-porous surfaces. Storage of flammable liquids shall be in accordance with Sonoma County Fire Code.

    Vehicle storage, fueling, and maintenance areas shall be designated and maintained to prevent the discharge of pollutants to the environment. Spill cleanup materials shall be kept on site at all times during construction, and spills shall be cleaned up immediately. In the event of a spill of hazardous materials, property owner shall call 911 to report the spill and take appropriate action to contain and clean up the spill.

    If used, portable toilets shall be located and maintained to prevent the discharge of pollutants to the environment.

12. A construction project with one acre or more of total ground disturbance (including grading, staging, and disposal areas) must demonstrate compliance with National Pollution Discharge Elimination System (NPDES) requirements, and obtain coverage under the State General Construction Permit as adopted by the State Water Resources Control Board (SWRCB). Property owner shall submit a copy of the Notice Of Intent (NOI) filed with the SWRCB, and the Waste Discharge Identification Number (WDID) issued by that agency to the Grading and Storm Water Section of PRMD.

13. All sewer connections shall comply with the sewer standards listed in the Sonoma County Water Agency "Design and Construction Standards for Sanitation Facilities." Sewer extension plans shall be subject to review and approval by PRMD prior to the issuance of a sewer construction permit. All work shall be subject to inspection by PRMD and must conform to all applicable code requirements and approved improvement plans.

14. Construction activities shall be restricted as follows:

    All internal combustion engines used during construction of this project shall be operated with mufflers that meet the requirements of the State Resources Code, and, where applicable, the Vehicle Code. Equipment shall be properly maintained and turned off when not in use.

    Except for actions taken to prevent an emergency, or to deal with an existing emergency, all construction activities shall be restricted between the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. and 7:00 p.m. on weekends and holidays. If work outside the times specified above becomes necessary, property owner shall notify the PRMD Project Review Division as soon as practical.

    There shall be no start up of machines or equipment prior to 7:00 a.m. Monday through Friday or 9:00 a.m. on weekends and holidays; no delivery of materials or equipment prior to 7:00 a.m. nor past 7:00 p.m. Monday through Friday or prior to 9:00 a.m. nor past 7:00 p.m. on weekends and holidays and no servicing of equipment past 7:00 p.m. Monday through Friday, or on weekends and holidays.

    Construction maintenance, storage and staging areas for construction equipment shall avoid proximity to residential areas to the maximum extent practicable. Stationary construction equipment, such as compressors, mixers, etc., shall be placed away from residential areas and/or provided with acoustical shielding. Quiet construction equipment shall be used when possible.

15. If lengthy traffic delays are anticipated on Leveroni Road, signs shall be placed at all entrances to the construction site and on major intersecting roads to notify motorists that traffic may be subject to delay. (Not necessary for work on Palmer Avenue)

16. Passage of emergency vehicles through the project site shall be maintained at all times.

    If lengthy traffic delays are anticipated on Leveroni Road, local emergency services shall be notified prior to construction to inform them that traffic delays may occur, and also of the proposed construction schedule. If long road closures or delays are anticipated, emergency services shall be notified in advance.

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: September 23, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:
Christel Querijero 565-3923

Supervisorial District(s):
All

Title: Annual Federal Equitable Sharing Agreement and Certification with the U.S. Department of Justice and the U.S. Treasury.

Recommended Actions:

Authorize the Chairperson of the Board of Supervisors to execute an annual Federal Equitable Sharing Agreement and Certification with the U.S. Department of Justice and the U.S. Treasury.

Executive Summary:

The action requested of your Board is an annual activity required since 1997. It allows the Sheriff's Office, when working with federal agencies to enforce federal criminal laws, to receive the County's equitable share of federal asset forfeiture proceeds. The U.S. Department of Justice and Treasury requires the Chairperson of the Board of Supervisors to execute an annual Federal Equitable Sharing Agreement and Certification that confirms the proceeds received are allocated as required by federal statutes and regulations established by the U.S. Department of Justice and Treasury. The Agreement sets forth the statutory and regulatory requirements for participating in the program, and the restrictions upon the use of federally forfeited case property, proceeds, and any interest earned. All shared assets are required to be used only for law enforcement purposes. No supplantation is allowed.

These laws and regulations require that:

1. Forfeited funds or property must be kept separate from state or other forfeitures.
2. A federal Equitable Sharing Agreement and Certification be filed annually with both agencies.
3. A record shall be maintained of the funds or property and any expenditures; and
4. Funds exceeding $100,000 shall be audited annually.

The Sheriff's Office complies with all of the above listed laws and regulations. These funds are audited annually as part of the Single Audit of Federal Funds, which is performed by the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office.

The forfeited proceeds received through the Equitable Sharing Agreement vary greatly year to year (from $0 to several hundred thousand) as the receipt of funds are based on the resolution of specific

court cases. Equitable shares allocated to a law enforcement agency such as the Sheriff's Office must bear a reasonable relationship to the agency's direct participation in the investigation or law enforcement effort resulting in the forfeiture. The U.S. Department of Justice ordinarily determines equitable shares by comparing the number of work hours expended by each agency participating in the seizure. Where the work hours alone do not reflect the contribution of a law enforcement agency, the U.S. Department of Justice considers qualitative factors in making a sharing allocation. When received, monies are placed into special asset forfeiture funds.

The Sheriff's Office received no federally forfeited funds during the FY 2013-2014. The undesignated fund balances in the Department of Justice and the Treasury special funds for the fiscal year 2014-2015 will be approximately $443,478 and $5,485 respectively. Due to the unpredictable nature of revenue receipts, the Sheriff's Office usually expends these funds on critical one-time projects. Past examples include major capital outlays for items such as: the computer aided dispatch (CAD) system, security enhancements for the property\evidence storage annex, the purchase of an oceangoing coastal patrol vessel, coastal resident deputy housing, build-out of Sheriff's main office shell space to reduce reliance on leased office space, and body worn cameras for Patrol deputies.

The Certification Report included with the Agreement requires signature by the Agency Head (the Sheriff) and the Governing Body Head (the Chair of the Board) to certify under penalty of perjury that the County understands its obligations under the Agreement and that the reported financial information regarding the County's receipt and expenditure of the funds is true and correct. County Counsel has reviewed the language of the Certification, and has recommended that a letter accompany the Certification stating that it is being signed with the understanding that it is a *pro forma* document which does not require either the Sheriff or the Chair of the Board to personally verify the matters being certified.

Prior Board Actions:

Prior Board Items dating back to 1997 through 2013 were prepared for Federal Equitable Sharing Agreements and Annual Certification Reports.

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

Authorizing the Sheriff's Office to execute the Equitable Sharing Agreement will increase opportunities and resources to augment law enforcement services to County residents.

Fiscal Summary - FY 14-15			
Expenditures		**Funding Source(s)**	
Budgeted Amount	$		$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):

Action on the Equitable Sharing Agreement has no direct fiscal impact. Asset forfeiture funds generated as a result of the agreement are handled through the County's annual budget processes.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

None

Related Items "On File" with the Clerk of the Board:

Equitable Sharing Agreement and Certification, and accompanying letter.

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: September 23, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:
Board of Supervisors (707) 565-2241

Supervisorial District(s):

Title: Minutes of August 12, 2014

Recommended Actions:

Approval.

Executive Summary:

Approval of Minutes of the Meeting of August 12, 2014 for the following: Agricultural Preservation and Open Space District, Community and Development Commission, Sonoma County Water Agency, and Board of Supervisors.

Prior Board Actions:

None.

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 14-15			
Expenditures		**Funding Source(s)**	
Budgeted Amount	$	County General Fund	$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):

N/A

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

Minutes

Related Items "On File" with the Clerk of the Board:

None

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

TUESDAY **AUGUST 12, 2014** **8:30 A.M.**

Susan Gorin	First District	Veronica A. Ferguson	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
Mike McGuire	Fourth District		
Efren Carrillo	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 Board of Directors of the Northern Sonoma County Air Pollution Control District, and as the governing board of all special districts having business on the agenda to be heard this date.

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, 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, 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 or the public request specific items be discussed and/or removed from the Consent Calendar.

PUBLIC COMMENT

Any member of the audience desiring to address the Board on a matter on the agenda: Please walk to the podium and after receiving recognition from the Chair, please state your name and make your comments. Closed session items may be added prior to the Board adjourning to closed session. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the subject under discussion. Each person is usually granted 3 minutes to speak; time limitations are at the discretion of the Chair. 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, and generally may only listen.

8:34 A.M. CALL TO ORDER

8:34 A.M. Chairman Rabbitt called the meeting to order.

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, Mike McGuire, Efren Carrillo

Staff Present: Veronica A. Ferguson, County Administrator and Bruce Goldstein, County Counsel

Chairman Rabbitt presiding.

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA (Items may be added or withdrawn from the agenda consistent with State law)

None.

II. BOARD MEMBER ANNOUNCEMENTS

Supervisor Carrillo announced that he attended the Moorland Ave. community transformation workshops and walking tour examining safety and healthy neighborhoods, the next meeting will occur on August 23, 2014, 10:00 a.m. at Elsie Allen High School, and he congratulated and thanked those involved with the Gravenstein Apple Festival.

Supervisor Gorin shared that Robin Williams had lived in the First District at various times during his lifetime; she thanked the Fair Board for their hard work on this year's Fair; and reported that she had attended a fundraiser for the Mayacamas Fire District which also needs help to advertise and recruit for volunteers.

Supervisor Zane had attended the transformation grant award celebration, the youth health action counsel, and the South Day Park Night Festival. She reminded that there is a 24 hour suicide hotline for anyone in need, and that depression is treatable.

Supervisor McGuire thanked the Fair Board and staff for their hard work; reported on the successful Fulton Founder's Day event; advised that he attended the Center Pointe graduation for individuals overcoming substance abuse; there was a Larkfield Town Hall annual meeting, and discussed a potential community garden. He also announced that community group meetings on roads will proceed.

Supervisor Rabbitt announced that he attended the Golden Gate Bridge District meeting; congratulated the Fair Board for their successful fair program; will be attending a stateside safety meeting, and a Nevada Council meeting about seismic events in the border area.

III. CONSENT CALENDAR (Items 1 through 22)

Public Speaker:
Thomas Ells

Board Action: Approved as Recommended
UNANIMOUS VOTE

PRESENTATIONS/GOLD RESOLUTIONS
(Items 1 through 3)

PRESENTATIONS AT THE BOARD MEETING

1. Adopt a Gold Resolution honoring Judge Henry B. Lasky, (Retired), for his ten years of exemplary volunteer service on the Advisory Council to the Sonoma County Area Agency on Aging. (Second District)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution No.14-0324

2. Adopt a Gold Resolution honoring the Russian River Health Center on the occasion of their 40th Anniversary (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution No.14-0325

3. Presentation of the Bay Area Air Quality Management District's Great Race for Clean Air 2014 Trophy to the Climate Protection Campaign. (Third District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

The Board recessed: 9:43 a.m.
The Board reconvened: 9:54 a.m.

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

4. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute "as needed" professional services agreements for economic value of conservation with (1) Abt Associates in the not-to-exceed amount of $130,000; (2) Highland Economics in the not-to-exceed amount of $130,000; and (3) Stratus Consulting in the not-to-exceed amount of $30,000, utilizing funds from three grant funding sources (the Moore Foundation, Bechtel Foundation, and the State Coastal Conservancy) for a term of July 22, 2014 through July 22, 2017, or until funds are expended.

Board Action: Approved as Recommended
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

BOARD OF SUPERVISORS

5. Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotion activities for Fiscal Year 2014-15: Valley of the Moon Vintage Festival $2,500; Actors' Theater for Children, $600; Sonoma Valley Vintners & Growers Foundation, $3,000; Sonoma Valley Mentoring Alliance, $1,500. (First District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

6. Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entity for advertising and promotion activities for Fiscal Year 2014-15: Arlene Francis Foundation for the Shakespeare in the Cannery festival in Railroad Square, $1,000. (Third District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

7. Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entity for advertising and promotion activities for Fiscal Year 2014-15: Geyserville Chamber of Commerce for Tree Lighting and Tractor Parade of Lights event, $500; Slow Food Russian River, $500. (Fourth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

CLERK-RECORDER-ASSESSOR

8. Authorize the County Clerk-Recorder-Assessor to execute an agreement with BMI Imaging Systems, Inc. for web hosting services for the period of August 1, 2014 through July 31, 2017, in the amount of $82,800, with an option to renew for two additional one (1) year terms.

Board Action: Approved as Recommended
UNANIMOUS VOTE

COUNTY ADMINISTRATOR

9. Financing Plan for the Implementation of the Long-Term Roads Plan and Adoption and Calling of Special Election for Transactions and Use Tax Ordinance Plan - (A) Adopt an Ordinance, the "Sonoma County 2015 Transactions and Use Tax Ordinance," imposing a general countywide transactions and use tax of one-quarter of one percent for a period not to exceed twenty years pursuant to the authority granted by Revenue and Taxation Code Section 7285. (Second Reading - Ready for Adoption) (4/5 vote required) (B) Adopt a Resolution declaring an emergency and calling a special election to submit to the voters of Sonoma County the proposed quarter-cent general sales tax measure entitled the Sonoma County 2015 Transactions and Use Tax Ordinance, and ordering that the special election be consolidated with the general law city election to be conducted on March 3, 2015. (Unanimous vote required) (C) Adopt the recommended Advisory Measure. (Majority vote

CONSENT CALENDAR (Continued)
Item #9 Continued

required) (D) Adopt a Resolution calling for a special election to submit to the voters of Sonoma County an advisory measure on the proposed distribution of any new transactions and use tax funds raised by the Sonoma County 2015 Transactions and Use Tax Ordinance if the voters approve the measure. (Majority vote required)

Direction was given to the County Administrator to return to the Board with a report from the Roads' Ad Hoc committee and staff, with a soon to be formed Steering Committee, regarding the final status of the tax measure.

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Ordinance 6084 and Resolutions 14-0326 and 14-0327.

GENERAL SERVICES / TRANSPORTATION AND PUBLIC WORKS
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
COMMUNITY DEVELOPMENT COMMISSION
SONOMA COUNTY WATER AGENCY
(Directors/Commissioners: Gorin, Rabbitt, Zane, McGuire, Carrillo)
COMMUNITY DEVELOPMENT COMMISSION
(Commissioners: Zane, Rabbitt, Zane, McGuire, Carrillo)

10. Adopt a revised Public Art Policy and Guidelines for County-owned, controlled and/or leased facilities.

Board Action: Approved as Recommended
UNANIMOUS VOTE

11. Consider whether to Authorize the Executive Director of the Sonoma County Community Development Commission to execute a license agreement with Mario Uribe for installation of a mural on a building at the Commission-owned property at 665 Sebastopol Rd., Santa Rosa, with a term not-to-exceed the earlier of the building demolition date or one year from date of execution, in substantially the form on file with the Clerk of the Board, and to execute subsequent amendments to the agreement to make minor, non-substantive changes.

Board Action: Approved as Recommended
UNANIMOUS VOTE

GENERAL SERVICES

12. Approve the project plans and specifications for the Main Adult Detention Facility Wastewater Pre-Treatment System Project and authorize the Chair to execute a construction contract with AE Nelson Construction Inc. in the amount of $468,350, with construction to be completed by December 21, 2014.

Board Action: Approved as Recommended
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

13. Authorize the Chair to execute a contract for design services for removal and replacement of the roof on the Main Adult Detention Center in the amount of $154,030, with a term through December 31, 2014.

Board Action: Approved as Recommended
UNANIMOUS VOTE

14. Lease extensions with the State of California Administrative Office of the Courts for Fleet Building and parking facilities at the County Administration Center -

    (A) Authorize the Chair to execute amendments to extend the terms of the following agreements, through April 30, 2016:
        (1) Lease Agreement with the Judicial Council of California, Administrative Office of the Courts for premises located at 2688 Ventura Avenue, Santa Rosa (the Fleet Building);
        (2) Lease Agreement with the AOC for premises located at 600 Administration Drive, Santa Rosa (the Old Jail);

    (B) Authorize the Chair to execute a Parking License Agreement with the Judicial Council of California, through April 30, 2016, for premises located at Russell Avenue, Santa Rosa (P20 Parking Lot).

Board Action: Approved as Recommended
UNANIMOUS VOTE

15. Authorize the Director of General Services to execute a License Agreement for overflow parking for Sonoma Harvest Wine Auction at 7425 Rancho Los Guilicos Road, Santa Rosa, on August 31, 2014. (First District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

HUMAN SERVICES

16. Authorize the Director of Human Services to execute agreements with the University of California, Davis Extension to provide Eligibility, Child Welfare, and Adult Services training to Human Services Department staff for the period of July 1, 2014 through June 30, 2015 for a total net contract value of $207,375. All costs for this program are fully reimbursed by the state resulting in a zero net cost to the department.

Board Action: Approved as Recommended
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

TRANSPORTATION AND PUBLIC WORKS

17. Award of contract for the 2014 Pavement Preservation Program Full Depth Reclamation -

    (A) Approve the plans and specifications for the 2014 Pavement Preservation Program Full-Depth Reclamation C14020.

    (B) Award the contract to low bidder Ghilotti Construction Company in the amount of $4,526,970.60 and authorize the Chair to execute the construction contract C14020. (First and Fifth Districts)

Board Action: Approved as Recommended
UNANIMOUS VOTE

18. Authorize the Chair to execute a First Amendment to the lease agreement of REACH-CSC LLC, with the tenant upon the Airport property. (Fourth District)(4/5 vote required)

Board Action: Approved as Recommended
UNANIMOUS VOTE

19. Approve a Resolution authorizing the Chair to execute an agreement for the purchase and sale of real property, including payment of $11,182; accept a grant deed, and land; and take other necessary actions to acquire lands of Sonoma County Agricultural Preservation and Open Space District (APN 059-230-074 & 040) for the Airport Boulevard at Fulton Road Signalization Project. (Fourth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution No.14-0328

20. Authorize the Chair of the Board and Public Works to execute Contract Change Order 17 with Gordon N. Ball for the Porter Creek Bridge Replacement (C00028) in the amount of $58,143 resulting in a total authorized contract amount of $5,274,170. (First and Fourth Districts)

Board Action: Approved as Recommended
UNANIMOUS VOTE

APPOINTMENTS/REAPPOINTMENTS
(Items 21 through 22)

21. Approve the Appointment of Ryan Lely to the Sonoma Valley Citizens Advisory Commission (Springs East) for a term of four years beginning August 12, 2014 and ending August 12, 2018. (First District).

Board Action: Approved as Recommended
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

22. Approve the Appointment of Patty Murphy-Mercer to the Sonoma County Regional Parks Foundation for a term of two years beginning September 1, 2014 and ending September 1, 2016. (Fourth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

IV. REGULAR CALENDAR (Items 23 through 24)

ECONOMIC DEVELOPMENT BOARD

The Board recessed: 9:43 a.m.
The Board reconvened: 9:53 a.m.

23. Receive a Report entitled "The Economic Impact of Equestrian Activities in Sonoma County 2014" from the Center for Regional Economic Analysis at the School of Business and Economics at Sonoma State University.

Presenters:
Tim Ricard, Economic Development Board
Dr. Robert Eyler, School of Business and Economics at Sonoma State University

Public Speakers:
Ron Malone
Ed Weber
Deborah Reis
Michael Murphy
Dennis Reis
Greg Karraker
Kathleen Windstrom
Lisa Thomas
Janet Roser
Thomas Ells
Wanda Smith

Board Action: Report received as Recommended
UNANIMOUS

TRANSPORTATION AND PUBLIC WORKS DEPARTMENT

24. Pursuant to Government Code, Section 7522.56, approve the appointment of Mr. Arcady as an Engineering Technician III Retiree Extra-Help, in order to fill a critically needed position within 180 days of his retirement, with an appointment date as early as August 13, 2014.

Board Action: Approved as Recommended
UNANIMOUS VOTE

The Board adjourned into Closed Session: 11:44 A.M.

V. CLOSED SESSION CALENDAR (Item 25)

12:36 P.M. Counsel Goldstein reported on Closed Session Item #25.

25. The Board of Supervisors, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiator, Agency Negotiators: Wendy Macy/Carol Allen. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).

Direction given to Labor Negotiators.

VI. REGULAR AFTERNOON CALENDAR
(Items 26 through 29)

12:35 P.M. RECONVENE FROM CLOSED SESSION

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, Mike McGuire, Efren Carrillo

Staff Present: Veronica Ferguson, County Administrator and Bruce Goldstein, County Counsel

26. Report on Closed Session.

12:36 P.M. Counsel Goldstein reported on Closed Session Item #25.

27. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA (Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. 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, and generally may only listen.)

11:20 A.M. Public Comment Opened

Thomas Ells
Ann Maurice
Marion Stubert
Richard Hannan
John Jenkel
Kieth Rhinehart
Rachel Lamm
Colleen Fernald

11:45 A.M. Public Comment Closed

28. 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

12:36 P.M. Accepted Acts and Determinations
UNANIMOUS VOTE: David Rabbitt, Susan Gorin, Mike McGuire, Efren Carrillo, Shirlee Zane)

29. ADJOURNMENTS

12:37 P.M. The Board adjourned the meeting in memory of David Robbins, Roger "Deets" Winslow, Alicia Viloria, Phil Harlan, and Robin Williams. The meeting was adjourned to August 19, 2014 at 8:30 A.M.

Respectfully submitted,

Roxanne Epstein,
Chief Deputy 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: 27
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: September 23, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:
Supervisor Shirlee Zane, (707) 565-2241

Supervisorial District(s):
Third District

Title: Reappointment

Recommended Actions:

Reappoint Jim Redding to the Advisory Council to Area Agency on Aging, Sonoma County, for a period of two years, beginning September 29, 2012 and ending on September 28, 2014.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$	County General Fund	$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):			
Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			

County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 28
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: September 23, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:	**Supervisorial District(s):**
Christopher Helgren / 565-1152	All

Title: Extension of Proclamation of Local Emergency Due to Earthquake Damage

Recommended Actions:

Adopt a 30-Day extension of the Resolution proclaiming a local state of emergency in the Sonoma County Operational Area due damage arising from the August 24, 2014, South Napa Earthquake.

Executive Summary:

This item requests the Board of Supervisors to adopt a 30-Day extension the resolution proclaiming a local emergency in Sonoma County Operational Area due damages arising from the August 24, 2014, South Napa Earthquake.

Background:
The Board adopted a resolution ratifying the proclaimation of the of Existence of Local Emergency in Sonoma County Operational Area due to damage arising from the August 24, 2014, South Napa Earthquake at a special Board meeting on Thursday, September 4, 2014. The ratification of the Proclamation may make available County/Operational Area residents and business owners state and federal emergency funding when it becomes available.

Governor Jerry Brown has directed state officials to work with local governments to assess damages. The current estimate of private damage to businesses and residences in Sonoma County Operational Area is $5.5 million. These damages were assessed by visits to numerous residences and businesses conducted by inspectors from local, state and federal agencies since Sunday, August 31, 2014. Damages remain restricted primarily to the Sonoma Valley area. This figure includes both real and personal property reports made to the County.

The County has asked Sonoma County residents and business owners to report all incidences of structural real property damage, as well as any incidents of personal property damage that exceed $1,000, by leaving a message at 707-565-3856. The line has been monitored regularly by staff, and reports of structural damage have been followed up with an inspection by the Permit and Resource Management Department. We are continuing efforts to request and identify damages caused by the earthquake.

As in prior emergencies, the resolution included a waiver of County permitting fees for the repair of earthquake damage in order to assist with timely recovery from the earthquake. The waiver is in place for permits initiated by December 31, 2014. Budgetary adjustments associated with any waived permit fees will be included in future quarterly consolidated budget adjustments.

On September 2, 2014, the Governor requested a Presidential Major Disaster Declaration, and issued an Executive Order making available California Disaster Assistance Act funding and other financial relief. On September 11, 2014, President Obama declared a Major Disaster for Napa and Solano counties, providing assistance for emergency work and public infrastructure repairs. Sonoma County, which suffered minimal public damages, was not included. FEMA is continuing damages surveys, and more counties and additional forms of assistance, including individual assistance, may be designated after the assessments are fully completed.

Staff recommends that the Board adopt a 30-Day extension of the proclamation of a local emergency due to earthquake damage. The proclamation extending the existence of a local emergency will enable the County to receive any eligible disaster related assistance from the State and Federal governments should it become available. State and Federal emergency relief funding may become available to residents and businesses that have experienced loss or damage due to the earthquake, should Individual Assistance be ordered by the President.

Prior Board Actions:

09-04-20104: Proclamation of a local emergency due to earthquake damage.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The recommended action supports making any and all state and federal resources available to Sonoma County residents and businesses that have experienced property damage or loss due to the South Napa Earthquake.

Fiscal Summary - FY 14-15

Expenditures			**Funding Source(s)**		
Budgeted Amount	$	-0-	County General Fund	$	-0-
Add Appropriations Reqd.	$	-0-	State/Federal	$	-0-
	$		Fees/Other	$	-0-
	$		Use of Fund Balance	$	-0-
	$		Contingencies	$	-0-
	$			$	
Total Expenditure	**$**	**-0-**	**Total Sources**	**$**	**-0-**

Narrative Explanation of Fiscal Impacts (If Required):

No specific budget action is requested through this item.

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Resolution Adopting a 30-Day Extension of Proclamation of Local Emergency (Att1)

Related Items "On File" with the Clerk of the Board:

None.

Ext Earthquake Emergency_summ.docx

County of Sonoma
State of California

Item Number: _____

Date: September 23, 2014 Resolution Number: _____

Santa Rosa, CA 95403

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Extending A Proclamation Of The Existence Of A Local Emergency In The Sonoma County Operational Area Due To The 2014 South Napa Earthquake.

Whereas, California Government Code section 8630 and the Sonoma County Code section 10.5, empower the County Administrator to proclaim the existence of a local emergency when Sonoma County is affected or likely to be affected by a public calamity; and

Whereas, conditions of extreme peril to the safety of persons and property have arisen within Sonoma County as of August 24, 2014, at 3:20 a.m. due to an earthquake, referred to as the 2014 South Napa Earthquake; and

Whereas, the Board of Supervisors finds that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency; and

Whereas, on August 24, 2014, the Governor of the State of California proclaimed a State of Emergency for the State of California due to the South Napa Earthquake affecting Napa, Solano and Sonoma Counties; and

WHEREAS, on August 30, 2014, the County Administrator proclaimed that a local emergency has existed in the Sonoma County Operational Area since August 24, 2014, due to the 2014 South Napa Earthquake, after conferring with one or more members of the Board of Supervisors, including the Chairman; and

WHEREAS, Section 8630, Article 14 of the California Emergency Services Act requires that Board of Supervisors of the County of Sonoma review, at least every 30 days until such local emergency is terminated, the need for continuing the local emergency; and

WHEREAS, the Board of Supervisors of the County of Sonoma has reviewed the need to continue the existence of this local emergency.

NOW, THEREFORE, **IT IS PROCLAIMED AND ORDERED, that the** Proclamation of Existence of a Local Emergency, as issued by the County Administrator on August 30, 2014, and

ratified by the Board of Supervisors on September 4, 2014, is hereby extended by the Board of Supervisors; and

IT IS FURTHER PROCLAIMED AND ORDERED, that during the existence of this local emergency, the powers, functions and duties of the County Administrator and the emergency management organization of the Sonoma County Operational Area shall be those prescribed by Federal law; State law; by ordinances, resolutions and the Code of the County of Sonoma; and by the Sonoma County/Operational Area Emergency Operations Plan approved by the Board of Supervisors; and

IT IS REQUESTED that the Governor of the State of California waive regulations that may hinder response and recovery efforts; and continue to seek all available forms of Federal disaster assistance and relief programs, to include a Presidential Major Disaster Declaration; and

IT IS FURTHER PROCLAIMED AND ORDERED, pursuant to Government Code section 8630, the Board of Supervisors shall review the need for continuing this local emergency at least once every thirty days until the Board of Supervisors terminates the local emergency; and

IT IS FURTHER PROCLAIMED AND ORDERD that a copy of this proclamation be forwarded to the State Director of the Office of Emergency Services and all State and Federal legislators representing the County of Sonoma.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 29
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors of Sonoma County
Board Agenda Date:	September 23, 2014
Vote Requirement:	Majority
Department or Agency Name(s):	General Services, Auditor-Controller/Treasurer-Tax Collector, Sonoma County Water Agency, and Sonoma County Public Financing Authority
Staff Name and Phone Number:	Jane Elias: 707- 565-6483
Supervisorial District(s):	All
Title:	Sonoma County Energy Independence Program Bonding Authorization

Recommended Actions:

1. Acting as the Board of Directors of the Sonoma County Public Finance Authority: Adopt resolutions and approve agreements with the County authorizing continued issuance and sale of revenue bonds, determination of interest rate and loan of funds to the County, to fund the Sonoma County Energy Independence Program; and

2. Acting as the County Board of Supervisors: Adopt resolutions authorizing the Treasurer to invest in bonds issued by the Public Finance Authority and determining bond interest rate, and authorizing execution of various related agreements with the Public Finance Agency, including a bond purchase agreement and a loan agreement; and

3. Acting as the Directors of the Sonoma County Water Agency: Adopt resolutions withdrawing funds from the County Treasury Pool, and authorizing the withdrawn funds to be invested in Sonoma County Energy Independence Program bonds as a long-term Water Agency investment.

4. Accept brief update report on PACE Loss Reserve Program and Commercial PACE Activity.

Executive Summary:

Purpose

On March 25, 2009, the Board of Supervisors established the Sonoma County Energy Independence Program ("Program"). In September 2011, the quarterly bond issuance was changed to semi-annual bond issuance.

In this agenda item, we are requesting authorization to issue bonds and enter related financing agreements to carry on the Program for the next six months, and re-establish the interest rate for outstanding bonds which under the existing agreements is reset every two years.

Bond Authorization and Related Documents

In March 2014, the Board authorized bonds to be issued by the Public Financing Authority, and purchased (invested) by the Treasury on behalf of the Treasury Pool ($45 million) or the Sonoma County Water Agency ($15 million). This authorization expires on October 1, 2014. The $60 million limit reflects the total commitment of funding from the Treasury and the Water Agency to invest in these assessment bonds.

Since the bonds carry a final maturity in excess of 5 years, Government Code section 53601 requires that your Board approve and authorize the Treasurer to make these dedicated investments.

Staff is requesting approval of the resolution authorizing the Public Financing Authority to issue, on a monthly basis, new bonds for the months of October 2014 through March 2015, and approval of a resolution authorizing the Treasurer to invest in the new bonds on behalf of the Treasury Pool or the Water Agency. Board approval of this resolution is required to allow Sonoma County Energy Independence Program to continue to finance energy and water improvements for Sonoma County property owners. The resolution allows the flexibility to issue specific 10 and 20 year non-residential contracts as separate bonds. This is important in that in provides flexibility to the County when and if it desires to sell the bonds on the open market as some investors may only be interested in bonds linked to commercial projects. Concurrent to continuing to finance projects by way of the County Treasury Pool, Program staff continues to look for opportunities to engage outside financing partners as a means to facilitate program sustainability and expansion.

Finally, the bond documents provide an initial interest rate of three (3) percent to be paid on the bonds and require the interest rate to be re-examined every two years, after which the interest rate is reset either by agreement or based upon the rate of interest earned by the Treasury Pool. Staff recommends that the interest rate remain at three (3) percent based on current interest rates for similar investments.

Statewide PACE Loss Reserve Program

The PACE Loss Reserve Program, authorized by Senate Bill 96 (2013), is designed to address FHFA's financial concerns by making first mortgage lenders whole for any losses in a foreclosure or a forced sale that are attributable to a PACE loan. Over the last year, staff worked closely with the administrator of the Loss Reserve Program (State Treasurer's Office) and other PACE programs in developing the standards for integrating existing residential portfolios into the Loss Reserve Program, ensuring they were included and at no cost. On June 26th 2014, $43.5 million of SCEIP's existing residential PACE portfolio was grandfathered into the Loss Reserve Program. Going forward, all residential applications funded through SCEIP will be included in the Loss Reserve Program for the entire length of the PACE term. PACE applicants will be subject to a one-time fee of .25% of the requested funding. (*Note: For an average residential SCEIP project of $28,000, this equates to a onetime fee of $70)*.

Commercial PACE Activity report

Program staff continues targeted outreach efforts to commercial property owners and management companies in order to promote the advantages of PACE financing, incentives available, and additional resources. In partnership with Energy Watch Program staff, coordinated efforts have heightened awareness and activity in both county programs in 2014.

Commercial Events and Marketing Campaigns since our last update in April 2014:

- Green Business Program Awards Reception
- Hosted the 1st Annual Local Energy Action Forum
- Sonoma Valley Chamber of Commerce Quarterly Business Showcases
- May 2014 through June 2014 – Direct Mail campaign to over 2,200 commercial property tax payers
- Commercial specific marketing collateral including commercial case studies for medium and large businesses
- Partnership with Chambers of Commerce throughout the county
- Commercial prospecting to educate local Sonoma County businesses
- Economic Development Board Business Bulletin monthly newsletter feature
- Petaluma Star - Economic Development newsletter article and webpage listing
- Commercial PACE advertising in North Bay Business Journal, La Voz and Press Democrat print and digital
- Enhanced social media with additional production of PACE financing testimonial and educational videos

As a result of these efforts, over 40 businesses have completed or are in the process of receiving energy audits along with free consulting services, technical support and financing options. Over the last two months, two commercial property owners have completed or are in the process of completing and funding their upgrades using PACE financing. Currently, staff is working with 4 commercial property owners that are looking to utilize PACE financing for their projects.

Prior Board Actions:

This is the regular semi-annual bonding and investment action. Most recent actions include:
3/25/14 - Semi-annual update and Sonoma County Energy Independence Program bond authorization and investment
9/24/13 - Semi-annual update and Sonoma County Energy Independence Program bond authorization and investment and interest rate determination
3/26/13 -Semi-annual update and Sonoma County Energy Independence Program bond authorization and investment

Strategic Plan Alignment: Goal 2: Economic and Environmental Stewardship

The Sonoma County Energy Independence Program provides Property Assessed Clean Energy (PACE) financing to property owners for energy efficiency, water conservation, and renewable energy generation improvements to their properties. These improvements result in reduced energy use, reduced greenhouse gas emissions, increased utility bill savings, increased employment for building contractors and suppliers, and facilitates all County, City and State efforts to meet their aggressive climate plan goals.

Fiscal Summary - FY 14-15			
Expenditures		**Funding Source(s)**	
Budgeted Amount	$	County General Fund	$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$	SCEIP Enterprise Fund	$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):

N/A – This action is necessary to continue to operate the Sonoma County Energy Independence Program

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:

A. Resolution authorizing the Public Financing Authority to issue and sell Sonoma County Energy Independence Program contractual assessment revenue bonds (resolution A)
B. County Resolution Authorizing the Treasury to Invest in Sonoma County Energy Independence Program contractual assessment revenue bonds (resolution B)
C. County Resolution consenting to Water Agency investment in Sonoma County Energy Independence Program contractual assessment revenue bonds (resolution C)
D. Water Agency Resolution Authorizing the Water Agency Funds to Invest in Sonoma County Energy Independence Program contractual assessment revenue bonds (resolution D)
E. County Resolution Approving Loan Agreements (resolution E)
F. County Resolution Determining Interest Rates (resolution F)
G. Authority Resolution Determining Interest Rates (resolution G)

Related Items "On File" with the Clerk of the Board:

A. Bond Purchase Agreement between the Treasury and Public Financing Authority to purchase Sonoma County Energy Independence Program contractual assessment revenue bonds (agreement#1-SAMPLE as to form)
B. Loan Agreement between the County and the Public Financing Authority (agreement#2-SAMPLE as to form)

County of Sonoma
State of California

Item Number: _____

Date: September 23, 2014 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Governing Board Of The Sonoma County Public Financing Authority, Providing For The Issuance And Sale Of Contractual Assessment Revenue Bonds, Approving As To Form And Authorizing The Execution And Delivery Of Loan Agreements And Bond Purchase Agreements In Connection Therewith, And Authorizing Certain Other Matters Relating Thereto

RECITALS:

A. The Board of Supervisors ("County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0184 (the "Resolution of Intention") declared its intention to establish the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on or in properties in the County through contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, commencing with Section 5898.10, ("Chapter 29") and ordered the preparation and filing of a report (the "Report") with the County Board and provided that bonds may be issued under the Resolution of Intention pursuant to the provisions of Chapter 29 or, in cooperation with the Sonoma County Public Financing Authority (the "Authority"), pursuant to the provisions of Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, as it may be amended from time to time.

B. Following notice duly given in accordance with law, the County Board held a public hearing regarding the SCEIP as described in the Report.

C. Following the public hearing, pursuant to its Resolution No. 09-0271, the County Board established the SCEIP and confirmed contractual assessments to be levied against properties in the County within the parameters of the Report.

D. Pursuant to the SCEIP, the County may enter into contractual assessment agreements (each, an "Assessment Contract") with property owners whereby the County will extend financing to such property owners for the construction and/or installation of Improvements on or in the owners' properties.

E. Pursuant to the Assessment Contracts, the property owners who are parties to such agreements will agree to repay the amounts disbursed to the owners under the Assessment Contracts, plus Capitalized Interest (defined herein), if applicable, through the levy of assessments by the County against the property owners' properties pursuant to Section 5898.30 of Chapter 29 (each, an "Assessment").

F. The Governing Board of the Authority (the "Authority Board") pursuant to its Resolution 09-0359 (the "Initial Resolution of Issuance") previously issued contractual assessment revenue bonds under and pursuant to the JPA Act for the purpose of providing funds to make separate loans (a separate loan with respect to each series of bonds) (the "Loans") to the County to make disbursements pursuant to the Assessment Contracts to property owners for the cost of Improvements.

G. The Initial Resolution of Issuance anticipated that the need may arise in the future, for the purpose of providing financing for the SCEIP, for the Authority Board to adopt additional resolutions providing for the issuance and sale of additional series of contractual assessment revenue bonds (each, an "Additional Series of Bonds") under and pursuant to the JPA Act and approving as to form and authorizing the execution and delivery of loan agreements and bond purchase agreements in connection therewith (each, an "Additional Resolution of Issuance").

H. Upon expiration of the authority to issue bonds pursuant to the Initial Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 09-0689 (the "Second Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Second Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 09-1024 (the "Third Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Third Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 10-0324 (the "Fourth Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Fourth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 10-0612 (the "Fifth Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Fifth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 11-0135 (the "Sixth Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Sixth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 11-0506 (the "Seventh Resolution of Issuance"), and upon expiration of the authority to issue bonds pursuant to the Seventh Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 12-0144 (the "Eighth Resolution of Issuance"), and upon expiration of the authority to issue bonds pursuant to the Eighth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 13-0117 (the "Ninth Resolution of Issuance"), and upon expiration of the authority to issue bonds pursuant to the Ninth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 13-0380 (the "Tenth Resolution of Issuance"), and upon expiration of the authority to issue bonds pursuant to the Tenth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No 14-0109 (the "Eleventh Resolution of Issuance") pursuant to which Resolutions of Issuance the Authority Board issued Additional Series of Bonds under and pursuant to the JPA Act for the purpose of providing funds to make separate Loans to

the County to make disbursements pursuant to the Assessment Contracts to property owners for the cost of Improvements.

J. The authority to issue bonds pursuant to the Eleventh Resolution of Issuance expires on September 30, 2014 and upon such expiration the Authority Board desires to issue several Additional Series of Bonds (as determined in accordance with Sections 2.3 and 11.1 of this Resolution) (the "Bonds"), pursuant to and secured by this Resolution in the manner provided herein.

K. The issuance of the Bonds to provide funding for and in accordance with the SCEIP will provide significant public benefits to the citizens of the County in the form of more efficient delivery of the SCEIP to residential and commercial development within the County.

L. As required by Section 9 of the Initial Resolution of Issuance, this Additional Resolution of Issuance and related agreements are substantially in the form of the Initial Resolution of Issuance and the agreements approved thereby.

M. In order to effectuate the sale of the Bonds, the Authority Board desires to approve the form of, and authorize the execution and delivery of, one or more loan agreements (each, a "Loan Agreement" and collectively, the "Loan Agreements") and one or more bond purchase agreements (each individually, and collectively, as the context may require, the "Purchase Agreement"), the forms of which are on file with the Secretary of the Authority.

NOW THEREFORE, THE GOVERNING BOARD OF THE SONOMA COUNTY PUBLIC FINANCING AUTHORITY, CALIFORNIA HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION; AUTHORIZATION AND PURPOSE OF BONDS; EQUAL SECURITY.

Section 1.1. Definitions. Unless the context otherwise requires, the following terms shall, for all purposes of this Resolution and of any Supplemental Resolution and of the Bonds, and of any certificate, opinion or other document herein mentioned, have the following meanings:

"Alternate Purchaser" means an original purchaser of a Series of Bonds, which is authorized as an original purchaser by an Alternate Purchaser Resolution of the Authority, and which is not the Treasurer of the County of Sonoma, for and on behalf of the County Pool, or, for and on behalf of the Sonoma County Water Agency.

"Alternate Purchaser Resolution" means a resolution of the Authority authorizing an Alternate Purchaser to purchase a Series of Bonds, specifying the original aggregate principal amount of such Series of Bonds and approving the form of the Purchase Agreement for such Series of Bonds.

"Assessment Contracts" means, as to each Loan, the agreements by and between the County and property owners identified on the "Assessment Contract Schedule" attached as "Exhibit A"

to the governing Loan Agreement, whereby the County agrees to provide financing to such property owners for the installation and/or construction of Improvements to the owners' properties.

"Assessment Installments" means, as to each Loan, the installments of principal, interest and premium, if any, to be paid on the unpaid Assessments by the owners of real property as provided by the applicable Assessment Contracts. The term "Assessment Installments" does not include the "Annual Administrative Assessment" paid by property owners pursuant to the Assessment Contracts.

"Assessment Revenues" means, as to each Loan, the revenues received by the County in each Fiscal Year from the collection of the annual Assessment Installments, including any interest and penalties thereon and the proceeds of the exercise of any of the remedies for delinquent payments available under the applicable Loan Agreement or under Chapter 29; except to the extent and so long as the Assessments are included in the County's Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (Teeter Plan), pursuant to Sections 4701 through 4717 of the California Revenue and Taxation Code, "Assessment Revenues" shall include only amounts attributable to the principal of Assessments and the interest thereon received by the County in each Fiscal Year from the collection of the annual Assessment Installments, and shall not include any penalties on Assessments, nor any statutory interest accruing on Assessments upon delinquency, nor the proceeds of the exercise of any of the remedies for delinquent payments available under the applicable Loan Agreement or under Chapter 29.

"Assessments" means, as to each Loan, the unpaid assessments levied by the County pursuant to Chapter 29 under the proceedings taken pursuant to the Resolution of Intention, constituting a first lien and charge upon real properties in the County as provided by the applicable Assessment Contracts.

"Available Term" means the available repayment terms of 5 years, 10 years, or 20 years with respect to Assessment Contracts securing any Loan, or any of them (as the context may require).

"Authority" means the Sonoma County Public Financing Authority, California.

"Authority Board" means the Governing Board of the Authority.

"Authority Treasurer" means the Treasurer of the Authority.

"Authorized Investment" means any obligation in which the Authority may lawfully invest its funds.

"Authorized Principal Amount" means an aggregate principal amount not to exceed $60,000,000, less an amount equal to the original aggregate principal amount of any bonds issued pursuant to the Initial Resolution of Issuance, the Second Resolution of Issuance, the Third Resolution of Issuance, the Fourth Resolution of Issuance, the Fifth Resolution of Issuance, the Sixth Resolution of Issuance, the Seventh Resolution of Issuance, the Eighth Resolution of Issuance, the Ninth Resolution of Issuance, and the Tenth Resolution of Issuance which have not been refunded.

"Authorized Representative of the Authority" means any Member of the Authority Board, provided such Member of the Authority Board is authorized to act on behalf of the Authority under the Authority's joint exercise of powers agreement, and the Authority Treasurer, and any other person designated by such officers and authorized to act on behalf of the Authority pursuant to this Resolution or any Supplemental Resolution.

"Bond Date" means the dated date of the Bonds, which shall be the Closing Date.

"Bonds" means the contractual assessment revenue bonds authorized by and at any time Outstanding pursuant to the provisions of this Resolution and as designated pursuant to Section 2.3 hereof.

"Business Day" means any day other than (i) a Saturday or a Sunday, (ii) a day on which banking institutions in the State or the Federal Reserve System are authorized or obligated by law or executive order to be closed, or (iii) a day on which the County offices are closed.

"Capitalized Interest" means funded interest on the Bonds through September 1, 2015.

"Chapter 29" means Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, commencing with Section 5898.10.

"Closing Date" means the date of delivery of the Bonds to or upon the order of the Purchaser.

"County" means the County of Sonoma, California.

"County Board" means the Board of Supervisors of the County.

"County Pool" means the Sonoma County Treasury Pooled Investment Fund.

"Debt Service Fund" means the Bonds Debt Service Fund created and established pursuant to Section 4.2 hereof.

"Energy Independence Fund" means the fund by that name created and established pursuant to Resolution No. 09-0358 of the County Board, adopted on April 21, 2009.

"Escrow Fund" means the fund by that name created and established pursuant to Section 4.8 hereof.

"Event of Default" means any of the events described in Section 10.1 of this Resolution of Issuance.

"Federal Securities" means those securities described in Sections 1360 and 1360.1 of the California Financial Code and includes United States Treasury notes, bonds, bills or certificates of indebtedness, or obligations for which the faith and credit of the United States are pledged for the payment of principal and interest, including the guaranteed portions of small business administration

loans so long as the loans are obligations for which the faith and credit of the United States are pledged for the payment of principal and interest.

"Fiscal Agent" means (i) the Authority Treasurer or (ii) any bank, trust company, national banking association or other financial institution appointed as fiscal agent for the Bonds in the manner provided in this Resolution. Pursuant to Section 6.1 of this Resolution, the initial Fiscal Agent shall be the Authority Treasurer.

"Fiscal Year" means any twelve-month period extending from July 1st in one calendar year to June 30th of the succeeding calendar year, both dates inclusive, or any other twelve-month period selected and designated by the Authority as its official fiscal year period.

"Improvements" means the qualifying distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements, acquired and constructed or installed on or in properties in the County pursuant to the Assessment Contracts.

"Independent Public Accountant" means any certified public accountant or firm of certified public accountants appointed and paid by the Authority, the County, or the County Pool who, or each of whom (i) is in fact independent and not under domination of the Authority, the County, or the County Pool; (ii) does not have any substantial interest, direct or indirect, in the Authority, the County, or the County Pool; and (iii) is not connected with the Authority, the County, or the County Pool as an officer or employee of the Authority, the County, or the County Pool but who may be regularly retained to make annual or other audits of the books of, or reports to, the Authority, the County, or the County Pool.

"Interest Payment Date" means, with respect to any Bond, March 2 and September 2 in each year, beginning on September 2, 2015, and continuing thereafter so long as any Bonds of that Series remain Outstanding; provided, however, that, if any such day is not a Business Day, interest up to the Interest Payment Date will be paid on the Business Day next succeeding such date.

"Interest Rate Period" means, with respect to any Bond, a two-year period commencing on September 2 and ending on the second September 1 following such September 2, except that (i) the first Interest Rate Period shall begin on the Bond Date and end on the last subsequently occurring September 1 which is not more than 23 months after the Bond Date, and (ii) the last Interest Rate Period may be a period of duration of two years or less so that such Interest Rate Period terminates on the Maturity Date or Redemption Date of such Bond.

"JPA Act" means Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended, including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act.

"Loan" means, collectively, or if the context requires, the applicable Loan made pursuant to the respective Loan Agreement.

"Loan Agreement" means, collectively or, if the context requires, the applicable Loan Agreement, by and between the Authority and the County, each dated as of Closing Date of the related Series of Bonds as set forth in the applicable Purchase Agreement.

"Loan Fund" means the fund by that name established and held by the Fiscal Agent pursuant to Section 4.1 of this Resolution.

"Maturity Date" means the date specified in any Bond on which the principal of such Bond becomes due and payable.

"Non-Refunding Bonds" means any or all (as the context may require) Series of Bonds that do not refund a Series of Bonds issued on an earlier Bond Date.

"Outstanding", when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 12.6) all Bonds theretofore executed, issued and delivered by the Authority under this Resolution except (i) Bonds theretofore cancelled by the Authority Treasurer or surrendered to the Authority Treasurer for cancellation, (ii) Bonds paid and discharged pursuant to the terms of Section 7, and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered pursuant to this Resolution.

"Owner" when used with respect to any Bond, means the person in whose name the ownership of such Bond is registered on the Registration Books maintained by the Fiscal Agent.

"Principal Payment Date" means, with respect to any Series of Bonds, the applicable September 2 Maturity Date.

"Prior Bonds" means any or all (as the context may require) Series of Bonds that are being refunded by a Series of Bonds issued on a later Bond Date.

"Prior Loan" means, with respect to any Series of Prior Bonds, the Loan made pursuant to the Prior Loan Agreement.

"Prior Loan Agreement" means, with respect to any Series of Prior Bonds, the Loan Agreement related to such Series of Prior Bonds.

"Program Expense Fund" means the fund by that name established in the Energy Independence Fund pursuant to Resolution No. 09-0358 of the County Board, adopted on April 21, 2009.

"Purchase Agreement" means collectively or, if the context requires, the applicable Bond Purchase Agreement authorized pursuant to Section 12.7(d) of this Resolution.

"Purchaser" means (i) the Treasurer of the County of Sonoma, for and on behalf of the County Pool, or, for and on behalf of the Sonoma County Water Agency or (ii) an Alternate Purchaser.

"Refunding Bonds" means any or all (as the context may require) Series of Bonds that refund a Series of Bonds issued on an earlier Bond Date.

"Record Date" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month immediately preceding the applicable Interest Payment Date, whether or not such day is a Business Day.

"Redemption Date" means, with respect to any Bonds, the date on which such Bonds have been called to be redeemed pursuant to Section 3.1 or 3.2 of this Resolution prior to their Maturity Date.

"Redemption Notice" has the meaning provided in Section 3.4 hereof.

"Registration Books" means the records maintained by the Fiscal Agent pursuant to Section 2.10 hereof for the registration and transfer of ownership of the Bonds.

"Resolution" means this Resolution and includes subsequent amendments hereof and any Supplemental Resolution.

"Resolution of Intention" means Resolution No. 09-0184 of the County Board, adopted on March 3, 2009.

"Revenues" means as to each Series of Bonds, (a) all amounts paid by the County to the Authority or the Fiscal Agent pursuant to the applicable Loan Agreement other than administrative fees and expenses and indemnity against claims payable to the Authority and the Fiscal Agent, (b) all moneys deposited and held from time to time by the Fiscal Agent in the corresponding account of the Debt Service Fund established hereunder with respect to the Bonds, and (c) investment income with respect to any moneys held by the Fiscal Agent in the corresponding account of the Debt Service Fund established hereunder with respect to the Bonds.

"SCEIP" means the Sonoma County Energy Independence Program, established pursuant to Resolution No. 09-0271 of the County Board, adopted on March 25, 2009 under Chapter 29, as modified from time to time.

"Series" means each series of Bonds issued and designated pursuant to and in accordance with Section 2.3 and Section 12.7(d) hereof.

"State" means the State of California.

"Supplemental Resolution" means any resolution adopted by the Authority Board amendatory of or supplemental to this Resolution.

Section 1.2. Rules of Construction. All references in this Resolution to "Sections," and other subdivisions, unless indicated otherwise, are to the corresponding Sections or subdivisions of this

Resolution; and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Resolution as a whole and not to any particular Section or subdivision hereof.

Section 1.3. Authorization and Purpose of Bonds. The Authority Board has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen and be performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Authority is now authorized, pursuant to each and every requirement of law, to issue the Bonds in the manner and form as in this Resolution provided. The Authority Board hereby authorizes the issuance of the Bonds pursuant to the JPA Act and this Resolution for the purpose of providing funds (i) to make the Loans to the County to make disbursements pursuant to the Assessment Contracts to or on behalf of property owners for the cost of Improvements and to make repayments to a revolving fund from which the County disbursed funds to property owners pursuant to Assessment Contracts, and (ii) to fund Capitalized Interest.

Section 1.4. Equal Security. In consideration of the acceptance of the Bonds by the Owners thereof, this Resolution shall be deemed to be and shall constitute a contract between the Authority and the Owners of the Bonds; and the covenants and agreements herein set forth to be performed on behalf of the Authority shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the time of sale, execution or delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

SECTION 2. THE BONDS.

Section 2.1. Equality of Bonds, Pledge.

(a) As to each Series of Bonds issued hereunder, the Authority hereby pledges, in trust for the protection and security of the Owners, all of its right, title and interest in the Revenues for the payment of principal of, premium (if any), and interest on such Series. Pursuant to the JPA Act and this Resolution, all Bonds of a Series shall be and are equally secured by a pledge of and lien upon the Revenues.

(b) The Bonds and interest thereon are not payable from the general funds of the Authority or the County. Neither the credit of the County or the Authority nor the taxing power of the County is pledged for the payment of the Bonds or the interest thereon, and no Owner of the Bonds may compel the exercise of any taxing power by the County or force the forfeiture of any of its property. The principal of, and premium (if any) and interest on the Bonds are not a debt of the County nor a legal or equitable pledge, charge, lien or encumbrance upon any of the property of the Authority or the County, or upon any of their income, receipts or revenues, other than the Revenues.

Section 2.2. Collection of Assessments. The Assessment Installments shall be payable as provided in the Assessment Contracts and shall be payable in the same manner and at the same time and in the same installments as general taxes on real property are payable, and become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do general taxes on real property. Nothing in this Resolution or in any Supplemental Resolution shall preclude the redemption prior to maturity of any Bonds or the payment of the Bonds from proceeds of refunding bonds issued under any law of the State.

Section 2.3. Issuance of Bonds. (a) The issuance of the Bonds is hereby authorized as provided in this Resolution in accordance with the provisions of the Resolution of Intention and the JPA Act and the proceedings conducted thereunder. The aggregate initial principal amount of such Bonds shall not exceed the sum of: (i) the Authorized Principal Amount for any Bonds originally purchased by a Purchaser other than an Alternate Purchaser and (ii) the maximum aggregate initial principal amount specified in the applicable Alternate Purchaser Resolution for any Bonds purchased by an Alternate Purchaser.

(b) The Bonds may be issued in Series, with the exact principal amount of each Series of Bonds to be determined by the Authority Treasurer in accordance with Section 12.7(d) of this Resolution.

(c) Each Series of Bonds shall bear a series designation comprised of the calendar year of issuance, a letter designated alphabetically by date of issuance within a calendar year, a number correlating to the repayment period of the Assessment Contracts identified in the Loan Agreement relating to such Series and the parenthetical phrase “Non-Residential” for any Series relating solely to Assessment Contracts for properties that are not used for single-family residential purposes. In the event that on any date of issuance, there is more than one Series of Bonds with the same repayment period, with at least one such Series of Bonds to be purchased by the Treasurer of Sonoma County for and on behalf of the Sonoma County Water Agency or an Alternate Purchaser, then the designation of such Series of Bonds to be purchased by the Treasurer of Sonoma County for and on behalf of the County Pool shall include “P-” before the calendar year, the designation of such Series of Bonds to be purchased by the Treasurer of Sonoma County for and on behalf of the Sonoma County Water Agency shall include “W-” before the calendar year, and the designation of such Series of Bonds to be purchased by an Alternate Purchaser shall include “A-” before the calendar year.

(d) If the Bonds are Refunding Bonds, their designation additionally shall indicate they are Refunding Bonds.

(e) The Bonds shall be issued only in fully registered form without coupons in the denomination of $5,000 or any integral multiple thereof, or in such other denomination or denominations as determined by the Authority Treasurer. The Bonds, the form of Fiscal Agent’s certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution. The Bonds

shall be dated the applicable Closing Date determined in accordance with the respective Purchase Agreement, and shall mature and be payable on September 2 in the years and in the principal amounts specified in such Purchase Agreement. The interest rate for each Series of Bonds shall be:

(i) calculated on the basis of a 360-day year of twelve 30-day months;

(ii) (A) for the first Interest Rate Period with respect to such Bonds, at an initial rate of three percent (3%); and (B) for any succeeding Interest Rate Period, at a rate equal to one-half of one percent (0.50%) plus the net interest rate earned by the County Pool as of the most recent quarter ending immediately prior to commencement of such Interest Rate Period; or equal to such other interest rate as determined by the Authority, the County, and the Purchaser(s) of the applicable Series of Bonds prior to the commencement of the applicable Interest Rate Periods; and

(iii) in any event shall not exceed 12% per annum.

Section 2.4. Application of Proceeds of Sale of Bonds and Funds Received from the County. Upon the delivery of the Bonds to the purchasers thereof, the Fiscal Agent, on behalf of the Authority, shall receive the proceeds from the sale of the Bonds and shall deposit such proceeds as follows: (a) deposit in the applicable account of the Escrow Fund such amount (if any) as provided in Section 4.8, for the purpose of refunding and defeasing Prior Bonds in accordance therewith, (b) deposit in the applicable account of the Debt Service Fund an amount representing Capitalized Interest, as provided in Section 4.2, to be used to pay interest on the Bonds through September 1, 2015, (c) deposit in the Loan Fund (or the applicable account of the Loan Fund, if accounts therein have been created pursuant to Section 4.1) the amount specified in writing by the County for the purpose of making the Loans. The Fiscal Agent shall transfer the balance of the proceeds of the Bonds to the County for deposit in the Program Expense Fund.

Section 2.5. Medium and Payment. Principal of, and premium (if any) and interest on the Bonds shall be payable in lawful money of the United States of America. The principal of each Series of Bonds shall be payable on the respective Maturity Date set forth in the applicable Bonds and in conformance with the applicable Purchase Agreement. Interest with respect to each Bond shall accrue from the respective Bond Date. Interest on any Bond shall be payable from the Interest Payment Date next preceding the date of authentication of that Bond, unless one of the following applies: (i) if such date of authentication is an Interest Payment Date, then interest shall be payable from such date of authentication, (ii) except where clause (iii) is applicable, if the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, then interest shall be payable from such Interest Payment Date, or (iii) if the date of authentication is prior to the close of business on the first Record Date or if the Bond Date occurs after the 15th day of the calendar month immediately before the first Interest Payment Date , then interest shall be payable from the Bond Date. Notwithstanding the foregoing, if at the time of authentication of such Bond, interest is in default, interest on that Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment.

Principal of and interest on any Bond shall be paid by check of the Fiscal Agent mailed on or before the Interest Payment Date by first class mail, postage prepaid, to the person whose name appears in the Registration Books as the Owner of such Bond as of the close of business on the Record Date, to the address that appears on the Registration Books (or in such other manner as determined by a Purchaser if such Purchaser is the sole Owner as to a Series of Bonds), provided that the payment of principal of the Bonds on the final Maturity Date and the payment of the principal of the Bonds and any premium due upon the redemption thereof shall be payable upon presentation and surrender thereof at maturity or earlier redemption at the office of the Fiscal Agent. In addition, (i) upon a request in writing received by the Fiscal Agent on or before the applicable Record Date from an Owner of $1,000,000 or more in principal amount of the Bonds, or (ii) so long as the Purchaser is the sole Owner of any Series of Bonds and the Purchaser requests the Authority for payment by wire transfer, payment shall be made on the Interest Payment Date by wire transfer in immediately available funds to an account designated by such Owner. Further, so long as the Purchaser is the sole Owner of any Series of Bonds, payment may be made on the Interest Payment Date by any other method acceptable to the Owner.

Each Bond shall bear interest until its principal sum has been paid; provided, however, that if at the Maturity Date of any Bond, or if at the Redemption Date of any Bond which has been duly called for redemption as herein provided, funds are available for the payment or redemption thereof in full accordance with the terms of this Resolution, the Bond shall then cease to bear interest.

Section 2.6. Form of Bonds and Certificate of Authentication and Registration. The Bonds shall be sold to the Purchaser and shall be initially issued in the form of a fully registered bond or bonds registered in the name of the Purchaser. The form of the Bond, the form of the certificate of authentication and the form of registration thereon shall be substantially in the form attached hereto as Exhibit A and incorporated herein by this reference. The Bonds may be printed, lithographed or typewritten and may contain such reference to any of the provisions of this Resolution as may be appropriate.

Section 2.7. Execution and Authentication. The Bonds shall be executed by the manual or facsimile signature of the Chair of the Authority, or the Vice Chair of the Authority in the Chair's absence, and attested by the manual or facsimile signature of the Secretary of the Authority. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed have been authenticated and delivered by the Authority Treasurer (including new Bonds delivered pursuant to the provisions hereof with reference to the transfer and exchange of Bonds or to lost, stolen, destroyed or mutilated Bonds), such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed such Bonds had not ceased to hold such offices.

The Bonds shall bear thereon a certificate of authentication and registration, in the form set forth in Exhibit A hereto, executed by the manual signature of the Authority Treasurer or the Assistant Treasurer of the Authority. Only such Bonds as shall bear thereon such certificate of authentication and registration shall be entitled to any right or benefit under this Resolution, and no

Bond shall be valid or obligatory for any purpose until such certificate of authentication and registration shall have been duly executed by the Authority Treasurer.

Section 2.8. Registration of Exchange or Transfer. The registration of any Bond may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Fiscal Agent, accompanied by delivery of a written instrument of transfer in a form acceptable to the Fiscal Agent and duly executed by the Owner or his or her duly authorized attorney. Bonds may be exchanged at the office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations. The Authority and the Fiscal Agent will not charge for any new Bond issued upon any exchange, but may require the Owner requesting such transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. Whenever any Bond or Bonds shall be surrendered for registration of transfer or exchange, the Fiscal Agent shall authenticate and deliver a new Bond or Bonds; provided that the Fiscal Agent shall not be required to register transfers or make exchanges of (i) Bonds for a period of 15 days next preceding the date of any selection of Bonds to be redeemed, or (ii) any Bonds chosen for redemption.

Section 2.9. Mutilated, Lost, Destroyed or Stolen Bonds. If any Bond shall become mutilated, the Chair of the Authority, or Vice Chair of the Authority in the Chair's absence, at the expense of the Owner of such Bond, shall execute, and the Authority Treasurer shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and aggregate principal amount in authorized denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be cancelled and destroyed. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to the Fiscal Agent and indemnity satisfactory to the Fiscal Agent shall be given, the Chair of the Authority, or the Vice Chair of the Authority in the Chair's absence, at the expense of the Owner, shall execute, the Authority Treasurer shall thereupon authenticate, and the Fiscal Agent shall deliver, a new Bond of like Series and tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Fiscal Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Fiscal Agent). The Fiscal Agent may require payment of a reasonable fee for each new Bond issued under this Section 2.9 and of the expenses which may be incurred by the Authority and the Fiscal Agent. Any Bond issued under the provisions of this Section 2.9 in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original contractual obligation on the part of the Authority whether or not the Bond alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution.

Section 2.10. Registration Books. The Fiscal Agent will keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as he or she may prescribe,

register or transfer or cause to be registered or transferred, on the Registration Books, Bonds as herein provided.

The Authority and the Fiscal Agent may treat the Owner of any Bond whose name appears on the Registration Books as the absolute Owner of such Bond for any and all purposes, and the Authority and the Fiscal Agent shall not be affected by any notice to the contrary. The Authority and the Fiscal Agent may rely on the address of the Owner as it appears in the Registration Books for any and all purposes. It shall be the duty of each Owner to give written notice to the Authority and the Fiscal Agent of any change in such Owner's address so that the Registration Books may be revised accordingly.

Section 2.11. Validity of the Bonds. The validity of the authorization and issuance of the Bonds shall not be dependent upon the completion of the Improvements or upon the performance by any person of such person's obligation with respect to the Improvements.

Section 2.12. Refunding of Bonds. The Bonds may be refunded by the Authority at any time as permitted by and in accordance with this Resolution and applicable law including, but not limited to, the JPA Act.

Section 2.13. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section shall in any way prohibit the redemption of Bonds under Section 3 hereof, or the defeasance of the Bonds and discharge of all obligations of the Authority under this Resolution under Section 7 hereof.

SECTION 3. REDEMPTION OF BONDS.

Section 3.1. Mandatory Redemption. The Bonds shall be redeemed prior to maturity, in whole or in part, on any Interest Payment Date by lot within a Series from monies received from the sources, to the extent of and in the manner set forth in the fifth paragraph of Section 4.3 hereof, at a redemption price, expressed as a percentage of the principal amount of the Bonds to be redeemed, of 103 percent, together with accrued interest to the Redemption Date; provided, so long as the Purchaser is the sole Owner as to the Series of Bonds subject to redemption, the Purchaser may waive (pursuant to Section 12.8 hereof) the right to receive all or a portion of the redemption premium pursuant to this Section 3.1, upon which waiver the redemption price shall be equal to the principal amount of the Bonds to be redeemed, plus such redemption premium (if any) specified by the Purchaser, expressed as a percentage of the principal amount of the Bonds to be redeemed and not to exceed three percent (3%), together with accrued interest to the Redemption Date.

Section 3.2. Optional Redemption. (a) The Bonds may be redeemed prior to maturity, in whole or in part, on the fifteenth (15th) calendar day of any month by lot within a Series from monies on deposit and available for such purpose in the applicable account of the Debt Service Fund from sources other than those referred to in Section 3.1, at the option of the Authority, at a redemption price, expressed as a percentage of the principal amount of the Bonds to be redeemed, of 103 percent, together with accrued interest to the Redemption Date; provided, so long as the Purchaser is the sole Owner as to the Series of Bonds subject to redemption, the Purchaser may waive (pursuant to Section

12.8 hereof) the right to receive all or a portion of the redemption premium pursuant to this Section 3.2(a), upon which waiver the redemption price shall be equal to the principal amount of the Bonds to be redeemed, plus such redemption premium (if any) specified by the Purchaser, expressed as a percentage of the principal amount of the Bonds to be redeemed and not to exceed three percent (3%), together with accrued interest to the Redemption Date.

(b) Any Series of Bonds may be redeemed prior to maturity, in whole, on any date by lot within a Series, from monies on deposit and available for such purpose in an account of the Escrow Fund, in accordance with Section 4.8, from the sale and issuance of Refunding Bonds under this Resolution or additional refunding bonds designated as "Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds" pursuant to a subsequent resolution of the Authority Board, at the option of the Authority, at a redemption price equal to the principal amount of the Bonds to be redeemed, without premium, together with accrued interest to the Redemption Date; provided, the Redemption Date of any Series of Bonds redeemed pursuant to this Section 3.2(b) shall be the Closing Date of the Refunding Bonds providing the proceeds to redeem such Series of Bonds.

Section 3.3. Selection of Bonds for Redemption. If less than all of the Outstanding Bonds of any Series are to be redeemed pursuant to Section 3.1 or Section 3.2(a), the Authority Treasurer shall select the Bonds of such Series to be redeemed by lot in any manner that the Authority Treasurer deems fair.

Section 3.4. Notice of Redemption. In the event that Bonds are to be redeemed as provided in this Section 3, at least 30 days or other such shorter period upon the consent of the Owners of any Bonds designated for redemption, but not more than 60 days prior to any Redemption Date, a notice of redemption (the "Redemption Notice") shall be sent by personal service, or registered or certified mail by the Fiscal Agent to the Owners of any Bonds designated for redemption and, if a single Purchaser is not the sole Owner as to a Series of Bonds subject to redemption, to such securities depositories and securities information services as shall be designated by the Authority Treasurer; provided, with respect to Bonds to be redeemed pursuant to Section 3.2(b), a Redemption Notice shall be provided on the Redemption Date, if the Redemption Notice is not waived pursuant to Section 12.8 of this Resolution. Such Redemption Notice shall specify: (i) the Bonds or designated portions thereof which are to be redeemed, (ii) the date of redemption, (iii) the redemption price, (iv) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, and (v) if less than all Bonds of a Series are to be redeemed, the Bond numbers of the Bonds to be redeemed, and shall require that such Bonds be surrendered at the office of the Fiscal Agent for redemption at the redemption price. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with interest accrued to the Redemption Date, and that from and after such Redemption Date interest thereon shall cease to accrue and be payable.

Neither failure to receive any Redemption Notice nor any defect in such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of such Bonds or the

cessation of the accrual of interest thereon. Each check or other transfer of funds issued by the Fiscal Agent for the purpose of redeeming Bonds shall bear to the extent specified the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Section 3.5. Partial Redemption of Bonds. Upon surrender of any Bond to be redeemed in part only, the Fiscal Agent shall authenticate and deliver to the Owner a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered, with the same interest rate and the same maturity and of the same Series. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the Authority shall be released and discharged thereupon from all liability to the extent of such payment.

Section 3.6. Effect of Notice and Availability of Redemption Price. Notice of redemption having been duly given, as provided in Section 3.4, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption:

(1) The Bonds, or portions thereof, designated for redemption shall, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in this Resolution, anything in this Resolution or in the Bonds to the contrary notwithstanding;

(2) Upon presentation and surrender thereof at the office of the Fiscal Agent, such Bonds shall be redeemed at the redemption price;

(3) From and after the Redemption Date, the Bonds or portions thereof so designated for redemption shall be deemed to be no longer Outstanding and such Bonds or portions thereof shall cease to accrue interest; and

(4) From and after the date fixed for redemption no Owner of any of the Bonds or portions thereof so designated for redemption shall be entitled to any of the benefits of this Resolution, or to any other rights, except with respect to payment of the redemption price and interest accrued to the Redemption Date from the amounts so made available.

SECTION 4. FUNDS AND ACCOUNTS.

Section 4.1. Disposition of Bond Proceeds; Loan Fund. There is hereby established a special fund held by the Fiscal Agent called the "Loan Fund," into which shall be deposited proceeds of sale of the Bonds pursuant to Section 2.4. The Loan Fund may be maintained, at the Fiscal Agent's discretion, or if directed by the Authority shall be maintained, in the form of one or more separate accounts within such fund which are established for the purpose of holding the proceeds of separate Series of Bonds subject to separate Loan Agreements. Moneys in the Loan Fund or in any accounts therein shall be disbursed by the Fiscal Agent to or on behalf of the County in accordance with a written request of the County provided to the Fiscal Agent pursuant to the respective Loan Agreement.

Section 4.2. Establishment of Bonds Debt Service Fund and Accounts. For administering and controlling the Revenues, the Capitalized Interest, and any related monies, there is hereby created and established the Bonds Debt Service Fund (the "Debt Service Fund"), such special fund to be maintained by the Fiscal Agent in trust. The Fiscal Agent shall establish with respect to each Series of Bonds a separate account within the Debt Service Fund designated using the name of the applicable Series of Bonds.

Section 4.3. Debt Service Fund. The Fiscal Agent hereby agrees to maintain the Debt Service Fund and accounts therein until all payments of principal of and premium (if any) and interest on the Bonds have been made and all of the Bonds have been paid or redeemed. All Revenues received by the Authority or the Fiscal Agent from the County pursuant to a Loan Agreement shall be deposited and held in the corresponding account of the Debt Service Fund relating to the Series of Bonds to which such Revenues are pledged as security.

Proceeds of the Bonds deposited into the applicable account of the Debt Service Fund pursuant to Section 2.4 shall be used on September 2, 2015 to pay interest due on the applicable Series of Bonds through September 1, 2015. Any moneys remaining in the applicable account of the Debt Service Fund on September 3, 2015 shall be transferred to the Loan Fund (or separate accounts of the Loan Fund if established).

On each Interest Payment Date and each Principal Payment Date, the Fiscal Agent shall make payments of interest and principal, respectively, due and payable with respect to each Series of Bonds then Outstanding from monies in the corresponding accounts of the Debt Service Fund. If, on any Interest Payment Date or Principal Payment Date, there are insufficient funds in an account of the Debt Service Fund to make the payments with respect to a Series of Bonds provided for in the preceding sentence, available monies shall be applied first to the payment of interest on the applicable Bonds, and then to the payment of principal due on such Bonds and then to the payment of principal due on such Bonds or any portion thereof called for redemption pursuant to Section 3 hereof.

On each September 3, commencing September 3, 2016, all monies in any account of the Debt Service Fund in excess of the amount necessary to make the payments of principal of and interest on the applicable Series of Bonds then due or overdue and payable on such date (assuming all Owners entitled to payment on or before such date take or have taken any and all actions necessary on their part to receive amounts due them) shall, to the extent permitted by law, be applied as follows:

(a) The moneys shall be retained in such account of the Debt Service Fund; or

(b) The moneys shall be applied to the advance maturity and redemption of the Bonds of such Series pursuant to Section 3.2(a).

Amounts received from, or on behalf of, the County as prepayment of any Loan pursuant to Section 4.4 shall be deposited by the Fiscal Agent in the applicable account of the Debt Service Fund for application pursuant to Section 4.5. Such Loan prepayment amounts shall be used to

pay the principal of and redemption premium (if any) on the corresponding Series of Bonds or such portion thereof which shall have been advanced pursuant to the JPA Act, Section 3.1 or 3.2, and this paragraph. The Fiscal Agent shall advance the maturity of and call Bonds for redemption pursuant to this Resolution and the JPA Act whenever and to the extent of any special prepayment of the Loans pursuant to Section 4.4, sufficient to pay the principal thereof plus the redemption premium (if any) of Bonds of the related Series. On or after each Redemption Date, or prior thereto, upon presentation and surrender thereof, the Fiscal Agent shall pay the principal of and redemption premium (if any) of each such Series of Bonds the maturity of which has been so advanced, and the interest accrued on such Bond to the earlier of the Principal Payment Date or Redemption Date, from monies in the applicable account of the Debt Service Fund.

Any amounts remaining in any account of the Debt Service Fund after payment of the Bonds of the corresponding Series and the interest thereon shall be applied in accordance with Section 4.7.

Section 4.4. Prepayment of Loans. (a) The County shall prepay any Loan to the extent any owner of assessed land prepays the Assessment of an Assessment Contract identified on the related Assessment Contract Schedule attached as "Exhibit A" to the applicable Loan Agreement.

(b) The County may prepay any Loan, in whole or in part, from any available source of funds other than those referred to in paragraph (a), including from moneys on deposit in the Loan Fund or applicable separate account and any related progress payment account established by the County pursuant to the Assessment Contracts.

Section 4.5. Application of Prepaid Loans. Upon receiving a prepayment of a Loan pursuant to Section 4.4(a) or (b), the Fiscal Agent shall deposit it in the related account of the Debt Service Fund to be applied for payment to Owners of the corresponding Bonds redeemed in accordance with Section 3.1 or 3.2.

Section 4.6. Certain Procedures Upon Redemption. If notice of redemption is given, the Bonds so advanced shall mature and become payable on the date fixed for redemption in the notice. The Owner of any such Bond may, prior to the date of redemption, with the consent of the Fiscal Agent, surrender it and receive the principal and interest thereon to the date of payment together with the redemption premium provided for the Bond, if any. If the Bond has not been sooner surrendered on the date fixed for redemption, the Fiscal Agent shall set aside to the credit of the Owner of the Bond the amount of principal and accrued interest then due on the Bond together with the redemption premium, if any, and the Bond shall then be deemed to have matured and interest shall cease to accrue on the Bond. The amount so set aside shall upon demand and upon the surrender and cancellation of the Bond be paid to the Owner of the Bond.

Section 4.7. Debt Service Fund Surplus. If there is a surplus remaining in any account in the Debt Service Fund after payment of all Bonds of a Series corresponding to such account and the interest thereon, plus applicable redemption premium (if any), that surplus shall be released from the pledge and lien hereunder and transferred to the County to be used for the benefit of the SCEIP or, upon

the direction of the County, to cure any deficiency in any other account of the Debt Service Fund pursuant to Section 5.2 of this Resolution.

Section 4.8. Escrow Fund; Refunding Bonds. (a) There is hereby created and established with the Fiscal Agent a special and irrevocable trust fund designated the Escrow Fund (the "Escrow Fund"), (in which there shall be established and created a 5-Year Account, a 10-year Account, and a 20-year Account) to be held by the Fiscal Agent separate and apart from all other funds of the Authority, the County, or the Fiscal Agent and used only for the purposes and in the manner provided in this Section 4.8.

(b) The initial Series of Bonds issued under this Resolution with respect to each Available Term shall be Non-Refunding Bonds.

(c) To minimize the costs associated with the administration and maintenance of multiple funds and accounts, subsequent Series of Bonds issued under this Resolution with respect to each Available Term may be Refunding Bonds. Refunding Bonds relating to an Available Term shall refund and defease only Prior Bonds relating to the same Available Term. Refunding Bonds may be issued for the additional purpose of providing additional funds for deposit in the Loan Fund pursuant to Section 2.4 in order to provide for additional Loans to the County for the making of disbursements from the Loan Fund in accordance with this Resolution.

(d) In accordance with Section 7.1(a) of this Resolution, upon the issuance of any Series of Refunding Bonds, the Authority shall cause to be deposited with the Fiscal Agent in the applicable account of the Escrow Fund the following: (i) the then Outstanding principal amount of the Prior Bonds being refunded and defeased by such Series of Refunding Bonds, and (ii) interest accrued and unpaid on such Prior Bonds to the Redemption Date.

(e) Upon receipt of the moneys described in paragraph (d), the Fiscal Agent shall pay such moneys to the Owners of the Prior Bonds for the equal and ratable benefit of such Owners. If not waived by the Purchaser pursuant to Section 12.8, a Redemption Notice shall be provided by the Fiscal Agent to the Owners of the Prior Bonds in accordance with Section 3.4.

(f) The Authority and the Fiscal Agent represent and agree that, concurrently with the initial deposit of the moneys in the applicable account of the Escrow Fund pursuant to paragraph (d), (i) the Prior Bonds will no longer be deemed to be Outstanding and unpaid within the meaning and with the effect expressed in Section 7 of this Resolution, and (ii) the Prior Loan will no longer be deemed to be outstanding and unpaid within the meaning and with the effect expressed in the Prior Loan Agreement.

(g) Monies remaining on deposit in any account of the Escrow Fund after payment of all amounts to the Owners of the applicable Series of Prior Bonds pursuant to paragraph (e) shall be released to the County for the benefit of the SCEIP within five (5) Business Days after such payment to the Owners of the applicable Series of Prior Bonds.

Section 4.9. Investments. (a) Except for the Escrow Fund (and the accounts therein), all moneys in any of the funds or accounts established pursuant to this Resolution shall be invested by the Fiscal Agent solely in Authorized Investments. All moneys in the Escrow Fund (and the accounts therein) shall be invested by the Fiscal Agent solely in Federal Securities. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts shall be deposited in the fund or account from which such investment was made. The Fiscal Agent shall incur no liability for losses arising from any investments made pursuant to this Section.

(b) For the purpose of determining the amount in any fund or account established hereunder, the value of investments credited to such fund or account shall be calculated at the cost thereof, excluding accrued interest and brokerage commissions, if any.

(c) Moneys in the Debt Service Fund and the accounts therein shall be invested only in obligations which will by their terms mature on such dates as to ensure the timely payment of principal and interest on the corresponding Bonds as the same become due.

The Fiscal Agent shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it may be necessary to do so in order to provide moneys to meet any payment or transfer for such funds and accounts or from such funds and accounts. For the purpose of determining at any given time the balance in any fund or account, any such investments constituting a part of such fund and account shall be valued at their amortized cost.

SECTION 5. COVENANTS.

So long as any of the Bonds issued hereunder are outstanding, the Authority makes the following covenants with the Owners (to be performed by the Authority or its proper officers, agents or employees), which covenants are necessary, convenient and desirable to secure the Bonds; provided, however, that said covenants do not require the Authority to expend any funds other than the Revenues.

Section 5.1. Punctual Payment. The Authority will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Resolution and any Supplemental Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and all Supplemental Resolutions and of the Bonds.

Section 5.2. Limited Obligation; No Required Advances From Available Surplus Funds. The Bonds are limited obligation bonds and are payable solely from and secured solely by Revenues, including the amounts in the applicable account of the Debt Service Fund. Notwithstanding any other provision of this Resolution, the Authority shall, at the direction of the County in its sole and absolute discretion, advance available surplus funds from any account of the Debt Service Fund, determined in

accordance with Section 4.7 of this Resolution, to cure any deficiency in any other account in the Debt Service Fund.

Section 5.3. General. The Authority shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Authority under the provisions of this Resolution. The Authority warrants that upon the date of execution and delivery of the Bonds, the conditions, acts and things required by law and this Resolution to exist, to have happened and to have been performed precedent to and in the execution and delivery of such Bonds do exist, have happened and have been performed and the execution and delivery of the Bonds shall comply in all respects with the applicable laws of the State.

Section 5.4. Protection of Security and Rights of Owners. The Authority will preserve and protect the security of the Bonds and the rights of the Owners thereto, and will warrant and defend their rights to such security against all claims and demands of all persons. From and after the delivery of the Bonds by the Authority, the Bonds shall be incontestable by the Authority.

Section 5.5. Against Encumbrances. The Authority will not encumber, pledge or place any charge or lien upon any of the Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Resolution.

Section 5.6. Accounting Records and Statements. The Authority will keep or cause to be kept proper accounting records in which complete and correct entries shall be made of all transactions relating to the receipt, deposit and disbursement of the Revenues, and such accounting records shall be available for inspection upon five (5) Business Days' written notice by any Owner or such Owner's agent duly authorized in writing at reasonable hours and under reasonable conditions.

Section 5.7. Further Assurances. The Authority will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of its duties under this Resolution, and for the better assuring and confirming unto the Owners of the Bonds the rights and benefits provided in this Resolution.

SECTION 6. FISCAL AGENT .

Section 6.1. Fiscal Agent; Appointment and Acceptance of Duties.

(a) The Authority Board hereby appoints the Authority Treasurer to act as the initial Fiscal Agent for the Bonds under this Resolution. All fees and expenses incurred for services of the Fiscal Agent shall be the sole responsibility of the Authority. The Fiscal Agent, if other than the Authority Treasurer acting as Fiscal Agent, pursuant to Section 6.6 hereof shall have the powers of a trust company within or without the State.

(b) Unless otherwise provided, the office of the Fiscal Agent designated by the Fiscal Agent shall be the place for the payment of principal of, premium, if any, and interest on the Bonds.

Section 6.2. Liability of Fiscal Agent. The Fiscal Agent, if other than the Authority Treasurer or except as expressly provided in a certificate of the Fiscal Agent in connection with the issuance and delivery of the bonds on the Closing Date, makes no representations as to the validity or sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and the Fiscal Agent shall incur no liability in response hereof or thereof.

Section 6.3. Evidence on Which Fiscal Agent May Act. The Fiscal Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed and presented by the proper party or parties. The Fiscal Agent may consult with counsel, who may or may not be counsel to the County or the Authority, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith in accordance therewith.

Section 6.4. Compensation. The Authority shall direct the County to pay, from the Program Expense Fund, to the Fiscal Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution. In no event shall the Authority or the County be required to expend its own funds hereunder or under the Loan Agreements, other than funds on deposit in the Program Expense Fund.

Section 6.5. Ownership of Bonds Permitted. If the Fiscal Agent is other than the Authority Treasurer, the Fiscal Agent may become the Owner of any Bond.

Section 6.6. Resignation or Removal of Fiscal Agent and Appointment of Successor.

(a) Any Fiscal Agent appointed may resign from service as Fiscal Agent and, if the Fiscal Agent is not the Authority Treasurer, it may be removed at any time by the Authority Treasurer as provided in the Fiscal Agent's service agreement. Without further action by the Authority Board, if at any time the Fiscal Agent shall resign or be removed, the Authority Treasurer shall appoint a successor Fiscal Agent, which shall be a trust company or bank having the powers of a trust company within or without the State, with at least $100,000,000 in net assets. The Fiscal Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the Authority in a format mutually agreeable to the Fiscal Agent and the Authority. Such successor Fiscal Agent shall signify the acceptance of its duties and obligations

hereunder by executing and delivering to the Authority, a written acceptance thereof. Resignation or removal of the Fiscal Agent shall be effective upon appointment and acceptance of a successor Fiscal Agent.

(b) In the event of the resignation or removal of the Fiscal Agent, such Fiscal Agent shall pay over, assign and deliver any moneys held by it as Fiscal Agent to its successor, or, if there is no successor, the Authority Treasurer shall be the Fiscal Agent.

SECTION 7. DEFEASANCE.

Section 7.1. Defeasance. If all Outstanding Bonds of a Series shall be paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and interest with respect to all Bonds of such Series then Outstanding, as and when the same become due and payable;

(b) by depositing with the Fiscal Agent, at or before maturity, an amount which, together with the amounts then on deposit in the corresponding account of the Debt Service Fund, is fully sufficient to pay the principal of and redemption premium (if any) and interest on all Bonds of such Series then Outstanding as and when the same shall become due and payable or, in the event of redemption thereof, before their respective Maturity Dates; or

(c) by depositing with the Fiscal Agent Federal Securities in such amount as the Authority shall determine, as verified by a nationally recognized Independent Public Accountant (unless the Purchaser is the sole owner of all Bonds of such Series, in which case no such verification is required), will, together with the interest to accrue thereon and moneys then on deposit in the corresponding account of the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge the principal of, and premium (if any) and interest on all Bonds of such Series then Outstanding as and when the same shall become due and payable;

then, at the election of the Authority, and notwithstanding that any Bonds of such Series shall not have been surrendered for payment, all obligations of the Authority under this Resolution with respect to all Outstanding Bonds of such Series shall cease and terminate, except for (i) the obligation of the Authority Treasurer to pay or cause to be paid to the Owners of the Bonds of such Series not so surrendered and paid, all sums due thereon, and (ii) the Authority's obligations under Section 5.4. Any funds held by the Fiscal Agent in such account of the Debt Service Fund, at the time of receipt of such notice from the Authority, which are not required for the purpose above mentioned, shall be transferred to the County to be used for the benefit of the SCEIP.

SECTION 8. SUPPLEMENTAL RESOLUTIONS.

Section 8.1. Supplemental Resolutions Without Owner Consent. The Authority, may from time to time, and at any time, without notice to or consent of any of the Owners, adopt resolutions

supplemental hereto as shall not be inconsistent with the terms and provisions hereof for any of the following purposes:

(a) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Resolution or in any Supplemental Resolution, provided that such action shall not adversely affect the interests of the Owners;

(b) to add to the covenants and agreements of and the limitations and the restrictions upon the Authority contained in this Resolution other covenants, agreements, limitations and restrictions to be observed by the Authority which are not contrary to or inconsistent with this Resolution as theretofore in effect; and

(c) to modify, alter, amend or supplement this Resolution in any other respect which is not materially adverse to the interests of the Owners.

Section 8.2. Supplemental Resolutions with Owner Consent. Except as provided in Section 8.1, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right to consent to and approve the execution of such Supplemental Resolutions as shall be deemed necessary or desirable for the purpose of waiving, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any Supplemental Resolution; provided, however, that nothing herein shall permit, or be construed as permitting, (a) an extension of the Maturity Date of the principal of, or the payment date of interest on, any Bond, (b) a reduction in the principal amount of, or redemption price of, any Bond or the rate of interest thereon, (c) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the percentage of Bonds the Owners of which are required to consent to such Supplemental Resolution, without the consent of the Owners of all Bonds then Outstanding. In no event, however, may a modification or amendment provide for the issuance of additional bonds, notes or other evidences of indebtedness payable out of the Revenues.

Section 8.3. Notice of Supplemental Resolution to Owners. If at any time the parties hereto shall desire to enter into a resolution supplemental hereto, which pursuant to the terms of Section 8.2 shall require the consent of the Owners, the Authority shall cause notice of the proposed resolution to be mailed, postage prepaid, to all Owners at their addresses as they appear in the Registration Books. Such notice shall briefly set forth the nature of the proposed resolution and shall state that a copy thereof is on file at the office of the Authority for inspection by all Owners. The failure of any Owner to receive such notice shall not affect the validity of such resolution when consented to and approved as in Section 8.2 provided. Whenever at any time within one year after the date of the first mailing of such notice, the Authority shall receive an instrument or instruments purporting to be executed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed resolution described in such notice, and shall specifically consent to and approve it substantially in the form of the copy thereof referred to in such notice as on file with the Authority, such proposed resolution, when duly adopted by

the Authority, shall thereafter become a part of the proceedings for the issuance of the Bonds. In determining whether the Owners of the requisite aggregate principal amount of the Bonds have consented to the adoption of any Supplemental Resolution, Bonds which are owned by the County, the Authority, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the County or the Authority, shall be disregarded and shall be treated as though they were not Outstanding for the purpose of any such determination.

Upon the adoption of any resolution supplemental hereto and the receipt of consent to any such resolution from the Owners of the appropriate aggregate principal amount of Bonds in instances where such consent is required, this Resolution shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Authority and all Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

SECTION 9. ADDITIONAL BONDS.

Section 9.1. Additional Series of Bonds. The Authority hereby authorizes and approves the issuance of Additional Series of Bonds pursuant to the JPA Act for the purpose of financing further County disbursements to property owners for the cost of Improvements, to the extent required under and in accordance with the SCEIP, pursuant to and secured by such Additional Resolutions of Issuance (and such additional loan agreements and bond purchase agreements approved by each such Additional Resolution of Issuance) as may be approved by the Authority Board from time to time, with such Additional Resolutions of Issuance and related agreements to be substantially in the form of this Resolution and the agreements approved hereby, together with such changes as may be requested by Bond Counsel and as are approved by the Authority Board.

SECTION 10. DEFAULT.

Section 10.1. Events of Default. If any of the following events occur, it is hereby declared to constitute an "Event of Default":

(a) Default in the due and punctual payment of interest on any Bond, whether at the stated Interest Payment Date thereof, or upon proceedings for redemption thereof;

(b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond, whether at the stated Principal Payment Date thereof, or upon proceedings for redemption thereof; or

(c) Failure by the Authority to observe and perform any material covenant, condition or agreement required by this Resolution to be performed by it (other than a default described in clause (a) or (b) above) for a period of 60 days following written notice to the Authority from any Owner of such failure; provided, however, if the Authority is in good faith attempting to remedy said failure and is unable to do so within the 60-day time period, an additional 60 days shall be allowed.

Section 10.2. Remedies Not Exclusive; Non-waiver. No remedy conferred hereby upon any Owner is intended to be exclusive of any other remedy, but each such remedy is cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the JPA Act, Chapter 29, or any other law of the State. No waiver of any default or breach of duty or contract by any Owner shall affect any subsequent default or breach of duty or contract or shall impair any rights or remedies on said subsequent default or breach. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed as a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners may be enforced and exercised as often as may be deemed expedient. In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and the Owner shall prevail, said Owner shall be entitled to receive reimbursement for reasonable costs, expenses, outlays and attorney's fees and should said suit, action or proceeding be abandoned, or be determined adversely to the Owners then, and in every such case, the Authority and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 10.3. Limited Liability of the Authority to the Owners. Except for the collection of the Revenues and the observance and performance of the other conditions, covenants and terms contained herein or in the JPA Act required to be observed or performed by it, the Authority shall not have any obligation or liability to the Owners with respect to this Resolution or the preparation, authentication, delivery, transfer, exchange or cancellation of the Bonds.

Section 10.4. Action by Owners Upon Default. In the event the Authority fails to take any action to eliminate an Event of Default under Section 10.1 hereof, the Owners of a majority in aggregate principal amount of a Series of Outstanding Bonds may institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any right under this Resolution, but only if such Owners have first made written request of the Authority, after the right to exercise such powers or right of action shall have occurred, and shall have afforded the Authority a reasonable opportunity either to proceed to exercise the powers granted herein or granted under law or to institute such action, suit or proceeding in its name and unless also, the Authority shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Authority shall have refused or neglected to comply with such request within a reasonable time. Any moneys recovered in such suit, action, mandamus or other proceedings shall be applied first to the payment of the reasonable costs and expenses of the Owners in bringing such suit, action, mandamus or other proceeding, including reasonable compensation to their agents and attorney.

SECTION 11. LOAN AGREEMENTS.

Section 11.1. Approval of Loan Agreements. The Loan Agreements proposed to be entered into by and between the County and the Authority, in the form on file in the office of the Authority Secretary, are hereby approved. Each of the Chair of the Authority Board and the Vice Chair of the Authority Board (each, an "Authorized Officer") is hereby authorized and directed, for and in the

name and on behalf of the Authority, to execute and deliver each Loan Agreement in substantially said form, with such changes therein as may be requested by Bond Counsel and as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof); provided, (i) only one (1) Loan Agreement shall be executed with respect to each Series of Bonds, and (ii) a Loan Agreement with respect to a Series of Bonds shall be executed only to the extent a Purchase Agreement for such Series of Bonds has been executed by the Authority in accordance with the requirements set forth in Section 12.7(d) . The authorization and powers delegated to such Authorized Officers pursuant to this Section 11.1 shall be valid for a period commencing from October 1, 2014 through, and including, March 31, 2015.

SECTION 12. MISCELLANEOUS.

Section 12.1. Partial Invalidity. If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution shall for any reason be adjudged by any court of competent jurisdiction to be unconstitutional, unenforceable or invalid, such judgment shall not affect the validity of the remaining portions of this Resolution. The Authority Board hereby declares that it would have adopted this Resolution and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution or the application thereof to any person or circumstance, may be held to be unconditional, unenforceable or invalid.

Section 12.2. General Authorization. The officers of the Authority are hereby authorized and directed, jointly and severally, to do all acts and things which may be required of them by this Resolution, or which may be necessary or desirable in carrying out the issuance of the Bonds as provided by this Resolution and all matters incidental thereto, including, without limitation, to execute such agreements, certificates, receipts, opinions and other documents, and to deliver at the closing and delivery of the Bonds any and all of the foregoing as may be appropriate in the circumstances. All such acts and things heretofore done are hereby approved, ratified and confirmed.

Section 12.3. Personal Liability. The Authority or any officer, agent or employee thereof, shall not be individually or personally liable for the payment of the principal of or interest on the Bonds; but nothing herein contained shall relieve any such entity, officer, agent or employee from the performance of any official duty provided by law.

Section 12.4. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Resolution is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period after such date.

Section 12.5. Employment of Agents by the Authority. In order to perform its duties and obligations hereunder, the Authority may employ such persons or entities as it deems necessary or

advisable. The Authority shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

Section 12.6. Disqualified Bonds. In the event of a later transfer of the Bonds in accordance with Section 12.7 hereof, in determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Resolution, Bonds which are owned or held by or for the account of the Authority or the County shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, provided, however, that for the purpose of determining whether the Fiscal Agent shall be protected in relying on any such demand, request, direction, consent or waiver, only Bonds which the Fiscal Agent knows to be so owned or held shall be disregarded.

Section 12.7. Sale of Bonds to Purchaser; Transfer of Bonds; Purchase Agreement; Restrictions. (a) The Purchaser, as the initial Owner of the Bonds, has represented to the Authority that the Purchaser intends to hold the Bonds for its own account, for an indefinite period of time, and does not intend at this time to distribute, sell or otherwise dispose of the Bonds, or any portion thereof, to any third party.

(b) At the time of adoption of this Resolution, the Authority has not prepared, and does not intend to prepare, any offering document (in the form of an official statement or otherwise) with respect to the Bonds. The Authority has not made, and at this time does not intend to make, any continuing disclosure filings with state or national information repositories with respect to the Bonds.

(c) The transfer of the Bonds shall be restricted as set forth herein. With respect to any transfer of less than all of the then outstanding principal amount of the Bonds, the portion being transferred shall be equal to $100,000 or greater in principal amount. No Bond (or any portion thereof) may be transferred and no such transfer shall be effective or recognized in the Registration Books, unless the Authority shall have received a letter from the proposed transferee in the form satisfactory to the Authority, which shall contain statements substantially to the following effect:

(i) The transferee has received and reviewed copies of this Resolution. The transferee understands that (A) the Bonds are limited obligations of the Authority secured by and payable solely from Revenues as provided in this Resolution, (B) no other fund or property of the Authority or the County is liable for the payment of the Bonds, (C) none of the payment obligations with respect to the Bonds are secured by a pledge of any money received or to be received from taxation by the County or any political subdivision thereof, other than the Assessment Revenues securing the Loan Agreements pursuant to which the Revenues securing the Bonds will be paid, and (D) there is no reserve fund for the Bonds.

(ii) The transferee has sufficient knowledge and experience in financial and business matters, including in the purchase and ownership of municipal

obligations of a nature similar to the Bonds, to be able to evaluate the risks and merits of investing in the Bonds.

(iii) The transferee acknowledges that Authority has not prepared any offering document with respect to the Bonds. The transferee, as a sophisticated investor, has made its own credit inquiry and analyses with respect to the Bonds. The transferee has assumed the responsibility for obtaining and making such review as the transferee has deemed necessary or desirable in connection with the transferee's decision to invest in the Bonds. The transferee's decision to invest in the Bonds did not rely on any information provided by the Authority or the County (or any representatives or agents of the Authority or the County) that is not in written form.

(iv) The transferee has duly determined that (A) the transferee is legally authorized to purchase the Bonds, and (B) the Bonds are a lawful investment for the transferee under all applicable laws.

(v) The transferee understands that (A) the Bonds have not been registered with any federal or state securities agency or commission or otherwise qualified for sale under the "Blue Sky" laws or regulations of any state, (B) will not be listed on any securities exchange, (C) will not carry a rating from any rating service, and (D) may not be readily marketable.

(vi) The transferee is investing in the Bonds for its own account, and at the time of its purchase of the Bonds, and does not intend to distribute, resell or otherwise dispose of the Bonds.

(vii) The transferee agrees that, in the event that the transferee decides to sell or otherwise transfer the Bonds, it shall require the new transferee to deliver to the Authority the letter required by this Section 12.7 as a condition precedent to the consummation of such transfer.

(d) The Authority shall enter into a purchase agreement (each individually, and collectively, the "Purchase Agreement") with respect to each Series of Bonds designated as set forth in Section 2.3 and determined in accordance with the parameters set forth in this paragraph. The Purchase Agreement proposed to be entered into by and between the Authority and the Purchaser, in the form on file in the office of the Authority Secretary, and the sale of the Bonds pursuant thereto upon the terms and conditions set forth therein are hereby approved; provided, however, that the form of the Purchase Agreement proposed to be entered into by and between the Authority and an Alternate Purchaser shall be approved by the applicable Alternate Purchaser Resolution. Subject to the following sentence, each Authorized Officer, acting singly, is authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver each Purchase Agreement in substantially said form, with such changes therein as may be requested by Bond Counsel and as the officer executing the same may require or approve (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof). With respect to each Purchase Agreement, each Authorized Officer, acting singly, is hereby authorized and directed to act on behalf of the Authority to establish and determine the initial principal amount of each Series of Bonds; provided, (i) in accordance with Section 2.3, the aggregate

initial principal amount of all Series of Bonds issued under this Resolution and originally purchased by a Purchaser other than an Alternate Purchaser shall not exceed the Authorized Principal Amount, and the aggregate initial principal amount of each Series of Bonds issued under this Resolution and originally purchased by an Alternate Purchaser shall not exceed the respective maximum aggregate initial principal amount specified in the applicable Alternate Purchaser Resolution, and (ii) in any calendar month, any and all such Series of Bonds issued shall be issued on the same Business Day and on only one Business Day each month, with the exception of the month of June in which month there may be two Bond Dates to permit that the Bond Date for any such Series of Bonds Issued for the month of July may fall within the last seven days of June to accommodate the Fiscal Year and such Bond Date shall be deemed the Bond Date for the month of July. The authorization and powers delegated to such Authorized Officers pursuant to this Section 12.7(d) shall be valid for a period commencing from October 1, 2014 through, and including, March 31, 2015.

(e) Upon satisfaction of subsection (c) above, any Bond may in accordance with its terms be transferred upon the Registration Books by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed, in a form approved by the Fiscal Agent. Whenever any Bond shall be surrendered for such transfer, the Authority shall execute and the Fiscal Agent shall thereupon authenticate and deliver to the transferee a new Bond or Bonds of like tenor, Series, maturity or maturities and aggregate principal amount. The Fiscal Agent shall not be required to transfer, pursuant to this Section 12.7, either (i) any Bond during the period established by the Fiscal Agent for the selection of Bonds for redemption, or (ii) any Bond selected for redemption pursuant to Section 3.

Section 12.8. Waivers. So long as a Purchaser is the sole Owner as to a Series of Bonds, such Purchaser may waive any provisions of this Resolution with respect to such Series of Bonds, including but not limited to the provisions related to the redemption of Bonds or to the adoption of resolutions supplemental hereto.

Section 12.9. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____ 2014.

_____
Chair

ATTEST:

_____
Secretary

Exhibit A

[FORM OF BOND]

Transfer of this Bond is subject to the restrictions set forth in the Resolution referred to herein. A transfer of Bonds is limited to certain parties that qualify under the requirements of the Resolution, which include the requirement that the transferee can bear the economic risk of investment in the Bonds and has such knowledge and experience in business and financial matters, including the purchase and ownership of municipal obligations of a nature similar to the Bonds, to be able to evaluate the risks and merits of the investment in the Bonds. The Bonds have not been registered with any federal or state securities agency or commission.

United States of America
State of California
County of Sonoma

REGISTERED
NUMBER [1]

REGISTERED
$_____

SONOMA COUNTY PUBLIC FINANCING AUTHORITY
SONOMA COUNTY ENERGY INDEPENDENCE PROGRAM
CONTRACTUAL ASSESSMENT REVENUE [REFUNDING] BOND
SERIES 20__ __-__ (TAXABLE)

BOND DATE: _____, [20__]

MATURITY DATE: September 2, _____

REGISTERED OWNER: Treasurer of the County of Sonoma, for and on behalf of the Sonoma County Treasury Pooled Investment Fund

Under and by virtue of Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the Act, the Sonoma County Public Financing Authority, a joint powers authority organized and existing under the laws of the State of California (the "Authority") hereby promises to pay (but only out of the Revenues (as such term is defined in the Resolution of Issuance (as hereinafter defined)) to the registered owner hereof, or registered assigns (the "Owner"), on the Maturity Date identified above (subject to any right of prior redemption hereinafter mentioned), the principal sum specified above in lawful money of the United States of America; and to pay interest thereon at a rate of interest determined pursuant to Resolution No. ____ of the Governing Board of the Authority (the "Resolution

of Issuance"), adopted on _____, 2014, in like money. As used herein, the term "Record Date" shall mean, with respect to any Interest Payment Date (as hereinafter defined), the fifteenth day of the calendar month immediately preceding the applicable Interest Payment Date, whether or not such day is a Business Day (as defined in the Resolution of Issuance. Interest will be payable from the Interest Payment Date next preceding the date of authentication and registration of this Bond, unless one of the following applies: (i) if such date of authentication is an Interest Payment Date, then interest shall be payable from such date of authentication, (ii) except where clause (iii) is applicable, if the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, then interest shall be payable from such Interest Payment Date, or (iii) if the date of authentication is prior to the close of business on the first Record Date or if the Bond Date occurs after the 15th day of the calendar month immediately before the first Interest Payment Date , then interest shall be payable from the Bond Date. Notwithstanding the foregoing, if at the time of authentication of such Bond, interest is in default, interest on that Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment.

The principal of this Bond shall be payable on the Maturity Date. Interest on this Bond shall be payable semiannually on March 2 and September 2 (each an "Interest Payment Date") in each year commencing on September 2, 2015. Principal of and interest on this Bond shall be paid by check of the Treasurer of the Authority ("Authority Treasurer" or "Fiscal Agent") mailed on or before the Interest Payment Date by first class mail, postage prepaid, or upon satisfaction of certain conditions specified in the Resolution of Issuance, by wire transfer or any other method acceptable to the Owner, to the person whose name appears in the Registrations Books as the Owner of such Bond as of the 15th day of the calendar month immediately preceding each Interest Payment Date, to the address of that person on the Registration Books, provided that the payment of principal of the Bond on the Maturity Date and the payment of the principal of the Bond and any premium due upon the redemption thereof shall be payable upon presentation and surrender thereof at maturity or earlier redemption at the office of the Authority Treasurer in Sonoma, California.

This Bond shall bear interest until the principal amount has been paid; provided, however, that if at the Maturity Date, or if at the redemption date of any principal amount of this Bond which has been duly called for redemption as provided in the Resolution of Issuance, funds are available for the payment or redemption thereof in full accordance with the terms of the Resolution of Issuance, such principal amount shall then cease to bear interest.

This Bond is issued by the Authority under the JPA Act and the Resolution of Issuance for the purpose of providing funds to make a loan (the "Loan") to the County of Sonoma (the "County") to make disbursements to property owners for the cost of certain distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements, pursuant to the Sonoma County Energy Independence Program, established by the Board of Supervisors of the County pursuant to its Resolution No. 09-0271 under Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, commencing with Section 5898.10. The obligation of the County to make payments to the Authority of principal and interest on the Loan is a limited obligation secured only as set forth in the related Loan Agreement.

This Bond is secured by the Revenues (as that term is defined in the Resolution of Issuance), including the moneys in the Series 20__ __-__ Account of the Debt Service Fund, and is payable exclusively out of the Series 20__ __-__ Account of the Debt Service Fund as provided in the Resolution of Issuance. This Bond and interest thereon are not payable from the general funds of the Authority or the County. Neither the credit of the County or the Authority nor the taxing power of the County is pledged for the payment of this Bond or the interest thereon, and no Owner of this Bond may compel the exercise of any taxing power by the County or force the forfeiture of any of its property. The principal of, and premium (if any) and interest on this Bond are not a debt of the County nor a legal or equitable pledge, charge, lien or encumbrance upon any of the property of the Authority or the County, or upon any of their income, receipts or revenues, other than the Revenues and the funds described in the Resolution of Issuance. The Authority has no taxing power.

This Bond is transferable by the Owner hereof, in person or by the Owner's attorney duly authorized in writing, at the office of the Fiscal Agent, subject to the terms and conditions provided in the Resolution of Issuance, including the payment of certain charges, if any, upon exchange, transfer, surrender or cancellation of this Bond. Upon transfer, a new registered Bond or Bonds, of any authorized denomination or denominations, of the same maturity, and for the same aggregate principal amount, will be issued to the transferee in exchange therefor.

The Fiscal Agent shall not be required to exchange or to register the transfer of Bonds during the fifteen days immediately preceding any Interest Payment Date or of any Bonds selected for redemption in advance of maturity.

The Fiscal Agent and the Authority may treat the Owner hereof as the absolute owner for all purposes, and the Fiscal Agent and the Authority shall not be affected by any notice to the contrary.

This Bond or any portion of it in the amount of $5,000, or any integral multiple thereof, or in such other denomination or denominations as determined by the Authority Treasurer in accordance with the Resolution of Issuance, is subject to mandatory redemption and payment prior to maturity on any second day of March or September in any year from prepayments of assessments and subject to optional redemption and payment prior to maturity (i) on any date from monies on deposit and available for such purpose in an account of the Escrow Fund established in the Resolution of Issuance (the "Escrow Fund") and (ii) on the 15th calendar day of any month from any source of funds other than prepayment of assessments and moneys in the Escrow Fund by giving at least 30 days' notice of such mandatory or optional redemption, or other such shorter period upon the consent of the owners of any Bonds designated for redemption, by registered or certified mail, postage prepaid, or by personal service to the Owner hereof at the Owner's address as it appears on the registration books of the County and by paying principal and accrued interest together with a premium equal to three percent (3%) of the principal amount or such lesser (or no) premium as may be determined in accordance with the Resolution of Issuance. Interest shall cease to accrue from and after the date of redemption.

Additionally, this Bond or any portion of it in the amount of $5,000, or any integral multiple thereof, or in such other denomination or denominations as determined by the Authority Treasurer in accordance with the Resolution of Issuance, is subject to optional redemption and payment prior to maturity on any date from moneys on deposit and available for such purpose in an account of the Escrow Fund by giving notice on the Redemption Date (unless waived pursuant to the Resolution of Issuance), by registered or certified mail, postage prepaid, or by personal service to the Owner hereof at the Owner's address as it appears on the registration books of the County and by paying principal and accrued interest, without premium. Interest shall cease to accrue from and after the date of redemption.

This Bond shall not be entitled to any benefit under the JPA Act or the Resolution of Issuance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Fiscal Agent.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Sonoma County Public Financing Authority, California has caused this Bond to be signed by the Chair of its Governing Board and by its Secretary, all as of _____, 20__.

COUNTY OF SONOMA, CALIFORNIA

_____ _____

Chair of the Governing Board Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds described in the within mentioned Resolution of Issuance which has been authenticated and registered on _____, 20__.

_____

Treasurer of the
Sonoma County Public Financing Authority

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto _____,

whose tax identification number is _____, the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer the same on the books of the Fiscal Agent with full power of substitution in the premises.

Dated:_____

Signature guaranteed:

_____

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

_____

NOTICE: Signature must be guaranteed by a member of an institution which is a participant in the Securities Transfer Agent Medallion **Program (STAMP) or other similar program.**

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EXHIBIT A – FORM OF BOND A-1

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma
State of California

Item Number: _____

Date: September 23, 2014 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board of Supervisors of the County Of Sonoma Authorizing The Sonoma County Treasury Pooled Investment Fund's Investment In And Purchase Of The Sonoma County Public Financing Authority's Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable), Approving As To Form And Authorizing The Execution And Delivery Of Bond Purchase Agreements In Connection Therewith, And Authorizing Certain Other Matters Relating Thereto,

Whereas, the Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code; and

Whereas, the Governing Board of the Sonoma County Public Financing Authority (the "Authority") has determined pursuant to Resolution No. ___ (the "Resolution of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) and its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds (Taxable) (collectively, the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, for the purpose of providing funds to make separate loans (a loan with respect to each series of Bonds) (collectively, the "Loans") to the County to make disbursements, pursuant to the SCEIP and the contracts governing the aforementioned contractual assessments, to property owners for the cost of Improvements, pursuant to and secured by the Resolution of Issuance in the manner provided therein; and

Whereas, the County heretofore has established the Sonoma County Treasury Pooled Investment Fund (the "County Pool") as a pooled local agency investment fund under the laws of the State of California (including without limitation Government Code Sections 53601 and 53635). The powers of the County Board with respect to the County Pool include the power to

invest money for the benefit of the County and the other participants in the pool, and pursuant to Government Code Section 53607, the County has delegated its authority to invest or to reinvest County funds, including but not limited to the funds of the County Pool, to the Treasurer of the County (the "County Treasurer"); and

Whereas, each of the Bonds will have a maturity of at least 5 years from their respective dates of issuance, and Government Code Section 53601 provides generally that no investment shall be made in any security that at the time of the investment has a term remaining to maturity in excess of 5 years, unless the County Board has granted express authority to make that investment specifically; and

Whereas, pursuant to Government Code Section 53601, the County Board desires to provide express authority for the County Treasurer to invest the County Pool in and to purchase on behalf of the County Pool any series of Bonds issued pursuant to the Resolution of Issuance, including Bonds with a term of more than 5 years, all subject to the limitations set forth in the Resolution of Issuance and the requirements of Section 3 of this Resolution, and to approve the form of, and authorize the execution and delivery of one or more bond purchase agreements (each individually, or collectively, as the context may require, the "Purchase Agreements"), the forms of which are on file with the Clerk of the County Board (the "Clerk").

Now, Therefore, Be It Resolved

1. Recitals. The above recitals, and each of them, are true and correct.

2. Findings; Specific Investment Authorization. The County Board hereby finds and determines that the County Pool's investment in, and purchase of, a portion or all of the Bonds, subject to the terms and conditions set forth in this Resolution, is prudent under the general economic conditions and the anticipated needs of the County Pool. In accordance with Government Code Section 53601, the County Board hereby grants express authority for the County Pool to invest in and purchase the Bonds, including but not limited to those Bonds with a term remaining to maturity in excess of 5 years.

3. Purchase Agreements. The County Treasurer, on behalf of the County Pool, shall enter into a Purchase Agreement with respect to each separate series of Bonds (designated as set forth in the Resolution of Issuance) to be purchased. The Purchase Agreements proposed to be entered into by the County Pool and the Authority, in the form on file with the Clerk, and the purchase of a portion or all of the Bonds pursuant thereto upon the terms and conditions set forth therein, are hereby approved. Subject to the provisions of Section 4 below, the Chair of the County Board, the Vice-Chair of the County Board, and, so long as the delegation of authority under Government Code Section 53607 is in effect, the County Treasurer (each, an "Authorized Officer"), acting singly, is authorized and directed, for and in the name and on behalf of the County Pool, to execute and deliver the Purchase Agreements in substantially said form, with such changes therein as may be requested by Bond Counsel and as the officer executing the same may require or approve, including such matters as are authorized by Section 4 hereof (such approval to be conclusively evidenced by such Authorized Officer's

execution and delivery thereof). The authorization and powers delegated to such Authorized Officers pursuant to this Section 3 shall be valid for a period commencing from the date of adoption of this Resolution through, and including, the last day of the first calendar month in which such last day occurs at least one hundred eighty (180) days after the date of adoption hereof.

4. Terms of Purchase of Bonds. Each Authorized Officer, acting singly, is hereby authorized and directed to act on behalf of the County to establish and determine the aggregate principal amount of all series of Bonds to be purchased by the County Pool under this Resolution, which amount shall not exceed $45,000,000, less an amount equal to the original aggregate principal amount of any bonds issued pursuant the Authority's Resolution No. 09-0359, the Authority's Resolution No. 09-0689, the Authority's Resolution No. 09-1024, the Authority's Resolution No. 10-0324, the Authority's Resolution No. 10-0612, the Authority's Resolution No. 11-0135, the Authority's Resolution No. 11-0506, the Authority's Resolution No. 12-0144, the Authority's Resolution No. 12-0466, the Authority's Resolution No. 13-0117, the Authority's Resolution No. 13-0380, and the Authority's Resolution No. 14-0109 which have not been refunded.

5. Other Acts. The Authorized Officers and all other officers of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution and the Purchase Agreements, including but not limited to a certificate, investor letter, or such other document certifying as to the County and/or County Pool's qualifications as a purchaser of the Bonds, as appropriate, and any such actions previously taken by such officers are hereby ratified and confirmed.

6. Effective Date. This Resolution shall take effect immediately upon adoption.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma
State of California

Item Number: _____

Date: September 23, 2014 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board of Supervisors Of the County Of Sonoma, State of California, Consenting To The Withdrawal Of Funds From The Sonoma County Treasury Pooled Investment Fund And The Purchase Of Sonoma County Public Financing Authority's Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) By The Treasurer Of Sonoma County For And On Behalf Of The Sonoma County Water Agency,

Whereas, the Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code; and

Whereas, the Governing Board of the Sonoma County Public Financing Authority (the "Authority") has determined pursuant to Resolution No. _____ (the "Resolution of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) and its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds (Taxable) (collectively, the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, for the purpose of providing funds to make separate loans (a loan with respect to each series of Bonds) (collectively, the "Loans") to the County to make disbursements, pursuant to the SCEIP and the contracts governing the aforementioned contractual assessments, to property owners for the cost of Improvements, pursuant to and secured by the Resolution of Issuance in the manner provided therein; and

Whereas, pursuant to Ordinance No. 5037, the County Board has delegated to the Treasurer of Sonoma County (the "County Treasurer") the authority to invest or reinvest the funds of the County and the funds of other depositors in the County Treasury, and by its Resolution No. 14-0018, the County Board renewed its delegation of authority; and

Whereas, the County has heretofore established the Sonoma County Treasury Pooled Investment Fund (the "County Pool") as a pooled local investment fund under the laws of the State of California; and

Whereas, the Sonoma County Water Agency (the "Agency") invests its funds, including funds in the Warm Springs Dam Debt Service Sinking Fund (the "Sinking Fund"), in the County Pool; and

Whereas, the Board of Directors of the Agency (the "Agency Board") has requested the County Treasurer to withdraw funds in the Sinking Fund from the County Pool and use those funds to invest in and purchase Bonds for and on behalf of the Agency in accordance with the provisions of the Agency's Resolution No. ____ (the "Agency Investment Resolution"); and

Whereas, each of the Bonds will have a maturity of 20 years from their respective dates of issuance, and Government Code Section 53601 provides generally that no investment shall be made in any security that at the time of the investment has a term remaining to maturity in excess of 5 years, unless the legislative body has granted express authority to make that investment specifically; and

Whereas, the Agency Board has provided express authority and direction for the County Treasurer to invest in and purchase Bonds for and on behalf of the Agency using funds available in the Sinking Fund in accordance with the provisions of the Agency Investment Resolution; and

Whereas, the Agency Board has found and determined that that the County Treasurer's investment in, and purchase of, Bonds using moneys in the Sinking Fund, subject to the terms and conditions set forth in the Agency Investment Resolution, is prudent under the general economic conditions and the anticipated needs of the Agency.

Whereas, the Agency Board has sought the advice and consent of the County Board;

Now, Therefore, Be It Resolved

1. Recitals. The above recitals, and each of them, are true and correct.

2. Consent. The County Board hereby acknowledges the request for withdrawal and the express authority granted by the Agency to the County Treasurer pursuant to the Agency Investment Resolution and County Board hereby consents to the withdrawal and the investment in and purchase of Bonds by the County Treasurer for and on behalf of the Agency in accordance with the provisions of the Agency Investment Resolution. The County Board hereby finds and determines that the County Treasurer's investment in, and purchase of, Bonds using moneys in the Sinking Fund, subject to the terms and conditions set forth in the Agency Investment Resolution, is prudent under the general economic conditions and the anticipated needs of the Agency. Further, the County Board authorizes the County Treasurer to invest in and purchase Bonds on a basis which grants priority to purchases of Bonds for and on behalf of the Agency in accordance with the Agency Investment Resolution over purchases of Bonds for and on behalf of the County Pool.

3. Effective Date. This Resolution shall take effect immediately upon adoption.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma
State of California

Item Number: _____

Date: September 23, 2014 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency Requesting The Withdrawal Of Funds From The Sonoma County Treasury Pooled Investment Fund And Authorizing The Sonoma County Treasurer To Use The Withdrawn Funds To Purchase Sonoma County Public Financing Authority's Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable)

Whereas, the Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code; and

Whereas, the Governing Board of the Sonoma County Public Financing Authority (the "Authority") has determined pursuant to Resolution No. _____ (the "Resolution of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) and its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds (Taxable) (collectively, the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, for the purpose of providing funds to make separate loans (a loan with respect to each series of Bonds) (collectively, the "Loans") to the County to make disbursements, pursuant to the SCEIP and the contracts governing the aforementioned contractual assessments, to property owners for the cost of Improvements, pursuant to and secured by the Resolution of Issuance in the manner provided therein; and

Whereas , pursuant to Ordinance No. 5037, the County Board has delegated to the Treasurer of Sonoma County (the "County Treasurer") the authority to invest or reinvest the funds of the County and the funds of other depositors in the County Treasury, and by its Resolution No. 14-0018, the County Board renewed its delegation of authority; and

Whereas, the County has heretofore established the Sonoma County Treasury Pooled Investment Fund (the "County Pool") as a pooled local investment fund under the laws of the State of California; and

Whereas, the Sonoma County Water Agency (the "Agency") invests its funds, including funds in the Warm Springs Dam Debt Service Sinking Fund (the "Sinking Fund"), in the County Pool; and

Whereas, the Board of Directors of the Agency (the "Agency Board") desires that the County Treasurer withdraw funds in the Sinking Fund from the County Pool and use those funds to invest in and purchase Bonds for and on behalf of the Agency in accordance with the provisions of this Resolution; and

Whereas, each of the Bonds will have a maturity of 20 years from their respective dates of issuance, and Government Code Section 53601 provides generally that no investment shall be made in any security that at the time of the investment has a term remaining to maturity in excess of 5 years, unless the legislative body has granted express authority to make that investment specifically; and

Whereas, the Agency Board desires to provide express authority for the County Treasurer to invest in and purchase Bonds for and on behalf of the Agency using funds available in the Sinking Fund in the County Pool in accordance with the provisions of this Resolution.

Now, Therefore, Be It Resolved

1. Recitals. The above recitals, and each of them, are true and correct.

2. Request for Withdrawal and Specific Investment Authorization. The Agency Board hereby requests the County Treasurer to withdraw funds in the Sinking Fund from the County Pool and hereby grants express authority to the County Treasurer to invest in and purchase Bonds for and on behalf of the Agency using the withdrawn funds (including but not limited to determination of the applicable rate for such Bonds, pursuant to Section 2.3 of the Resolution of Issuance). Such request and authorization shall be subject to following:

   a. Bonds eligible to be purchased are only those Bonds with a term remaining to maturity of 20 years that are issued pursuant to the Resolution of Issuance ("Eligible Bonds").

   b. Moneys in the Sinking Fund shall only be withdrawn from the County Pool at the times and in the amounts needed for the purchase of Eligible Bonds, with the amount withdrawn and invested in the Eligible Bonds not to exceed $15,000,000, less an amount equal to the original aggregate principal amount of any bonds issued pursuant the Authority's Resolution No. 09-0359, the Authority's Resolution No. 09-0689, the Authority's Resolution No. 09-1024, the Authority's Resolution No. 10-0324, the Authority's Resolution No. 10-0612, the Authority's Resolution No. 11-0135, the Authority's Resolution No. 11-0506, the Authority's Resolution No. 12-0144, the

Authority's Resolution No. 12-0466, the Authority's Resolution No. 13-0117, the Authority's Resolution No. 13-0380, and the Authority's Resolution No. 14-0109 which have not been refunded. The Agency Board acknowledges that any withdrawal shall be at the market value of the County Pool as of the date of the withdrawal.

c. Principal of, and premium (if any) and interest on the Eligible Bonds shall be deposited in the Sinking Fund in the County Pool and shall not be reinvested in Eligible Bonds.

3. Finding. The Agency Board hereby finds and determines that the County Treasurer's investment in, and purchase of, Eligible Bonds using moneys in the Sinking Fund, subject to the terms and conditions set forth in this Resolution, is prudent under the general economic conditions and the anticipated needs of the Agency.

4. Effective Date. This Resolution shall take effect immediately upon adoption.

5. Transmittal. The Secretary of the Agency is hereby directed to file a certified copy of this Resolution with the County Treasurer and with the County Board for their advice and consent.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma
State of California

Item Number: _____

Date: September 23, 2014 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving As To Form And Authorizing The Execution And Delivery Of Loan Agreements In Connection With The Sale And Issuance By The Sonoma County Public Financing Authority Of Its Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable), And Authorizing Certain Other Matters Relating Thereto

Whereas, the Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code; and

Whereas, the Governing Board of the Authority has determined pursuant to Resolution No. ____ (the "Resolution of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) and its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds (Taxable) (collectively, the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, for the purpose of providing funds to make separate loans (a loan with respect to each series of Bonds) (the "Loans") to the County to make disbursements, pursuant to the SCEIP and the contracts governing the aforementioned contractual assessments, to property owners for the cost of Improvements, pursuant to and secured by the Resolution of Issuance in the manner provided therein; and

Whereas, in order to effect the issuance of the Bonds, the County desires to approve the forms of, and authorize the execution and delivery of, one or more loan agreements (each, a "Loan Agreement" and collectively, the "Loan Agreements"), the forms of which are on file with the Clerk of the County Board (the "Clerk"); and

Whereas, the issuance of the Bonds and the execution and delivery of the Loan

Agreements to provide funding for and in accordance with the SCEIP will provide significant public benefits to the citizens of the County in the form of more efficient delivery of the SCEIP to residential and commercial development within the County.

Now, Therefore, Be It Resolved

1. Recitals. The above recitals, and each of them, are true and correct.

2. Loan Agreements. The Loan Agreements, proposed to be entered into by and between the County and the Authority, in the form presented at this meeting and on file with the Clerk, are hereby approved. Each of the Chairman of the County Board, the County Administrator, the Auditor-Controller-Treasurer-Tax Collector, and the Revenue & Debt Division Manager, or any of them, or their designee (each, an "Authorized Officer"), is hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Loan Agreements in substantially said form, subject to the parameters in the Resolution of Issuance and with such changes therein as may be requested by Bond Counsel and as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof). The authorization and powers delegated to such Authorized Officers pursuant to this Section 2 shall be valid for a period commencing from the date of adoption of this Resolution through, and including, the last day of the first calendar month in which such last day occurs at least one hundred eighty (180) days after the date of adoption hereof.

3. Other Acts. The Authorized Officers and all other officers of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution, the SCEIP, and the Loan Agreements, and any such actions previously taken by such officers are hereby ratified and confirmed.

4. Effective Date. This Resolution shall take effect immediately upon adoption.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma
State of California

Attachment F

Item Number:

Date: September 23, 2014

Resolution Number: 14-

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, To Determine The Interest Rate For The Interest Rate Period Beginning September 2, 2014 In Connection With The Sonoma County Energy Independence Program Bonds

Whereas, the Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments (the "Assessments") pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code").

Whereas, the Governing Board of the Sonoma County Public Financing Authority (the "Authority") has determined pursuant to its Resolution 09-0359, Resolution No. 09-0689, Resolution No. 09-1024, Resolution No. 10-0324, Resolution No. 10-0612, Resolution No. 11-0135, Resolution No. 11-0506, Resolution No. 12-0144, Resolution No. 12-0466, and Resolution No. 13-0117 (collectively, the "Resolutions of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) (the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, pursuant to and secured by the Resolutions of Issuance in the manner provided therein, for the purpose of providing funds to make separate loans (a "Loan" with respect to each series of Bonds and collectively, the "Loans") to the County pursuant to loan agreements (each, a "Loan Agreement" and collectively, the "Loan Agreements") for the County to make disbursements to property owners, pursuant to the SCEIP and the contracts governing the Assessments, for the cost of Improvements.

Whereas, the Treasurer of the County of Sonoma, for and on behalf of the County Pool, and for and on behalf of the Sonoma County Water Agency, is the purchaser (the "Purchaser") of every series of Bonds issued and outstanding pursuant to the Resolutions of

Issuance (such collection of bonds being the "County Bonds"), with the exception of the Series A-2011A-20 Bond sold to an Alternate Purchaser.

Whereas, pursuant to Section 2.3 of the Resolutions of Issuance, the interest rate for the County Bonds is three percent (3 %) per annum and is subject to change at the end of each Interest Rate Period (as that term is defined in the Resolutions of Issuance).

Whereas, pursuant to Section 2.3 of the Resolutions of Issuance, the Authority, the County and the purchaser of any series of Bonds may determine the interest rate for a series of Bonds upon expiration of each Interest Rate Period.

Whereas, pursuant to Section 2.2 of the Loan Agreements in connection with the County Bonds, the interest rate for the Loans in connection with County Bonds is three percent (3 %) per annum and is subject to change at the end of each Interest Rate Period (as that term is defined in the Loan Agreements).

Whereas, pursuant to Section 2.2 of the Loan Agreements, the Authority, the County and the purchaser of any series of Bonds may determine the interest rate for the Loans upon expiration of each Interest Rate Period.

Whereas, pursuant to Section 2.3 of the Resolutions of Issuance and Section 2.2 of the Loan Agreements, the Authority, the County and the Purchaser wish to establish at three percent (3%) per annum the interest rate for the Interest Rate Period beginning September 2, 2014.

Now, Therefore, Be It Resolved, on behalf of the State of California, after a duly noticed public hearing, the Board of Supervisors of the County of Sonoma resolves and finds as follows:

1. Recitals. The above recitals, and each of them, are true and correct.

2. Interest Rate for Bonds. Pursuant to Section 2.3 of the Resolutions of Issuance, the County Board hereby determines that the interest rate for the Interest Rate Period beginning on September 2, 2014 for each series of County Bonds shall be three percent (3%) per annum.

3. Interest Rate for Loan Agreements. Pursuant to Section 2.2 of the Loan Agreements the County Board hereby determines that the interest rate for the Interest Rate Period beginning on September 2, 2014 for each Loan Agreement in connection with the County Bonds shall be three percent (3%) per annum.

4. Other Acts. The Chair, the Vice Chair, and other officers of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in

order to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.

5. Effective Date. This Resolution shall take effect immediately upon adoption.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma
State of California

Attachment G

Item Number:

Date: September 23, 2014 Resolution Number: 14-

☐ 4/5 Vote Required

A Resolution Of The Governing Board Of The Sonoma County Public Financing Authority To Determine The Interest Rate For The Interest Rate Period Beginning September 2, 2014 In Connection With The Sonoma County Energy Independence Program Bonds

Whereas, the Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments (the "Assessments") pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code").

Whereas, the Governing Board of the Sonoma County Public Financing Authority (the "Authority") has determined pursuant to its Resolution 09-0359, Resolution No. 09-0689, Resolution No. 09-1024, Resolution No. 10-0324, Resolution No. 10-0612, Resolution No. 11-0135, Resolution No. 11-0506, Resolution No. 12-0144, Resolution No. 12-0466, and Resolution No. 13-0117 (collectively, the "Resolutions of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) (the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, pursuant to and secured by the Resolutions of Issuance in the manner provided therein, for the purpose of providing funds to make separate loans (a "Loan" with respect to each series of Bonds and collectively, the "Loans") to the County pursuant to loan agreements (each, a "Loan Agreement" and collectively, the "Loan Agreements") for the County to make disbursements to property owners, pursuant to the SCEIP and the contracts governing the Assessments, for the cost of Improvements.

Whereas, the Treasurer of the County of Sonoma, for and on behalf of the County Pool, and for and on behalf of the Sonoma County Water Agency, is the purchaser (the "Purchaser") of every series of Bonds issued and outstanding pursuant to the Resolutions of

Issuance (such collection of bonds being the "County Bonds"), with the exception of the Series A-2011A-20 Bond sold to an Alternate Purchaser.

Whereas, pursuant to Section 2.3 of the Resolutions of Issuance, the interest rate for the County Bonds is three percent (3 %) per annum and is subject to change at the end of each Interest Rate Period (as that term is defined in the Resolutions of Issuance).

Whereas, pursuant to Section 2.3 of the Resolutions of Issuance, the Authority, the County and the purchaser of any series of Bonds may determine the interest rate for a series of Bonds upon expiration of each Interest Rate Period.

Whereas, pursuant to Section 2.2 of the Loan Agreements in connection with the County Bonds, the interest rate for the Loans in connection with County Bonds is three percent (3 %) per annum and is subject to change at the end of each Interest Rate Period (as that term is defined in the Loan Agreements).

Whereas, pursuant to Section 2.2 of the Loan Agreements, the Authority, the County and the purchaser of any series of Bonds may determine the interest rate for the Loans upon expiration of each Interest Rate Period.

Whereas, pursuant to Section 2.3 of the Resolutions of Issuance and Section 2.2 of the Loan Agreements, the Authority, the County and the Purchaser wish to establish at three percent (3%) per annum the interest rate for the Interest Rate Period beginning September 2, 2014.

Now, Therefore, Be It Resolved the Governing Board of the Sonoma County Public Financing Authority hereby finds, determines, resolves and orders as follows:

1. Recitals. The above recitals, and each of them, are true and correct.

2. Interest Rate for Bonds. Pursuant to Section 2.3 of the Resolutions of Issuance, the Authority Board hereby determines that the interest rate for the Interest Rate Period beginning on September 2, 2014 for each series of County Bonds shall be three percent (3%) per annum.

3. Interest Rate for Loan Agreements. Pursuant to Section 2.2 of the Loan Agreements the Authority Board hereby determines that the interest rate for the Interest Rate Period beginning on September 2, 2014 for each Loan Agreement in connection with the County Bonds shall be three percent (3%) per annum.

4. Other Acts. The Authorized Officers (as that term is defined in Section 11.1 the Resolutions of Issuance) and all other officers of the Authority are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes

of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.

5. Effective Date. This Resolution shall take effect immediately upon adoption.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 30
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: September 23, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Veronica Ferguson 565-2241
Bruce Goldstein 565-2421

Supervisorial District(s):

Title: County Legal Services Project for Unaccompanied/Undocumented Minors

Recommended Actions:

1. Authorize County attorneys to represent a limited number of undocumented/unaccompanied children in federal deportation proceedings, on a pro bono basis, with the assistance of other County support and staff.
2. Find, under Government Code section 26277, that committing County resources to such a program is necessary to meet the social needs of the community, serves a critical public purpose, and is in the best interest of the County and general public.

Executive Summary:

The Legal Services Project for Unaccompanied Minors would provide attorney representation for selected children in deportation proceedings, primarily from the North Bay, with a priority given for those placed in Sonoma County. County Counsel would take the lead with the County Administrator's Office in coordinating the program but participating Departments would include the Department of Health Services, Human Services Department, Public Defender's Office, and Department of Child Support Services.

Background

There is a legal representation crisis for undocumented/unaccompanied children who are now in deportation proceedings that the County has an opportunity to help address. The United States is currently experiencing an unprecedented wave of children traveling from Central America through Mexico, without parents or other family members, and arriving at our southern border. The number of these children detained by the Department of Homeland Security (DHS) has increased from an average of 6,500 per year prior in 2011 to 60,000-90,000 children expected in 2014. Although in 2011 the number reflected mostly teenage boys, the current group includes a much higher proportion of girls and younger children. In Marin County alone almost 100 children have been placed in sponsored care. Cases in San Francisco immigration court have skyrocketed and have overwhelmed local legal resources.

Case court calendars on single days sometimes exceed 100 youth with statistics showing that 9 out of 10 children without representation are deported while those represented are able to stay under legal protected status about 50% of the time.

Due to the growing humanitarian crisis caused by the rapid increase seen in this population, the National Association of Counties (NACo) adopted a resolution at their annual conference calling on the Obama Administration and Congress to provide public service assistance. In recognition of the judicial impacts, on August 20, 2014, Attorney General Kamala Harris convened a meeting in San Francisco of legal service leaders and declared a legal crisis in the thousands of kids facing deportation proceedings without legal representation. Recently the Attorney General and Governor announced the introduction of legislation (AB 1476/1477 and SB 872/873), to provide $3 million in funding for non-profits to begin to address this problem. On August 27, 2014, the San Francisco Board of Supervisors appropriated $100,000 to support a local nonprofit to provide legal services to these children. Even with the funds allocated by the San Francisco Board and possibly eventually by the State, most children will remain unrepresented which ultimately will result in their deportation - regardless of their eligibility for relief due to abandonment, human trafficking, violence, persecution, or being a crime victim.

Sonoma County has an opportunity to be a leader in creating the first local government public law program (modeled loosely on Schools of Hope) where County attorneys and other volunteers from County departments handle a limited number of these cases during County work time. Initially, the Project will entail one case per volunteer attorney with an anticipated total of 8-10 cases. The most complicated cases are estimated to take about 40-60 hours each with an approximate average of 30 hours per case overall. Volunteer attorneys would be drawn from County employees along with other volunteer case services, e.g. interpreters, legal assistants, social workers, forensic interviewers, and medical/nurse examiners (all as needed to support a case). Legal training would be provided free of charge from immigration organizations and each attorney would be paired with a volunteer immigration/deportation expert as a mentor. Where possible, the reach of the program and possible support services will be expanded through recruiting the help of the Sonoma County Bar Association, Empire Law School and local non-profit agencies including Social Advocates for Youth (SAY), Catholic Charities, and Court Appointed Special Advocates (CASA). This Project would be a replicable model program that could make a life saving difference in the lives of vulnerable youth.

Prior Board Actions:

On August 19, 2014, the Board amended its legislative program to support action to address the growing crisis of unaccompanied minors crossing the border and authorizing the Human Services Department to explore a temporary shelter program to address the humanitarian crisis of unaccompanied minors.

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

Advocating for unaccompanied immigrant minors contributes to having safe community members and providing and engaging civil services align with our highest ideals of protecting children from violence and exploitation.

Fiscal Summary - FY 14-15			
Expenditures		**Funding Source(s)**	
Budgeted Amount	$		$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):

Using the School of Hope model, volunteer County attorneys and other staff would use existing County and department resources and work time to provide legal representation to selected minors.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Related Items "On File" with the Clerk of the Board:

County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 38
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: September 23, 2014

Vote Requirement: No Vote Required

Department or Agency Name(s):

Staff Name and Phone Number:
Ed Buonaccorsi: 707-565-3193

Supervisorial District(s):
All

Title: California Uniform Construction Cost Accounting Commission Decision

Recommended Actions:

Pursuant to Public Contract Code section 22044 the County of Sonoma shall report findings as determined by the California Uniform Construction Cost Accounting Commission. Information only. No vote required.

Executive Summary:

In July of 2013, the Main Adult Detention Facility ("MADF") kitchen sewer system failed to the point where kitchen operations were suspended due to health and sanitary concerns. The MADF provides kitchen services for up to 916 inmates at the MADF; there is a second detention facility located eight (8) miles north called the North County Detention Facility ("NCDF") which has its own kitchen facility for 560 inmates. Approximately 3,300 meals are served between the two separate facilities, plus additional meals are prepared for inmates with medical requirements, staff and for those in booking. Subsequent meal preparation operations were immediately diverted to the NCDF utilizing temporary modifications to meet the daily meal preparation demands. In response, County staff initiated efforts to clear out and replace portions of the failed sewer lines to allow MADF kitchen operations to resume as quickly as possible. In undertaking the work, County staff determined that the work fell within the definition of maintenance under the California Uniform Cost Accounting Act (ACT) which includes "routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes," and "work performed to keep, operate, and maintain publicly owned water, power or *waste disposal systems*...". California Public Contract Code Section 22002(d)(1),(4) (emphasis added). Based on this determination, County maintenance staff was used to clear out the sewer lines and perform the subsequent repairs required to enable the facility to resume operations. Work began the first week of August, 2013, and was completed in November, which included replacing the failed sewer lines under the kitchen and completing other deferred maintenance work while the food preparation operations were being performed off site.

In July 2014 the Construction Industry Force Account Council (CIFAC) submitted a request to the California Uniform Cost Accounting Commission to perform an account review of the work perform by the County contending that the County had exceeded the $45,000 force account limit and that the work was improperly classified as maintenance. CIFAC also asserted that, while the work may have fallen into the exception for emergency work, the project was never formally identified as an emergency and emergency procedures were not followed. County Counsel has provided support to General Services throughout this incident from the Commission's public information request including assisting General Services Department with the August 12 response to the California Uniform Construction Cost Accounting Commission ("Commission").

As a result of the complaint, County General Services staff attended the August 14 hearing of the Commission. At that hearing, the Commission heard the basis of the complaint and the circumstances which prompted the County's actions. At the conclusion, the Commission determined the County of Sonoma violated the California Uniform Construction Cost Accounting Act (Act) by exceeding the $45,000 force account limit. The Commission also concluded that the violation in limits could have been avoided if an emergency declaration had been enacted and/or if the work had been halted upon reaching the force account limit and a process had been initiated to design, bid and award a contract for the remaining work. The Commission also recognized that this is the first violation by the County of Sonoma within a ten-year period.

On September 2, 2014, the County was notified of the Commission's findings and that the County would be on record of receiving a "warning". Public entities that receive more than three warnings in a ten year basis are at risk of not being allowed to undertake force account work in the future. In essence, the Commission stated in its notification that if the County's governing board had been requested to declare an emergency, the County would not have violated the Act. Pursuant to Public Contract Code section 22044 the County of Sonoma is obligated to present the California Uniform Construction Cost Accounting Commission findings to the Board of Supervisor within 30 days of receipt of Commissions findings. Staff is accepting of these findings and has implemented corrective actions to strengthen the processes utilized in responding to and performing emergency maintenance type work in the future.

These actions include:

- Meeting and informing General Services Facilities Management and Development Managers and office staff related to Commission findings and steps to stay in compliance with Act.
- Changing policy related to approving projects exceeding $30,000, now require approval by the Director or Deputy Director (Act allows projects up to $45,000).Changed "Estimate Request Form" to include statement on the form requiring the Director or Deputy Director signature on all and any projects over $30,000.Management Team meets weekly to review all new project requests.
- Any work classified as emergency will automatically trigger an assessment of value and the subsequent submittal of a request for approval to the Board of Supervisors for all work projected to exceed $45,000 in value and ,
- Establishing an annual training program on force account regulations and utilization for County of Sonoma personnel, departments and other local agencies (by invitation). First session is scheduled to occur within 90 days.

Full compliance with the California Uniform Cost Accounting Act (ACT) has and continues to be a requirement for all County work efforts that are governed by the Act. Staff is prepared to discuss the corrective measures taken to date in respond to the Commission findings at the Board meeting.

Prior Board Actions:

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 14-15

Expenditures		**Funding Source(s)**	
Budgeted Amount	$		$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):

No current fiscal impact.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Attachment A: California Uniform Construction Cost Accounting Commission Finding

Related Items "On File" with the Clerk of the Board:

California Uniform Construction Cost Accounting Commission

Attachment A

George Hicks
Director of Public Works
City of Fairfield
Cities
Chair-CUCCAC

Linda Clifford
Chief Financial Officer
C C Myers, Inc
Contractors State License Board
Appointed
Vice Chair-CUCCAC

Guiselle Carreon
Commercial Warrants and Accounts
Payable Manager
San Diego County Office of
Education Schools
Secretary-CUCCAC

Jeff Armstrong
Northern CA Laborers' Union
Labor

Eddie Bernacchi
NECA, Politico Group
Subcontractors

Robert R. Campbell
Auditor-Controller
Contra Costa County
Counties

Will Clemens
Public Works Dept Administrator
San Luis Obispo County
Counties

Cesar Diaz
Legislative Director
State Building and Construction
Trades Council
Labor

William R Dildine
Trojan Electric, Inc
Subcontractors

Lisa Ekers
Port Director
Santa Cruz Harbor
Special Districts

Steven L Hartwig
Director of Public Works
City of Vacaville
Cities

Nathaniel Holt
Director of Purchasing and Contracts
Pomona Unified School District
Schools

David A. McCosker
Chairman of the Board
Independent Construction Co.
General Contractors

September 2, 2014

Ed Buonaccorsi
General Services Deputy Director
Facilities Development & Management
County of Sonoma
2300 County Center Drive, A220
Santa Rosa, CA 95403

Dear Mr. Buonaccorsi:

The Construction Industry Force Account Council (CIFAC) filed a request with the California Uniform Construction Cost Accounting Commission (Commission) to perform an account review of the Main Adult Detention Facility Sewer Repair Project within the County of Sonoma. CIFAC reported this construction project exceeded the $45,000 force account limit and was improperly classified as maintenance pursuant to Public Contract Code (PCC) sections 22042(b) and 22042(c), respectively.

This matter was considered by the Commission at our August 14, 2014 meeting. After considering the evidence submitted, the testimony of you and others, and deliberation, the Commission determined that the County of Sonoma, Main Adult Detention Facility Sewer Repair Project did violate the Uniform Public Construction Cost Accounting Act (Act) by exceeding the $45,000 force account limit. The Commission concluded this violation could have been avoided by the Governing Board's adoption of a resolution publicly declaring the project an emergency as provided by Public Contract Code section 22050 or cessation of work and bidding the balance of the Project upon reaching the force account limit. This is the first violation by the County of Sonoma within a ten-year period.

Based on comments made at the Commission's August 14, 2014 meeting, the Commission understands that the County of Sonoma will be making procedural changes to its policies and practices to avoid these issues on similar projects. We thank and commend you for your commitment to address these issues.

Pursuant to PCC section 22044, the County of Sonoma "...shall present the commission's findings to its governing body and that governing body shall conduct a public hearing with regard to the commission's findings within 30

State Controller's Office-County Policy Section
P.O. Box 942850, Sacramento, CA 94250
Phone: 916-323-2378 * Fax: 916-327-3162

California Uniform Construction Cost Accounting Commission

George Hicks
Director of Public Works
City of Fairfield
Cities
Chair-CUCCAC

Linda Clifford
Chief Financial Officer
C.C. Myers, Inc.
Contractors State License Board
Appointed
Vice Chair-CUCCAC

Guiselle Carreon
Commercial Warrants and Accounts
Payable Manager
San Diego County Office of
Education Schools
Secretary-CUCCAC

Jeff Armstrong
Northern CA Laborers' Union
Labor

Eddie Bernacchi
NECA, Politico Group
Subcontractors

Robert R. Campbell
Auditor-Controller
Contra Costa County
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Will Clemens
Public Works Dept. Administrator
San Luis Obispo County
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Cesar Diaz
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days of receipt of the findings." Please submit a copy of the County of Sonoma's governing board's meeting minutes by mail to:

California Uniform Construction Cost Accounting Commission
c/o State Controller's Office
Division of Accounting and Reporting
County Policy Section
P.O. Box 942850
Sacramento, California 94250

Thank you for attending the meeting and we appreciate your cooperation with the Commission and Controller's staff in resolving this matter. If you have any questions regarding this matter, please contact me at (707) 428-7493.

Sincerely,

George Hicks
Chairman

cc: Cathryn Hilliard, CIFAC (via email)
Lili Apgar, State Controller's Office (via email)
Jose Obregon, Director, Sonoma County General Services
David McFadden, Deputy County Counsel, Sonoma County Counsel