

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

TUESDAY

FEBRUARY 21, 2017

10:00 A.M.

(PLEASE NOTE: The morning session commences today at 10:00 a.m., and not 8:30 a.m.

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

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

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

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

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

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

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

Public Transit Access to the County Administration Center:

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

APPROVAL OF THE CONSENT CALENDAR

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

PUBLIC COMMENT

Any member of the public 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 time 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.

10:00 A.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA

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

II. CONSENT CALENDAR

COMMUNITY DEVELOPMENT COMMISSION

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

1. Coordinated Intake Project Expansion
 - A) Approve the Commission's acceptance of an initial \$247,793 award of Housing and Urban Development (HUD) Continuum of Care funds, to expand the current Coordinated Intake Pilot Project (Project) to serve all homeless persons within Sonoma County.
 - B) Authorize the Executive Director of the Community Development Commission (Commission) to execute a contract with Catholic Charities for full implementation of the Project, in the amount of \$239,688.
 - C) Approve the Commission's acceptance of a \$50,000 award of HUD Continuum of Care funds, and automatic annual renewals of this award in fiscal years 2017-18 and 2018-19, to supplement existing HUD Continuum of Care funding for the Homeless Management Information System.
 - D) Adopt a Resolution Adjusting the Fiscal Year 2016-17 Budget by \$310,293 to reflect the receipt of two grants from HUD, as well as the required cash match of \$12,500 from participating agencies.

SONOMA COUNTY WATER AGENCY

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

2. Authorize Water Agency's General Manager to execute the Second Amended Agreement for Assistance with Groundwater Management Planning with Pete Parkinson increasing the amount by \$50,000, expanding the scope of work to include Groundwater Sustainability Agency formation and related matters, and extending the agreement term by one year for a new not-to-exceed agreement total of \$165,000 and end date of June 30, 2018.
3. Laguna-Mark West Creek Watershed Restoration Plan Grant
 - A) Adopt a resolution authorizing the Water Agency's General Manager to execute a Grant Agreement with the California Department of Fish and Wildlife to receive \$517,000 for the Laguna-Mark West Creek Watershed Master Restoration Planning Project, and taking related actions (agreement terminates 12/31/2020).
 - B) Authorize the Water Agency's General Manager to execute professional services agreements with (1) San Francisco Estuary Institute for development and preparation of the Watershed Restoration Master Plan in the amount of \$577,000; and (2) the Laguna de Santa Rosa Foundation in the amount of \$25,000 for technical assistance, public outreach and facilitation services related to the Master Plan development (both agreements terminate 12/31/2020). (Third, Fourth and Fifth Districts)

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

4. Review and accept the quarterly Treasury Financial Report for the period of October 1 through December 31, 2016.
5. Agreement between the Auditor-Controller-Treasurer-Tax Collector and The Data Center for producing and mailing annual property tax statements.
 - A) Authorize the Auditor-Controller-Treasurer-Tax Collector to negotiate and execute an agreement with The Data Center, LLC to produce and mail Sonoma County property tax statements for a period of five years in an amount not to exceed \$750,000 over the term of the contract, with the option to renew the agreement annually for up to two additional one year periods in an amount not to exceed \$150,000 each year.
 - B) Authorize the Auditor-Controller-Treasurer-Tax Collector to amend the agreement for minor changes or additions that do not significantly change the scope of services in a form to be approved by County Counsel in an amount not to exceed \$100,000 during the term of the agreement.

BOARD OF SUPERVISORS

6. Adopt a Resolution exercising original jurisdiction for a Use Permit modification to consider the request for agricultural promotional events, participation in industry wide events, and winery related luncheons and dinners at the existing Bella Winery, Vineyards, and Wine Caves. (Fourth District)

COUNTY ADMINISTRATOR

7. Agreement between Northern Sonoma County Air Pollution Control District and County of Sonoma
 - A) Authorize the Chair of the Board of Supervisors to execute an Agreement between the Northern Sonoma County Air Pollution Control District and the County of Sonoma for the County to provide administrative support services for a term of 5 years.
 - B) Adopt a Resolution authorizing addition of the Northern Sonoma County Air Pollution Control District as a Covered Entity to the County's Insurance Programs through the California State Association of Counties, Excess Insurance Authority.

COUNTY ADMINISTRATOR/ FIRE AND EMERGENCY SERVICES

8. Adopt a Resolution to Extend the Proclamation of Local Emergency due to the Winter Storm "Double Crest" Event, made by the County Administrator/Director of Emergency Services on January 13, 2017, and the Winter Storm "FourPeat" Event, made by the County Administrator/Director of Emergency Services on February 10, 2017, extending the emergency for an additional 30 days, and continue waiving permit fees for repair work related to the both events.

9. Fire Services Advisory Council Appointments
 - A) Adopt a resolution creating one new seat and one alternate seat on the Fire Services Advisory Council to be filled by representatives selected by the Sonoma County Volunteer Fire Company Association.
 - B) Amend the bylaws of the Fire Service Advisory Council to include the additional seat.
 - C) Appoint Mike Mickelson, Chief of Wilmar Volunteer Fire Company, as the member and Ed Stump, Board Member of Mountain Volunteer Fire Company as the alternate member for the Sonoma County Volunteer Fire Company Association seat.
 - D) Appoint Fred Peterson, Board Member at Geyserville Fire Protection District, as the alternate member for Region 6.

COUNTY CLERK-RECORDER-ASSESSOR

10. Adopt a Resolution rescinding Resolution No. 65011 and adopt an amended Resolution acknowledging the contributions of and updating the administrative procedures for the County Historical Records Commission.

DISTRICT ATTORNEY

11. Adopt resolutions to continue participation in the Violence Against Women Victim Witness Assistance program:
 - A) Authorizing the District Attorney to sign a contract with the California Office of Emergency Services to continue participation in the program and accept \$521,089 in grant funding for the term July 1, 2016, to June 30, 2017;
 - B) Approving Budget adjustments in the amount of \$122,799 necessary to appropriate grant funding. (4/5 vote)

ECONOMIC DEVELOPMENT BOARD

12. Authorize the Economic Development Director to sign and execute an agreement with Tom West to assist the County with administration of the North Bay North Coast Broadband Consortium (NBNCBC).

INFORMATION SYSTEMS DEPARTMENT

13. Authorize the Information Systems Director to execute Agreements with Convergent Computing, Experis IT, Hicks Professional Group, and Nelson Technology for as-needed technical staffing and consulting services for the three year period from January 1, 2017 through December 31, 2019 for a total not-to-exceed amount of \$1,000,000 each and authorize the Information Systems Director the option to execute two extensions for a period of one year each for the periods January 1, 2020 through December 31, 2020 and January 1, 2021 through December 31, 2021 for a total not-to-exceed amount of \$300,000 per year each.

INFORMATION SYSTEMS DEPARTMENT
AND
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

14. Adopt a Resolution approving the revised records retention schedule for the Permit and Resource Management Department, and authorizing the destruction of records in accordance with the approved schedule.

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

15. Adopt a resolution issuing a roiling permit (Ordinance No. 3836R) and necessary permit extensions to Sonoma County Water Agency for in-channel work and Annual Stream Maintenance Activities.
16. Adopt a Resolution and Conditions of Approval for a Lot Line Adjustment amongst three parcels resulting from Administrative Certificates of Compliance and under one Land Conservation Act Contract, for property located at 9680 Dry Creek Road, Healdsburg; APN's 139-060-029, -028, -031. (Fourth District)
17. Adopt a Resolution and Conditions of Approval for a Lot Line Adjustment between two parcels one subject to a Land Conservation Act Contract, for property located at 12521 and 12707 Old Redwood Highway, Healdsburg; APNs 086-110-023 and 086-110-022. (Fourth District)

**PERMIT AND RESOURCE MANAGEMENT DEPARTMENT/ HEALTH SERVICES/
FIRE AND EMERGENCY SERVICES/ AGRICULTURAL COMMISSIONER**
AND
COMMUNITY DEVELOPMENT COMMISSION

18. Authorize the Directors of the Permit and Resource Management Department, Sonoma County Department of Health Services, Sonoma County Fire and Emergency Services Department, the Agricultural Commissioner and the Executive Director of the Community Development Commission to execute five agreements with selected attorneys to provide hearing officer services on an as-needed basis, in an amount not to exceed \$50,000 per contract per year.

REGIONAL PARKS

19. Adopt a resolution authorizing the Director of Regional Parks to apply for a grant from the California Department of Housing and Community Development in the amount of up to \$705,840 for park renovation projects at Maxwell Farms Regional Park and authorizing the Director of Regional Parks to execute all documents which may be necessary to carry out and administer the grant. (First District)
20. Adopt a Resolution to authorize the Chair to execute the Easement Agreement for the Sebastopol Charter School to exchange easements between the County and Charter Foundation and authorize the Director of Regional Parks to file a Notice of Determination pursuant to the California Environmental Quality Act (CEQA). (Fifth District)

TRANSPORTATION AND PUBLIC WORKS

21. Adopt a Resolution authorizing the Chair to execute a lease agreement with Sprung Instant Structures, Inc. to provide a temporary terminal structure at the Charles M. Schulz – Sonoma County Airport for a lease period of 30 months and total cost of \$164,510. (Fourth District)
22. Approve and authorize the Chair to execute the second amendment to the agreement with OPAC Consulting Engineers amending the scope to include design related construction support services for the Hauser Road Bridge Replacement Project and increasing the contract amount by \$140,220, for a total not-to-exceed amount to \$869,068 with no change to the term ending December 31, 2019. (Fifth District)

APPOINTMENTS/REAPPOINTMENTS

23. Appoint Bonnie Koagedal to the Sonoma County Area Agency on Aging for a two year term beginning February 21, 2017, and ending February 20, 2019. (Second District)
24. Appoint Brandon Stewart to the Sonoma County Veterans Memorial Building Advisory Committee, representing the 2nd District, for a term of 2 years beginning February 21, 2017 and ending February 20, 2019. (Second District)
25. Appoint Matthew Lars Jensen to the Mental Health Board for a term of three years, ending December 31, 2019. (Third District)
26. Appoint Amy Loukonen to the Sonoma County Bicycle and Pedestrian Advisory Committee to serve a two year term beginning February 21, 2017, and ending February 21, 2019. (Fourth District)
27. Appoint L. Jani Sheppard to the Advisory Council to Area Agency on Aging, Sonoma County to serve a two year term beginning February 21, 2017, and ending February 21, 2019. (Fourth District)
28. Appoint William Smith, Jenifer Gomez, and Mike Tierney to the Dry Creek Valley Citizens Advisory Council for a two year term beginning January 1, 2017, and ending December 31, 2018. (Fourth District)
29. Amend the term start and end dates for the reappointment of John Suazo to the Mental Health Board, representing the Fourth District for a three year term beginning January 1 and ending December 31, 2019. (Fourth District)
30. Reappoint Bob Anderson to the Agricultural Preservation and Open Space Fiscal Oversight Commission for a 2 year term effective February 21, 2017 through February 21, 2019. (Fourth District)

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT A DIFFERENT DATE

- 31. Adopt a Gold Resolution honoring Richard Thomas, Nick Frey Community Contribution Award recipient, for his life time of dedication to the development and excellence of viticulture in Sonoma County. (Fourth District)
- 32. Adopt a Gold Resolution honoring Majorie Davis upon her retirement from Fawn Rescue. (First District)
- 33. Adopt a Gold Resolution congratulating Peter Hansen on being named Sonoma's Treasure Artist of 2017. (First District)

III. REGULAR CALENDAR

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

AND

REGIONAL PARKS

- 34. Cresta Ranch: CalRecycle Grant Application for Cannabis Cleanup, adopt a Joint Resolution authorizing submittal of an application for the CalRecycle Farm and Ranch Solid Waste Cleanup and Abatement Grant Program. (First District)

AGRICULTURAL PRESERVE AND OPEN SPACE DISTRICT

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

- 35. Howlett Forest Conservation Easement Acquisition
 - A) Adopt a resolution taking the necessary actions to acquire a conservation easement over the Howlett Forest property for \$6,130,000.
 - B) Authorize the District to advance \$300,000 to cover the Habitat Conservation Fund's contribution towards the acquisition of the conservation easement over the Howlett Forest property. (Fifth District)

36. Adoption of Calabazas Creek and Wright Hill Ranch Management Plans
- A) Adopt a Resolution Determining that the Calabazas Creek Open Space Preserve Resource Management Plan Project and the Wright Hill Ranch Open Space Preserve Management Plan Project (collectively the “Projects”) Will Not Have A Significant Adverse Effect On The Environment; Adopting the Initial Study and Mitigated Negative Declaration for each Project; Adopting Mitigation Measures and a Mitigation Monitoring Plan for Each Project; Approving the Projects; Making Associated Findings; and Authorizing the Filing of a Notice of Determination.
 - B) Authorize the District – per the terms of the Board approved District Fee Lands Strategy - to transition both properties from Tier 2 (no entity to transfer property) to Tier 1 (transfer property to acceptable entity) so that the District may begin taking the necessary steps to prepare for the transfer of these two properties to Sonoma County Regional Parks. (First and Fifth Districts)

COMMUNITY DEVELOPMENT COMMISSION

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

37. Environmental consulting services engagement and Dollar Tree lease extension related to the Roseland Village Redevelopment located at 665 Sebastopol Road, Santa Rosa.
- A) Approve and authorize the Executive Director of the Sonoma County Community Development Commission to execute a Professional Services Agreement with Stantec Consulting Services, Inc. for an amount not to exceed \$316,000, for services associated to coordinating Phase I and Phase II environmental assessments, a community outreach and education program for area residents and business owners, and required reporting activities and related services, using funding secured from the US Environmental Protection Agency (EPA).
 - B) Approve and authorize the Executive Director of the Commission to execute the Fifth Lease Extension Agreement with Dollar Tree Stores, Inc. for partial occupancy of the building located at 665 Sebastopol Road for a period of up to 14 months, commencing May 5, 2017 to July 5, 2018, and approve and authorize the Executive Director to execute an additional extension should conditions warrant with no material changes to the Agreement for a term not to exceed 12 additional months. (Fifth District)

COUNTY ADMINISTRATOR

38. County Immigration Initiative Legislative Update and Timeline.
- A) Accept a report on recent immigration-related legislative and executive actions, authorize the Chair to sign a letter of support for Senate Bill 54 (De Leon) that also advocates for certain amendments, and direct staff to conduct legislative advocacy for SB 54 in accordance with the County’s Legislative Program; and
 - B) Accept an update on the County’s initiative to improve the safety of and enhance access to services for undocumented residents and communities, authorize the extension of the Unaccompanied Child Deportation Defense Program, and approve the Sonoma County Immigration Initiative proposal and timeline.

39. PUBLIC COMMENT ON CLOSED SESSION ITEMS

IV. CLOSED SESSION CALENDAR

40. The Board of Supervisors will consider the following in closed session: 1) Public Employee Appointment: Regional Parks Director. Agency Negotiator: Christina Cramer, Director of Human Resources; 2) Performance Appraisal for Regional Parks Resources (Government Code Section 54957).
41. The Board of Directors, Sonoma County Agricultural Preservation and Open Space District will consider the following in Closed Session: Conference with Legal Counsel - Existing Litigation - Alfred Bordessa and Joseph Bordessa, as Successor- Trustees of the Bruno Bordessa and Dorothy Bordessa Revocable Intervivos Trust (Created by Declaration of Trust Dated June 12, 2000) v. The Sonoma County Agricultural Preservation and Open Space District; and, Does 1 through 20, inclusive. Sonoma County Superior Court Case No. SCV 25694. (Government Code §54956.9 (d)(1)).
42. The Board of Supervisors will consider the following in Closed Session: Conference with Legal Counsel - Existing Litigation - Estate of Andy Lopez, et al. vs. Erick Gelhaus, et al.; USDC Case No. 13-cv-05124-PJH (Government Code §54956.9 (d)(1)).
43. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation pursuant to Government Code 54956.9(d)(2). Significant exposure to litigation: 1 case. (Government Code section 54956.9(d)(2)).
44. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation - Name of Case: Estate of Glenn Swindell v. County of Sonoma USDC 3:15CV00897-KAW. (Government Code Section 54956.9(d)(1)).
45. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation - Name of Case: Marqus Martinez and Daniel Banks v. County of Sonoma, et al. United States District Court – Northern District of California - Case No. 3:15-cv-04574 (Government Code Section 54956.9(d)(1)).
46. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation pursuant to Government Code 54956.9(d)(2). Significant exposure to litigation: 1 case. (Government Code section 54956.9(d)(2)).

V. REGULAR AFTERNOON CALENDAR

47. **RECONVENE FROM CLOSED SESSION**

48. **REPORT ON CLOSED SESSION**

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

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

49. **2:00 P.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS**

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

TRANSPORTATION AND PUBLIC WORKS

50. **2:20 P.M.** - Authorize the Chair to execute agreements and lease with Alaska Airlines and American Airlines for commercial airline passenger service at the Charles M. Schulz – Sonoma County Airport each for a period of 5 years and authorize the Airport Manager to execute any other documents associated with these agreements. (Fourth District)

COUNTY ADMINISTRATOR

51. Pension Reform Ad-Hoc Committee
- A) Approve the scope and charter for the County's 2016 Pension Ad Hoc Committee.
 - B) Establish a new 2017 Independent Citizen's Pension Advisory Committee.
 - C) Approve the scope and charter for the 2017 Independent Citizen's Pension Advisory Committee.
 - D) Delegate to the Pension Ad Hoc Committee co-chairs the ability to recommend Independent Citizen's Pension Advisory Committee appointees. The co-chairs' recommended appointees will be presented to the full Board for approval as a consent item at a future meeting.
52. Permit and Resource Management Department: Review and possible action on the following:
Acts and Determinations of Planning Commission/Board of Zoning Adjustments
Acts and Determinations of Project Review and Advisory Committee
Acts and Determinations of Design Review Committee
Acts and Determinations of Landmarks Commission
Administrative Determinations of the Director of Permit and Resource Management
(All materials related to these actions and determinations can be reviewed at:
<http://www.sonoma-county.org/prmd/b-c/index.htm>)

53. **ADJOURNMENT**

NOTE: The next Board Meeting will be a Regular Meeting held on March 7, 2017 at 8:30 a.m.

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

March 7, 2017 – Budget Policy Workshop



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Commissioners

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

Department or Agency Name(s): Community Development Commission

Staff Name and Phone Number:

Jenny Abramson, 565-7548

Supervisorial District(s):

All

Title: Coordinated Intake Project and Homeless Management Information System Expansions

Recommended Actions:

1. Approve the Commission's acceptance of an initial \$247,793 award of Housing and Urban Development (HUD) Continuum of Care funds, to expand the current Coordinated Intake Pilot Project (Project) to serve all homeless persons within Sonoma County.
2. Authorize the Executive Director of the Community Development Commission (Commission) to execute a contract with Catholic Charities for full implementation of the Project, in the amount of \$239,688.
3. Approve the Commission's acceptance of a \$50,000 award of HUD Continuum of Care funds, and automatic annual renewals of this award in fiscal years 2017-18 and 2018-19, to supplement existing HUD Continuum of Care funding for the Homeless Management Information System.
4. Adopt a Resolution Adjusting the Fiscal Year 2016-17 Budget by \$310,293 to reflect the receipt of two grants from HUD, as well as the required cash match of \$12,500 from participating agencies.

Executive Summary:

Approval of this item will authorize the Executive Director of the Commission to execute a contract with the U.S. Department of Housing and Urban Development (HUD), to enable the Coordinated Intake Pilot Project (Project) to expand to provide crucial assessments and screenings for the entire homeless population. Approval will additionally authorize execution of the Community Development Commission's (Commission's) contract with Catholic Charities for full implementation of the Project.

Discussion:

Coordinated Intake Pilot Project and Full Implementation

The HEARTH Act, passed by Congress in 2009, included a mandate that communities accessing federal Continuum of Care (Continuum) and Emergency Solutions Grant dollars would create a single front door into their homeless services system—a centralized or coordinated intake system that would assess people's needs when they first sought services and refer them appropriately. In order to ensure that local homeless services, shelter, and housing providers remain competitive for \$3.5 million annually in

federal homeless services funding, the County’s Continuum must meet the mandate of implementing a centralized or coordinated intake system.

Sonoma County homeless services agencies began planning for their Coordinated Intake system in 2011. During the planning process, the opportunity arose to fund a pilot project with \$102,198 in Continuum of Care dollars and a local cash match of \$40,000 (funded with Transient Occupancy Tax dollars). Following a Request for Qualifications for a Coordinated Intake operator, a collaborative application by Catholic Charities was selected from two applications to activate and test the project design. Panel members included staff from CDC, Continuum of Care, Human Services Department, Department of Health Services, County Administrator’s Office, 211 Help Line, and a Coordinated Intake Program Design participant. The Project launched in February 2015, targeting homeless families for its pilot implementation.

The Project has now been operational for two years. In its Annual Performance Report for the 2015-16 year, the Project reported assisting 1,853 persons, including 562 through the HOST project and 482 family households with 1,285 family members. Nearly half of those who exited the program during the program year entered shelter, transitional or permanent housing, including 189 people who entered permanent homes of their own. The average number of days between entering the Project and exiting to their own home was a mere 57 days—a 65% drop from a system baseline of 196 days prior to implementing the Project.

In 2015, the Commission applied to HUD for \$247,793 to expand this system to serve the entire homeless population. Approval of this item will authorize the Executive Director of the Commission to enter into contract with HUD, and authorize execution of a contract with Catholic Charities to perform this larger scope of work.

Homeless Management Information System Expansion

HUD also recently awarded the Commission a \$50,000, annually renewable grant to support the expansion of the successful Homeless Management Information System (System). The award will provide funding for software licensing costs for an increasing number of users, increased technical reporting expertise, and backup system administration capacity within the Commission’s existing staff allocation. Approval of this item would authorize the Executive Director of the Commission to enter into contract with HUD. In addition \$12,500 in anticipated user fees to meet cash match requirements are included in the fiscal summary below for your Board’s information.

Prior Board Actions:

8/30/2016 – Authorized amendment of the contract with Catholic Charities, adding \$130,000 to continue operations of the Homeless Outreach Services Field Work team and the Coordinated Intake Pilot Project until June 30, 2017.

5/24/2016 – Authorized renewal of the service agreement with Social Solutions Global, Inc. to continue implementation of Efforts to Outcomes software for the Sonoma County Homeless Management Information System.

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

The Coordinated Intake Project and Homeless Management Information System support countywide homeless programming in Sonoma County.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested	310,293		
Total Expenditures	310,293		
Funding Sources			
General Fund/WA GF			
State/Federal	297,793	297,793	297,793
Fees/Other	12,500	12,500	12,500
Use of Fund Balance			
Contingencies			
Total Sources	310,293	310,293	310,293
Narrative Explanation of Fiscal Impacts:			
<p>HUD award of \$247,793 for Coordinated Intake Expansion: \$8,105 will remain with the Commission for contract administration; the balance of \$239,688 will be allocated to the contract with Catholic Charities as Coordinated Intake operator.</p> <p>HUD award of \$50,000 for Homeless Management Information System Expansion, which requires a \$12,500 user match from participating agencies.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<p>1 – HUD contract for Coordinated Intake Expansion Project 2 – Contract with Catholic Charities for operation of the Coordinated Intake Project 3 – HUD contract for Homeless Management Information System Expansion Project 4 – Budget resolution & documentation</p>			

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

--



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
San Francisco Regional Office
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430

Tax ID No.: 94-2158408
CoC Program Grant Number: CA1471L9T041500
Effective Date:
DUNS No.: 835120304

CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Sonoma County Community Development Commission (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
 - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:

(Signature)

(Typed Name and Title)

(Date)

RECIPIENT

Sonoma County Community Development Commission

(Name of Organization)

By:

(Signature of Authorized Official)

Margaret Van Vliet, Executive Director

(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 94-2158408
CoC Program Grant Number: CA1471L9T041500
Effective Date:
DUNS No.: 835120304

EXHIBIT 1
SCOPE OF WORK for FY2015 COMPETITION

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD’s total funding obligation for this grant and project is \$__247793__, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project’s final operating year under the grant that has been renewed.

Project No.	Performance Period
CA1471L9T041500	

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 0
h. Supportive services	\$ 231583
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 16210

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

Tax ID No.: 94-2158408
CoC Program Grant Number: CA1471L9T041500
Effective Date:
DUNS No.: 835120304

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
------------------	-----------------------	---------------------------	------------------

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:

(Signature)

(Typed Name and Title)

(Date)

RECIPIENT

Sonoma County Community Development Commission

(Name of Organization)

By:

(Signature of Authorized Official)

Margaret Van Vliet, Executive Director

(Typed Name and Title of Authorized Official)

(Date)

**COORDINATED INTAKE EXPANSION PROJECT
PUBLIC SERVICES FUNDING GRANT AGREEMENT
FISCAL YEAR 2016-17**

The following is an agreement, dated for convenience as of March 1, 2017, by and between the Sonoma County Community Development Commission, hereinafter called "COMMISSION," and **Catholic Charities of the Dioces of Santa Rosa** hereinafter called "SUBRECIPIENT."

WITNESSETH:

WHEREAS, COMMISSION administers certain housing and community development activities with funding from federal, state, and local discretionary funding, hereinafter called "Funding"; and

WHEREAS, the County of Sonoma FY 2016-17 Adopted Budget includes **\$239,688** for use by SUBRECIPIENT in fiscal year 2016-17 for the **Coordinated Intake Expansion Project**.

NOW, THEREFORE, COMMISSION and SUBRECIPIENT for and in consideration of their mutual promises and agreements herein contained do agree as follows:

1. Term of Agreement: SUBRECIPIENT agrees to provide the services described in this Agreement for a period beginning March 1, 2016 and continuing until June 30, 2017, unless extended by mutual written agreement of the parties hereto pursuant to paragraph 19 or terminated pursuant to paragraph 2.

If approved by the COMMISSION's governing body, SUBRECIPIENT agrees to provide the services described in this Agreement for a period beginning March 1, 2016 and continuing until June 30, 2019. Second and third year funding is contingent upon adequate funding available in the Public Services category, and full substantive compliance with this funding Agreement during the prior year or two years, as applicable.

2. Termination: At any time and without cause, COMMISSION shall have the right in its sole discretion, to terminate this Agreement by giving thirty (30) days written notice to SUBRECIPIENT. In such event, SUBRECIPIENT shall be entitled to receive full payment for all services satisfactorily rendered and expenses incurred hereunder.

If SUBRECIPIENT shall fail to perform any of its obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, COMMISSION may terminate this Agreement by giving SUBRECIPIENT written notice of such termination. SUBRECIPIENT shall have the right to initiate a cure for the default within thirty (30) days of the date of the written notice of termination of the Agreement for cause, and

shall complete said cure within ninety (90) days of the date of the written notice of termination. If COMMISSION terminates this Agreement for cause, SUBRECIPIENT shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, less the amount of damage, if any, sustained by COMMISSION by virtue of the breach of the Agreement by SUBRECIPIENT.

3. Scope of Services:

3.1 SUBRECIPIENT's Specified Services. SUBRECIPIENT shall, in a manner satisfactory to COMMISSION, perform the services set forth in the following checked exhibits, attached hereto and incorporated herein by specific reference and pursuant to Article 14, Prosecution of Work. In the event of a conflict between the body of this Agreement and any Exhibit hereto, the provisions in the body of this Agreement shall control, unless Exhibit E is attached to this Agreement.

<u>TYPE OF FUNDING</u>	<u>ATTACHED EXHIBITS</u>
<input type="checkbox"/> ESG CFDA #14.231	<input checked="" type="checkbox"/> EXHIBIT A-Scope of Services
<input type="checkbox"/> ESG-State	<input checked="" type="checkbox"/> EXHIBIT B-Budget
<input type="checkbox"/> CDBG CFDA #14.218	<input checked="" type="checkbox"/> EXHIBIT C-Environmental
<input checked="" type="checkbox"/> Continuum of Care #14.267	<input checked="" type="checkbox"/> EXHIBIT D-HMIS
<input type="checkbox"/> Community Services Fund	<input checked="" type="checkbox"/> EXHIBIT E- Federal Funding Requirements
<input type="checkbox"/> LMIHAF	<input checked="" type="checkbox"/> EXHIBIT F-Insurance Requirements for Public Service Programs
<input type="checkbox"/> County TOT	
<input type="checkbox"/> County R&R	
<input type="checkbox"/> _____	

3.2 Cooperation With COMMISSION. SUBRECIPIENT shall cooperate with COMMISSION staff in the performance of all work hereunder.

3.3. Performance Standard. SUBRECIPIENT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in SUBRECIPIENT's profession. COMMISSION has relied upon the professional ability and training of SUBRECIPIENT as a material inducement to enter into this Agreement. SUBRECIPIENT hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of SUBRECIPIENT's work by COMMISSION shall not operate as a waiver or release. If COMMISSION determines that any of SUBRECIPIENT's work is not in accordance with such level of competency and standard of care, COMMISSION, in its sole discretion, shall have the right to do any or all of the following: (a) require SUBRECIPIENT to meet with COMMISSION to review the quality of the work and resolve matters of concern; (b) require SUBRECIPIENT to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

3.4. Assigned Personnel.

3.4.1. SUBRECIPIENT shall assign only competent personnel to perform work hereunder. In the event that at any time COMMISSION, in its sole discretion, desires the removal of any person or persons assigned by SUBRECIPIENT to perform work hereunder, SUBRECIPIENT shall remove such person or persons immediately upon receiving written notice from COMMISSION.

3.4.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by COMMISSION to be key personnel whose services were a material inducement to COMMISSION to enter into this Agreement, and without whose services COMMISSION would not have entered into this Agreement. SUBRECIPIENT shall not remove, replace, substitute, or otherwise change any key personnel without the written notification to COMMISSION.

3.4.3. In the event that any of SUBRECIPIENT's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of SUBRECIPIENT's control, SUBRECIPIENT shall be responsible for timely provision of adequately qualified replacements.

4. Payment: COMMISSION agrees to pay to SUBRECIPIENT amounts not to exceed the costs incurred by SUBRECIPIENT consistent with the budget and other terms contained in Exhibit B attached hereto and incorporated herein by specific reference, and with other provisions of this Agreement. Reimbursement payment will be made in installments in accordance with Exhibit B, Budget, after SUBRECIPIENT submits adequate written documentation of the expenses incurred in a form specified by COMMISSION. Reimbursement requests should be submitted to COMMISSION at least quarterly. In no event shall the total amount payable under this Agreement exceed **\$239,688**.

5. Method and Place of Giving Notice, Submitting Bills, and Making Payments: All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

COMMISSION: Sonoma County Community Development Commission
 1440 Guerneville Road
 Santa Rosa, CA 95403

SUBRECIPIENT: **Catholic Charities of the Diocese of Santa Rosa**
 PO Box 4900
 Santa Rosa, CA 95402

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a

notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph

6. Assignment and Delegation: Except as provided above, neither party hereto shall assign, sublet, or transfer any interest in or duty under, this Agreement without written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

7. Ownership and Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by SUBRECIPIENT or SUBRECIPIENT's subcontractors, Agencies, and other agents in connection with this Agreement shall be the property of COMMISSION. COMMISSION shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, SUBRECIPIENT shall promptly deliver to COMMISSION all such documents, which have not already been provided to COMMISSION in such form or format, as COMMISSION deems appropriate. Such documents shall be and will remain the property of COMMISSION without restriction or limitation. SUBRECIPIENT may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of COMMISSION.

8. Operational Changes: SUBRECIPIENT shall forward any material modifications to its program, policies, or procedures to COMMISSION.

9. Subcontracts: SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. SUBRECIPIENT shall monitor all subcontracted services on a regular basis to ensure contract compliance. SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to COMMISSION along with a summary description of the selection process.

10. Status of Contractor: The parties intend that SUBRECIPIENT, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. SUBRECIPIENT is not to be considered an agent or employee

of COMMISSION and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COMMISSION provides its employees.

11. Insurance: SUBRECIPIENT is required to maintain the insurance specified in Exhibit F, which is attached hereto and incorporated herein by this reference.

12. Indemnification: SUBRECIPIENT agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to COMMISSION, and to defend, indemnify, hold harmless, reimburse and release COMMISSION, its officers, agents and employees from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by COMMISSION to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including SUBRECIPIENT, arising out of or in connection with the performance of SUBRECIPIENT hereunder, whether or not there is concurrent negligence on the part of COMMISSION, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of COMMISSION. If there is a possible obligation to indemnify, SUBRECIPIENT's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. COMMISSION shall have the right to select its own legal counsel at the expense of SUBRECIPIENT, subject to SUBRECIPIENT's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for SUBRECIPIENT or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

13. COMMISSION's Liaison Officer. The COMMISSION shall appoint a designated liaison officer. That officer shall have the authority to monitor the program and fiscal operations of the SUBRECIPIENT on behalf of the COMMISSION. The SUBRECIPIENT shall appoint a representative to be available to the COMMISSION for consultation and assistance during the performance of this Agreement.

14. Prosecution of Work. The execution of this Agreement shall constitute SUBRECIPIENT's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for SUBRECIPIENT's performance of this Agreement shall be extended by a number of days equal to the number of days SUBRECIPIENT has been delayed.

15. 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. 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 Executive Director in a form approved by County Counsel. The Board of Commissioners and/or the Sonoma County Board of Supervisors must authorize all other extra or changed work. Failure of SUBRECIPIENT 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 SUBRECIPIENT shall be entitled to no compensation whatsoever for the performance of such work. SUBRECIPIENT further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed without such express and prior written authorization of the COMMISSION.

16. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits COMMISSION's right to terminate this Agreement pursuant to Article 4.

17. 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 California Code of Civil Procedure § 1856.

No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

18. Reporting: SUBRECIPIENT agrees to provide a written quarterly report ten (10) days after the end of each quarter. Each quarterly report shall describe the progress of the project.

Within ten (10) days after the termination date of this Agreement, SUBRECIPIENT agrees to submit to COMMISSION a final report that will address the accomplishments made during the funding period. All quarterly and final reports shall be submitted in a form specified by COMMISSION.

SUBRECIPIENT, if a non-profit California Corporation, agrees to submit minutes of their Board of Directors meetings to the COMMISSION, electronically or in hard copy, in a timely fashion.

19. Amendments: The COMMISSION or SUBRECIPIENT may amend this Agreement at any time providing that such amendments make specific reference to this Agreement, and are executed in writing, signed by duly authorized representatives of both organizations, and approved by the COMMISSION's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the COMMISSION or SUBRECIPIENT from its obligations under this Agreement.

The COMMISSION may, in its discretion, amend this Agreement to conform to federal, state or local governmental guidelines, policies, and changes in available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COMMISSION and SUBRECIPIENT.

20. Publicity: Any publicity generated by SUBRECIPIENT for the work performed pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of COMMISSION in making the project possible. The words "Sonoma County Community Development Commission" will be explicitly stated in any and all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

21. Representations of Subrecipient.

21.1 Status of Subrecipient. As noted in paragraph 10, SUBRECIPIENT is not to be considered an agent or employee of COMMISSION and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits COMMISSION provides its employees. In the event COMMISSION exercises its right to terminate this Agreement pursuant to Article 2, above, SUBRECIPIENT expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

21.2 Taxes. SUBRECIPIENT agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. SUBRECIPIENT agrees to indemnify and hold COMMISSION harmless from any liability which it may incur to the United States or to the State of California as a consequence of SUBRECIPIENT's failure to pay, when due, all such taxes and obligations. In case COMMISSION is audited for compliance regarding any withholding or other applicable taxes, SUBRECIPIENT agrees to furnish COMMISSION with proof of payment of taxes on these earnings.

21.3 Records Maintenance. SUBRECIPIENT shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to COMMISSION for inspection at any reasonable time. SUBRECIPIENT shall maintain such records for a period of five (5) years following completion of work hereunder.

21.4 Conflict of Interest. SUBRECIPIENT covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. SUBRECIPIENT further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by COMMISSION, SUBRECIPIENT shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with COMMISSION disclosing SUBRECIPIENT's or such other person's financial interests.

21.5 Statutory Compliance. CONTRACTOR 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.

21.6 Nondiscrimination. Without limiting any other provision hereunder, SUBRECIPIENT shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

21.7 AIDS Discrimination. SUBRECIPIENT 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.

21.8 Living Wage Requirements. SUBRECIPIENT shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this contract. Without limiting the generality of the foregoing, SUBRECIPIENT expressly acknowledges and agrees that this contract is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Funding Agreement will be considered a material breach and may result in termination of the Funding Agreement or pursuit of other legal or administrative remedies.

21.9 Assignment of Rights. SUBRECIPIENT assigns to COMMISSION all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by

SUBRECIPIENT in connection with this Agreement. SUBRECIPIENT agrees to take such actions as are necessary to protect the rights assigned to COMMISSION in this Agreement, and to refrain from taking any action which would impair those rights. SUBRECIPIENT's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as COMMISSION may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of COMMISSION. SUBRECIPIENT shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of COMMISSION.

21.10 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of SUBRECIPIENT.

22. Miscellaneous Provisions.

22.1 No Waiver of Breach. The waiver by COMMISSION of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

22.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. SUBRECIPIENT and COMMISSION acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. SUBRECIPIENT and COMMISSION acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

22.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

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

22.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

22.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

22.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

22.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Agreement to be executed by their duly authorized agents this _____ day of _____, 2017.

SONOMA COUNTY COMMUNITY
DEVELOPMENT COMMISSION

By:

Margaret Van Vliet, Executive Director

CATHOLIC CHARITIES OF THE DIOCESE OF SANTA
ROSA

By:

Len Marabella, Executive Director

EXHIBIT A
SCOPE OF WORK

1. Services to be Provided

1.1 SUBRECIPIENT Duties

1.1.1. SUBRECIPIENT shall provide services defined and set forth in Exhibit A-I attached hereto and incorporated by this reference.

1.1.2. SUBRECIPIENT shall provide all necessary qualified personnel for performance of services under this Agreement.

1.1.3. SUBRECIPIENT shall record services and submit reports as required by COMMISSION, enumerating all services delivered to clients. SUBRECIPIENT shall make available to COMMISSION all records necessary to conduct thorough and comprehensive contract monitoring and auditing, and to conduct research and evaluation concerning SUBRECIPIENT and project as appropriate under terms of this Agreement.

1.1.4 SUBRECIPIENT agrees to provide a written quarterly report ten (10) days after the end of each quarter. Each quarterly report shall describe the progress of the project. Within ten (10) days after the termination date of this Agreement, SUBRECIPIENT agrees to submit to COMMISSION a final report that will address the accomplishments made during the funding period. All quarterly and final reports shall be submitted in a form specified by COMMISSION. SUBRECIPIENT, if a non-profit California Corporation, agrees to submit minutes of their Board of Directors meetings to the COMMISSION, electronically or in hard copy, in a timely fashion.

**EXHIBIT A-1
SCOPE OF WORK**

**Catholic Charities of the Diocese of Santa Rosa
Coordinated Intake Expansion Project**

The Coordinated Intake Expansion Project will bring Coordinated Intake to the needed scale to address the 2,906 homeless persons counted in 2015—almost 2,700 of whom are single adults. This expansion project will bring services to the needed scale to serve the entire homeless population. Also, due to an extreme shortage of housing, rapid re-housing and permanent supportive housing providers are finding it difficult to spend funds already awarded, thus this project expansion centralizes housing location efforts for the entire Continuum of Care, engaging landlords, identifying properties that may be leased, and assisting participants with rental interviews and obtaining leases. In order to provide coordinated entry services to the entire single adult homeless population as well as unaccompanied youth, this expansion project increases Coordinated Intake staffing by 4.6 FTEs and adds critical funding for credit and rental application fees and transportation, to quickly house people in this dispersed geography and over-heated market.

Unduplicated Numbers to be served by the project:

800 Individuals (4 month estimate) Households

HMIS Participation

Required Project will be HMIS Service Only setup Not Applicable

- Participant Demographics, Program Entry/Exit, Housing Entry, Services Entry & Referrals, Sonoma Periodic Income TouchPoint

Project Title in HMIS: Sono - CoC, Coordinated Intake for Individuals

If HMIS is Not Applicable, source of data for reporting _____

Non-HMIS documentation to be submitted quarterly:

Homeless Verification and Documentation Requirements per HUD Homeless Status Definition Final Rule, December 5, 2011, CFR Parts 91, 582 and 583:

Required Not Applicable

At-Risk of Homelessness Verification and Documentation Requirements per ESG Interim Rule, December 5, 2012, CFR Parts 91, 582 and 583:

Required (for those referred to Homeless Prevention services) Not Applicable

Verification of Chronic Homelessness History per HUD Chronically Homeless Definition Final Rule, December 4, 2016, 24 CFR Parts 91 and 578 (required of homeless service programs providing case management):

Required Not Applicable

Coordinated Intake Participation

Required Not Applicable (Participants will not meet Homelessness definitions #1 or #2)

Participation in Continuum of Care Program Standards Development and Review

Required Not Applicable

Reporting Requirements:

SUBRECIPIENT shall report quarterly on approved COMMISSION formatted template the following data:

1. Unduplicated Individuals and or Households served during the reporting period
2. Race, Ethnicity and Income levels
3. ESG CAPER data entered and meeting data standards
4. Status on the following CDC approved Outcomes

Outcome Number	Outcome Indicator Select an Outcome Indicator that you will measure your success against.	Project Goal Briefly describe how your project will work towards achievement the specified Outcome Indicator	Quantitative Measure Identify a numerical increase or decrease for the specified Outcome Indicator
1	Ending Homelessness Housing Indicators Outreach or day services: Placement of unsheltered in safe housing or Upstream Indicators	Place unsheltered single adults into safe housing and into permanent housing	25% of unsheltered participants (200 of 800) will be placed in safe housing;
2	Other Ending Homelessness Indicators or Upstream Indicators	Number of program participants indicating satisfaction with referral system	80% or 640 of 800

EXHIBIT B
FISCAL PROVISIONS AND BUDGET

1. Fiscal Responsibilities. In consideration of the obligations to be performed by CONTRACTOR herein, CONTRACTOR shall be reimbursed for its actual costs, within the spending plan/paid according to the schedule depicted in Exhibit B-1. Notwithstanding the foregoing, the total amount to be paid to CONTRACTOR under the terms of this Agreement shall in no case exceed the sum noted in Section 4 of the Agreement.

1.1. Claiming and Documentation. Contractor shall receive reimbursement for its actual expenses by submitting a Subrecipient Reimbursement Request at least quarterly. All costs reported by Contractor in its Subrecipient Reimbursement Request, shall be supported by appropriate accounting documentation. The documentation shall establish that COMMISSION is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Agreement.

1.2. No Supplantation. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other private or federal, state, or local government source. No supplantation of program financing by Contractor is contemplated or allowed.

1.3. Indirect Cost Rate. Contractor is responsible for providing an approved Indirect Cost Rate in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, for the Agreement year, when claiming indirect and/or administrative costs under this Agreement.

1.3.1. CONTRACTOR must submit an Indirect Cost Rate Proposal to COMMISSION for approval within thirty (30) days following execution of this Agreement unless CONTRACTOR has a current negotiated rate letter with another Contractor. In such case, CONTRACTOR must provide a copy of the negotiated rate letter within the above timeframe.

1.3.2. Indirect and/or administrative costs intended to be claimed under this Agreement will not be reimbursed without an approved Indirect Cost Rate or the provision of CONTRACTOR's cost allocation plan for the Agreement year.

1.4 Financial Records. Contractor understands and accepts its obligation to establish and maintain records of all program expenditures.

1.4.1. CONTRACTOR shall make available for inspection and audit to representatives of COMMISSION, county, federal, and/or state governments all books, financial records, program information, and other records pertaining to the overall operation of CONTRACTOR and this Agreement, and shall allow said representatives to review and inspect its facilities and program operation of this Agreement to assure compliance with all applicable local, state, and/or federal regulations. CONTRACTOR shall maintain the accounting records in conformity with generally accepted accounting principles and as directed by COMMISSION.

1.4.2. If it should be determined during the term of this Agreement by the COMMISSION and/or Board of Commissioners that funds are not being utilized by CONTRACTOR in accordance with this Agreement, an audit may be ordered of

Contractor's books, financial records, and program records. The cost of this audit shall be deducted from the total paid to CONTRACTOR through this Agreement.

1.4.3. In the event that CONTRACTOR terminates its business activities, all records related to this Agreement shall be promptly delivered to COMMISSION by CONTRACTOR. CONTRACTOR shall be liable for any and all attorneys' fees incurred by COMMISSION in recovering records pursuant to this section.

1.5 Procurement. No procurement is authorized which is not specifically identified and approved herein. No equipment or capital projects are to be financed with this grant.

1.6. Funding Contingency. Notwithstanding anything contained in the Agreement to the contrary, CONTRACTOR acknowledges that any payments to be made to it as provided herein shall be expressly contingent upon the receipt of sufficient funds by COMMISSION.

2. Transfer of Program Funds/Budget Adjustments. The Community Development Commission Executive Director or designee is authorized to approve and execute the transfer of funds between cost categories set forth in Exhibit B-1, and to approve and execute other changes to the Agreement, so long as such changes do not result in a significant change to the program design or an increase in COMMISSION'S maximum financial obligation as set forth in Section 4 of this Agreement. COMMISSION'S written approval is required prior to the transfer of any program funds between cost categories set forth in the Exhibit B-1.

3. Closeout. Final reimbursement request is due within five (5) days of fiscal year end.

4. Repayment. CONTRACTOR is responsible for the repayment of all audit exceptions and disallowances taken by COMMISSION, county, state, or federal agencies related to activities conducted by CONTRACTOR under this Agreement.

EXHIBIT B-1
Budget

Catholic Charities of the Diocese of Santa Rosa
Coordinated Intake Expansion Project

Personnel:

Case Management, 2.0 FTE	\$97,344
Housing Counseling Services, 1.5 FTE	\$ 77,064
Outreach Services, 1.1 FTE	\$44,226

Non-Personnel:

Credit & rental application fees	\$5,000
Outreach mileage expense	\$1,949
Client Transportation	\$6,000

Administrative Allowance	\$ 8,105
--------------------------	----------

TOTAL: **\$239,688**

Notes:

1. Final reimbursement request for FY 2016-17 is due by July 10, 2017.

EXHIBIT C
Environmental Standards

Review by COMMISSION staff indicates that the project has an environmental review status of Categorically Excluded. COMMISSION staff has prepared all documentation required by HUD.

EXHIBIT D
Homeless Management Information System (HMIS)

As stated more specifically in the Sonoma County Continuum of Care Homeless Management Information System Participant Agreement, SUBRECIPIENT must be in “good standing” in collecting and entering current, accurate, and comprehensive data that reflects the homeless program services delivered by SUBRECIPIENT into the COMMISSION’s Efforts to Outcomes (EtO) Homeless Management Information System (HMIS) licensed by Social Solutions Group as a condition of funding under this Agreement.

- A. **HMIS “Good Standing”**: Good Standing is defined as timely data entry, complete and accurate data reflective of the Participant status at Intake, Update and Exit and as defined by the prevailing HMIS Data Standards.
1. **Timely data entry**:
 - a. Unless otherwise approved in writing and attached to this agreement, entry of data into EtO HMIS within five (5) business days of the event that generated by the data collection (i.e., Participant Intake, Entry and Exit from Program, and required annual updates if Participant is participating for longer than one year in the program).
 2. **Accurate and Complete Data**:
 - a. All homeless Participant data for Covered Homeless Organizations (CHO’s) will be entered into the EtO HMIS unless approved in writing and attached to this agreement.
 - b. 95% of all HUD or Sonoma County defined mandated data points are supplied (fields do NOT reflect a “Null”, “Don’t Know or Refused” OR “Data Not Collected” value).
 - c. The EtO Data Validation (DVE) reports (required Quarterly Reporting for each homeless program) will reflect a 95% or higher data completeness and quality result at all times.
 3. **Data Collection Methodology**:
 - a. SUBRECIPIENT shall adhere to the most current HMIS Data Standards and Sonoma County HMIS Lead designed program workflow(s) for each homeless program type.
- B. **User Training**: All Users of the HMIS will receive general HMIS User Training and Security and Ethics prior to receiving login credentials to the HMIS. Additionally, all HMIS Users shall receive updated Security and Ethics training annually. **SUBRECIPIENT shall report Users departing their HMIS role for any reason within 24 hours of their departure for removal of user from the EtO HMIS.**
- C. **Required Quarterly Reporting**: SUBRECIPIENT shall utilize data from the following reports as the basis for quarterly report submissions and include with their report submission:
- a. EtO Data Validation (DVE) report for the program being reported with a data range from the start of the fiscal year to the end of the required report period (cumulative)
 - b. The 1-Sono – 0607-CDBG/CAPER (CDC Quarterly & Other Grant Reporting)

- D. HMIS Financial Match and Other Financial Requirement: SUBRECIPIENT agrees to pay the calculated fair share portion of the McKinney-Vento required funding match within 60 days of billing by the Commission. SUBRECIPIENT also agrees to provide the Commission with leveraging information within 30 days of request.

- E. Homeless Count Participation: SUBRECIPIENT will take part in annual sheltered Homeless Count by maintaining accurate and up-to-date data in good standing and being responsive to the Continuum of Care and HMIS Coordinators' requests for current and accurate information. SUBRECIPIENT will take part in the annual unsheltered Homeless Count by assigning staff to assist in the Count process and by making facilities and other SUBRECIPIENT resources available to support the Count commensurate to the size of the SUBRECIPIENT's homelessness program relative to the overall Sonoma County Continuum of Care program.

- F. Sonoma County Homeless Coordinated Intake Participation: Contractor shall agree to participate in the CI system by referring homeless participants directly to CI for intake, communicating with the CI subcontractor about program referral placement and/or reasons for declining participants. Determination of participant referrals will be completed within a timely manner of ten business days or less.

EXHIBIT E
Federal Funding Requirements

1. General Compliance:

The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning federal Community Development Block Grant program (CDBG)) and/or Part 576 (the Housing and Urban Development regulations concerning federal Emergency Solutions Grant Program (ESG)), and/or Part 578 (the Housing and Urban Development regulations concerning the federal Continuum of Care (CoC) program), as relevant. The SUBRECIPIENT also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. The CONTRACTOR further agrees to utilize federal funds available under this Agreement to supplement rather than supplant funds otherwise available.

Both parties have entered into this Agreement in reliance on the representation of the federal government that the program funding will continue. Notwithstanding any other provision of this Agreement, COMMISSION retains the right in its sole discretion and without notice to terminate or reduce the amount payable to SUBRECIPIENT under this Agreement in the event that the Federal government does not fund in the amount projected at the time this Agreement is executed. SUBRECIPIENT agrees that maximum amount payable under this Agreement by COMMISSION shall not exceed the amount actually funded by the federal government.

2. Program Income

"Program income" means amounts received by SUBRECIPIENT generated from the use of federal funds as defined at 24 CFR 570.500. Program income includes, but is not limited to, the following: 1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds; 2) proceeds from the disposition of equipment purchased with federal funds; 3) gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with federal funds, less costs incidental to generation of the income; 4) gross income from the use or rental of real property, owned by SUBRECIPIENT, that was constructed or improved with federal funds, less costs incidental to generation of the income; 5) payments of principal and interest on loans made using federal funds; 6) proceeds from the sale of loans made with federal funds; 7) proceeds from the sale of obligations secured by loans made with federal funds; 8) interest earned on program income pending its disposition; and 9) funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the federally funded portion of a public improvement.

Under the Community Development Block Grant Program (CDBG, 24 CFR 570.503), any program income received by SUBRECIPIENT shall be immediately returned to

COMMISSION. This provision shall survive the termination or expiration of this Agreement.

Under the Emergency Solutions Grant Program, (ESG, 24 CFR 576.3 and 576.201), program income includes any amount of a security or utility deposit returned to SUBRECIPIENT; eligible ESG costs paid by program income shall count toward meeting the COMMISSION'S matching requirements. Financial records of receipt and use of program income must be retained per the records retention policies in paragraph 10(b), Records.

Under the Continuum of Care Program (CoC, 24 CFR 578.97), program income is the income received by the SUBRECIPIENT directly generated by a grant-supported activity. Program income earned during the grant term shall be retained by the SUBRECIPIENT, and used for eligible activities in accordance with 24 CFR 578 Subpart D. Costs incident to the generation of program income may be deducted from gross income to calculate program income, provided that the costs have not been charged to grant funds.

3. Compliance with Emergency Solutions Grant Program, 24 CFR 576 Subpart E

Per § 576.400 (d), once the Continuum of Care has developed a centralized assessment system or a coordinated assessment system in accordance with requirements to be established by HUD, each ESG funded program or project within the Continuum of Care's area must use that assessment system.

Per § 576.400 (e), as the administrative agency for the Urban County and Administrative Entity for the State ESG Program, COMMISSION has developed written standards for providing Emergency Solutions Grant (ESG) assistance and will consistently apply those standards for all program participants. SUBRECIPIENT shall comply with all written standards developed by the Sonoma County Continuum of Care and adopted by the Continuum of Care Board.

Per § 576.400 (f), data on all persons served and all activities assisted under ESG and State ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. Specific HMIS requirements are included in Exhibit D.

Per § 576.405 (c), SUBRECIPIENT must involve homeless individuals and families in constructing, renovating, maintaining and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG. This involvement may include employment or volunteer services.

4. Compliance with Continuum of Care Program, 24 CFR 578

Per § 578.23 (c)(9), SUBRECIPIENT must use the coordinated assessment system established by the Continuum of Care. A victim service provider may choose not to use the Continuum of Care's coordinated assessment system, provided that victim service providers use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead.

Per § 578.75 (e), SUBRECIPIENT must conduct an ongoing assessment of the supportive services needed by the participants in the project, the availability of such services, and the coordination of services needed to ensure long-term housing stability.

Per § 578.75 (g), SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the SUBRECIPIENT, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided under this part. This requirement is waived if the SUBRECIPIENT is unable to meet such requirement and obtains HUD approval for a plan to otherwise consult with homeless or formerly homeless persons when considering and making policies and decisions. Each SUBRECIPIENT must, to the maximum extent practicable, involve homeless individuals and families through employment; volunteer services; or otherwise in constructing, rehabilitating, maintaining, and operating the project, and in providing supportive services for the project.

5. Executive Order 11246 -- Employment and Contracting Opportunities

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107, and all regulations pursuant thereto (41 CFR Chapter 60) states that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally-assisted contracts and affirmative action shall be taken to ensure equal employment opportunity. SUBRECIPIENT will incorporate, or cause to be incorporated, into any contract for construction work or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

6 Use of Debarred, Suspended or Ineligible Contractors or Subcontractors

The SUBRECIPIENT agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor during any period of debarment, suspension, or placement in ineligible status (24 CFR Part 24).

7. Compliance with 2 CFR Part 200

SUBRECIPIENT shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

8. Lobbying Restrictions

SUBRECIPIENT agrees, to the best of its knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and the language of this paragraph shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9. Environmental Standards

The SUBRECIPIENT agrees to comply with the requirements of the National Environmental Policy Act of 1969 as specified in regulations issued pursuant to Section 104(g) of the Housing and Community Development Act and contained in 24 CFR part 58.

10. Fair Housing and Equal Opportunity Certifications

SUBRECIPIENT hereby assures and certifies that it will comply with the following Acts and/or Executive Orders:

a) Civil Rights Act of 1964 (Title VI)

Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.; P.L. 88-352) and regulations pursuant thereto (Title 24 CFR Part I) states that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance extended to SUBRECIPIENT. This assurance shall obligate SUBRECIPIENT, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

b) Fair Housing Act of 1968

The Fair Housing Act (42 U.S.C. 3601-3620; P.L. 90-284) states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status. SUBRECIPIENT shall administer all programs and activities assisted under this Agreement in a manner to affirmatively further the policies of the Fair Housing Act.

c) Executive Order 11063 -- Equal Opportunity in Housing

Executive Order 11063, as amended by Executive Order 12259, and regulations pursuant thereto (24 CFR Part 107), prohibits discrimination because of race, color, creed, sex, or national origin in the sale, leasing, rental or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are provided with Federal financial assistance.

d) Section 109 of the Housing and Community Development Act of 1974

Section 109 of the Housing and Community Development Act of 1974 states that no person in the United States shall on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped person as provided in section 504 of the

Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to Section 109.

e) Executive Order 13166 – Limited English Proficiency

The Limited English Proficiency (LEP) Guidelines, based upon Title VI of the Civil Rights Act of 1964 (24 CFR 1.4 Executive Order 13166) requires recipients of federal funding to provide language translation or interpreter services to its clients and potential clients who are limited in English proficiency.

A person with Limited English Proficiency (LEP) is a person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English. Affirmative steps must be taken to communicate with people who need services or information in a language other than English. A policy must be developed to serve applicants, participants, and/or persons eligible for housing assistance and support services.

The SUBRECIPIENT must analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. In order to determine the level of access needed by LEP persons, the following four factors must be balanced:

1. the number or proportion of LEP persons eligible to be served or likely to be applying for program services;
2. the frequency with which LEP persons utilize these programs and services;
3. the nature and importance of the program, activity, or service provided; and
4. the benefits from providing LEP services, and the resources available and costs to the CDC for those services.

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the SUBRECIPIENT. SUBRECIPIENT shall develop and implement a LEP policy consistent with the above guidelines and provide the COMMISSION with copies of its LEP Policy.

f) Section 504 of the Rehabilitation Act of 1973 and Title III of the Americans with Disabilities Act

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination based on handicap in federally assisted and conducted programs and activities.

Title III of the Americans with Disabilities Act (28 CFR 36, Subpart B) prohibits discrimination on the basis of disability in the full and equal enjoyment of the goods, services, facilities, or accommodations of any place of public accommodation by any private entity.

g) Age Discrimination Act of 1975

The Age Discrimination Act of 1975, as amended, prohibits discrimination because of age in programs and activities receiving Federal financial assistance.

h) Executive Orders 11625, 12432, 12138 - Minority and Women Owned Business Opportunities

These Executive Orders state that program participants shall take affirmative action to encourage participation by businesses owned and operated by minority groups and women.

10. Other Federal Requirements

a) Audit Requirements

SUBRECIPIENT shall comply with audit requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Specifically, SUBRECIPIENT shall obtain an annual program specific or single audit, as required. SUBRECIPIENT shall provide a copy of such audit together with any management letters and supplementary or related audit letters or reports to COMMISSION within 9 months after the end of the SUBRECIPIENT's fiscal year. The audit shall include a supplementary schedule showing all revenues and expenditures of CDBG funds and other federal funds for the fiscal year.

b) Records

SUBRECIPIENT agrees to make available for inspection and audit to representatives of COMMISSION, federal, state, and/or local county governments, their employees or agents, all books, financial records, program information, and other records pertaining to the overall operation of SUBRECIPIENT, and this Agreement and to maintain said records for a minimum of five (5) years from the date of COMMISSION's submission of the annual performance and evaluation report in which the funded activity is reported on for the final time. SUBRECIPIENT further agrees to allow said representatives to review and inspect its facilities and program operations. Said representatives may monitor the operation of this Agreement to assure compliance with all applicable local, state, and/or federal regulations.

If COMMISSION should determine that SUBRECIPIENT is not using funds in accordance with this Agreement, or that the COMMISSION does not have sufficient information to determine whether or not the SUBRECIPIENT is using funds in accordance with this Agreement, COMMISSION may order an audit of SUBRECIPIENT's books and financial program records. The cost of this audit shall be deducted from the total paid to SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees that in the event that the program established herewith is subjected to audit exceptions by COMMISSION agencies, it shall be responsible for complying with all exceptions and will pay to COMMISSION the full amount of

COMMISSION's liability to the state and/or federal government resulting from such exceptions.

All provisions of this Agreement that require availability of records or reporting shall survive termination of this Agreement.

c) Conflict of Interest

1. Interest of Members of a City or County: No members of the governing body of a city or county and no other officer, employee, or agent of the city or county who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the SUBRECIPIENT shall take appropriate steps to assure compliance.

2. Interest of Other Local Public Officials: No members of the governing body of the locality and no other public official of such locality, who exercises any function or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the SUBRECIPIENT shall take appropriate steps to assure compliance.

3. Interest of SUBRECIPIENT and Employees: SUBRECIPIENT understands that COMMISSION is a recipient of federal funds and that by virtue of this Agreement, SUBRECIPIENT is a subrecipient of those funds. As such, SUBRECIPIENT further understands that certain Federal laws relating to conflict of interest apply to SUBRECIPIENT, its officers, agents, employees, and constituents; specifically, those laws are contained in 2 CFR Section 200.318.

d) Reversion of Assets

Upon expiration of this Agreement, SUBRECIPIENT shall transfer to COMMISSION any federal funds on hand at the time of expiration and any accounts receivable attributable to the use of federal funds.

e) Political Activity Prohibited

None of the funds, materials, property or services contributed by COMMISSION or SUBRECIPIENT under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

f) Religious Activity Prohibited

There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Agreement.

g) Publication Rights and Copyrights

If this Agreement results in any copyrightable material or inventions, the COMMISSION reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

EXHIBIT F
Insurance Requirements for Public Service Programs

Insurance to be Maintained by SUBRECIPIENT

SUBRECIPIENT shall maintain insurance as desc as defined by the Labor Code of the State of California ribed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the Term of the Agreement specified in Section 1 of the Funding Agreement.

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

1. Workers Compensation and Employers Liability Insurance

- a. Required if SUBRECIPIENT has employees as defined by the Labor Code of the State of California.
- b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If SUBRECIPIENT currently has no employees as defined by the Labor Code of the State of California, SUBRECIPIENT agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If SUBRECIPIENT maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by SUBRECIPIENT.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by COMMISSION. SUBRECIPIENT is responsible for any deductible or self-insured retention and shall fund it upon COMMISSION'S written request, regardless of whether SUBRECIPIENT has a claim against the insurance or is named as a party in any action involving the COMMISSION.

- d. Sonoma County Community Development Commission and the County of Sonoma, its officers, agents and employees, 1440 Guerneville Road, Santa Rosa, CA 95403 shall be additional insureds for liability arising out of SUBRECIPIENT's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to COMMISSION, County, et al. as additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between COMMISSION and SUBRECIPIENT and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned vehicles if SUBRECIPIENT owns vehicles.
- c. Insurance shall cover hired and non-owned vehicles.
- i. Required Evidence of Coverage: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance *(Only required of recipients whose normal operations include professional services.)*

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by COMMISSION.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Required Evidence of Insurance: Certificate of Insurance.

5. Standards for Insurance Companies

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

6. Documentation

- a. The Certificate of Insurance must include the following reference: **Coordinated Intake Expansion.**
- b. SUBRECIPIENT shall submit required Evidence of Insurance prior to the execution of this Agreement. SUBRECIPIENT agrees to maintain current Evidence of Insurance on file

with COMMISSION for the required period of insurance.

- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Community Development Commission and the County of Sonoma, its officers, agents and employees, 1440 Guerneville Road, Santa Rosa, CA 95403.
- d. Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. SUBRECIPIENT shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
San Francisco Regional Office
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430

Tax ID No.: 94-2158408
CoC Program Grant Number: CA1470L9T041500
Effective Date:
DUNS No.: 835120304

CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Sonoma County Community Development Commission (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
 - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:

(Signature)

(Typed Name and Title)

(Date)

RECIPIENT

Sonoma County Community Development Commission

(Name of Organization)

By:

(Signature of Authorized Official)

Margaret Van Vliet, Executive Director

(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 94-2158408
CoC Program Grant Number: CA1470L9T041500
Effective Date:
DUNS No.: 835120304

EXHIBIT 1
SCOPE OF WORK for FY2015 COMPETITION

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD’s total funding obligation for this grant and project is \$__50000__, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project’s final operating year under the grant that has been renewed.

Project No.	Performance Period
CA1470L9T041500	

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 0
h. Supportive services	\$ 0
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 46729
k. Administrative costs	\$ 3271

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

Tax ID No.: 94-2158408
CoC Program Grant Number: CA1470L9T041500
Effective Date:
DUNS No.: 835120304

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
------------------	-----------------------	---------------------------	------------------

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:

(Signature)

(Typed Name and Title)

(Date)

RECIPIENT

Sonoma County Community Development Commission

(Name of Organization)

By:

(Signature of Authorized Official)

Margaret Van Vliet, Executive Director

(Typed Name and Title of Authorized Official)

(Date)

Date: February 21, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,

Whereas, the US Department of Housing and Urban Development has approved the Community Development Commission’s application for \$247,793 in funding for the Coordinated Intake Project Expansion, expand the current Coordinated Intake Pilot Project (Project) to serve all homeless persons within Sonoma County;

Whereas, following a competitive process in which Catholic Charities was selected as the operator of the Coordinated Intake Project, the Community Development Commission seeks to execute a contract with Catholic Charities for full implementation of the Coordinated Intake Project in the amount of \$239,688;

Whereas, the US Department of Housing and Urban Development has approved the Community Development Commission’s application for \$50,000 to provide increased funds for the Homeless Management Information System’s software licensing, technical reporting expertise, and backup system administration; and

Whereas, the Homeless Management Information System grant requires a cash match of \$12,500, which will be comprised of participating agency contributions;

Now, Therefore, Be It Resolved

The Board of Commissioners adopts this Resolution Adjusting the Fiscal Year 2016-17 Budget by increasing revenues in the Community Development Commission by \$310,293 to reflect the receipt of two grants from HUD, as well as the required cash match.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

EXHIBIT A - BUDGET RESOLUTION

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

	Narratives	FTE Impacts (+/-)	Gross Expenditure	Revenue and Reimbursement	Net Cost	Annualized Net Cost
Summary of Requested Adjustments for Board Consideration						
NON-DEPARTMENTAL - OTHER FUND						
Summary Row		-	-	-	-	
COMMUNITY DEVELOPMENT COMMISSION - OTHER FUND						
Summary Row	<i>Increased budgetary authority for both expenditures and revenues in the Continuum of Care Coordinated Intake Program Fund by \$248,000 and the Homeless Management Information System Fund by \$62,000 due to a HUD awards to expand both programs in a contract with Catholic Charities as a Coordinated Intake Operator.</i>	-	310,293	310,293	-	-
	Total Requested Adjustments	0	310,293	310,293	0	0
	Subtotal of General Fund Changes	0	0	0	0	0
	Subtotal of Other Fund Changes	0	310,293	310,293	0	0



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Marcus Trotta 707-547-1978

Supervisory District(s):

Title: Groundwater Management Planning

Recommended Actions:

Authorize Water Agency's General Manager to execute the Second Amended Agreement for Assistance with Groundwater Management Planning with Pete Parkinson increasing the amount by \$50,000, expanding the scope of work to include Groundwater Sustainability Agency formation and related matters, and extending the agreement term by one year for a new not-to-exceed agreement total of \$165,000 and end date of June 30, 2018.

Executive Summary:

This item requests authorization for expanding the scope, cost, and term of an agreement with Pete Parkinson to assist the Sonoma County Water Agency (Water Agency) with implementing the Sustainable Groundwater Management Act (Act), including the formation of new Groundwater Sustainability Agencies in the Petaluma Valley, Santa Rosa Plain, and Sonoma Valley. The additional cost and time is needed to allow Mr. Parkinson to continue assisting the Water Agency, the County, and other local agencies in the process of forming Groundwater Sustainability Agencies, in addition to providing assistance on scoping initial Groundwater Sustainability Agency activities and transitioning the current voluntary groundwater management programs in the Santa Rosa Plain and Sonoma Valley to prepare the basins for Act compliance.

Discussion:

The Water Agency and Pete Parkinson entered into an agreement in June 2014 (not to exceed \$25,000) to provide consulting services to the Water Agency in support of implementing the Water Agency's groundwater management programs in the Sonoma Valley and the Santa Rosa Plain (Agreement).

In September 2014, Governor Brown signed historic legislation requiring that California's critical groundwater resources be sustainably managed by local agencies. The Act gives local agencies (cities, counties, and water districts or agencies) additional powers and authorities to sustainably manage groundwater over the long-term. The Act requires the formation, by June 30, 2017, of new Groundwater Sustainability Agencies tasked with assessing the conditions in their local basins and adopting locally-

based Groundwater Sustainability Plans for medium- and high-priority groundwater basins (as designated by the California Department of Water Resources). In Sonoma County there are currently three medium priority basins or subbasins that must comply with the Act: Petaluma Valley, Santa Rosa Plain, and Sonoma Valley. Following passage of the Act, County and Water Agency staff formed a workgroup consisting of representatives from the Water Agency, Permit and Resource Management Department, County Counsel and the County Administrator's Office (Workgroup) to review the Act's requirements and consider governance options with staff from other Groundwater Sustainability Agency-eligible agencies.

The First Amended Agreement, dated March 17, 2015, expanded the scope of work to include assistance with implementing the Act including:

1. Assist Water Agency staff in developing options for local implementation of the Act and formation of Groundwater Sustainability Agencies through participation in Workgroup and other local Act meetings.
2. Inform Water Agency staff and stakeholders about land use policies, practices, and opportunities and constraints relevant to groundwater management.
3. Identify and develop options, including potential land use and regulatory strategies, for consideration by stakeholders and Water Agency that are aimed at improving the sustainable management of groundwater resources.
4. Assist in preparing reports, documents and presentation materials associated with groundwater management programs in Sonoma County.
5. Evaluate the impacts of state legislation and policies on Water Agency's groundwater management programs.

In his role as consultant to the Water Agency and through participation in the Workgroup and other meetings related to the formation of local Groundwater Sustainability Agencies, Mr. Parkinson has assisted in a number of important tasks, including assessing initial activities and tasks for the future Groundwater Sustainability Agencies, providing input on initial cost estimates and staffing needs, preparing meeting notes, and reviewing and providing comments on new state regulatory documents and legislative proposals concerning groundwater.

Through his expertise in understanding local land use issues and strong working relationships with many local stakeholders, Mr. Parkinson has provided valuable strategic advice in negotiating proposed governance structures for the Groundwater Sustainability Agencies. He has served as an informal liaison with several local stakeholder groups and interested parties in sharing information and gathering their input and viewpoints for Workgroup consideration. Additionally, through his role as president of the California Chapter of the American Planning Association, Mr. Parkinson has provided updates on local Act implementation at conferences throughout the state and provided information to the Workgroup on details of how other areas of the state are addressing implementation of the Act.

The Workgroup has reported back to the Sonoma County Board of Directors (Board) on March 17, 2015, October 13, 2015, and October 25, 2016, with updates on local implementation efforts. As the Board is aware, the staff proposals for Groundwater Sustainability Agency formation have undergone significant discussion and evaluation in the three basins, due to the inherent complexities of negotiating proposed governance structures with multiple diverse entities to comply with the new state law and significant levels of interest and input from local stakeholders and the public. These complexities make it difficult to

accurately project the resources and level of effort needed to accomplish the formation of the three new Groundwater Sustainability Agencies and have required an increased level of resources and activities than originally projected. As such, additional funding is needed for Mr. Parkinson to continue providing assistance to the Water Agency on Groundwater Sustainability Agency formation activities.

SERVICES TO BE PERFORMED UNDER SECOND AMENDED AGREEMENT

Under the proposed second amended agreement, Mr. Parkinson will continue to assist the Water Agency with groundwater management planning and related Act and Groundwater Sustainability Agency formation matters. In addition to the need for continuation of the activities described above, areas requiring additional assistance have been identified and included in the proposed second amended agreement. These services include assistance with initial Groundwater Sustainability Agency activities following the formation of Groundwater Sustainability Agencies and the development of options and strategies for transitioning the current voluntary groundwater management programs in the Santa Rosa Plain and Sonoma Valley to prepare the basins for Act compliance.

The proposed second amended agreement includes standard Living Wage Ordinance language.

The additional cost is \$50,000, for a new not-to-exceed agreement total of \$165,000. The new end date is June 30, 2018.

SELECTION PROCESS

Mr. Parkinson was the only consultant contacted to perform this work because of his skill and expertise in the subject work area and direct professional experience with local stakeholders.

RECOMMENDATION

Water Agency staff recommends that the Board authorize the Water Agency General Manager to execute the second amended agreement with Mr. Parkinson to continue Mr. Parkinson’s assistance with groundwater management planning and related Act and Groundwater Sustainability Agency formation matters.

Prior Board Actions:

- 10/25/2016 Sustainable Groundwater Management Act Implementation update
- 10/13/2015 Sustainable Groundwater Management Act update, including authorization for Water Agency staff to express continuing interest in participating in Groundwater Sustainability Agency discussion for the Ukiah Valley Basin
- 03/17/2015: Sustainable Groundwater Management Act Briefing, including agreement with Consensus Building Institute, Inc., for stakeholder assessment (\$40,000) and First Amended Agreement with Pete Parkinson for assistance with groundwater management Planning (additional \$90,000; new total of \$115,000)

Strategic Plan Alignment Goal 3: Invest in the Future

County Goal 3: Invest in the Future

Continued work on groundwater management will benefit the community by increasing water supply reliability, minimizing adverse impacts to groundwater, enhancing local management of groundwater

resources, and may lead to future economic opportunities through available state grant funding programs.

Water Agency Water Supply Goals and Strategies, Goal 2: Protect the Water Agency's existing water rights and our clean, high-quality water supply, and improve system resiliency by continuing to develop alternative supplies.

Complying with and successfully implementing the Act will allow for the continued local control and sustainable management of groundwater resources, which plays an important role as a supplemental drinking water supply for the Water Agency and many of its contractors.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	50,000		
Additional Appropriation Requested			
Total Expenditures	50,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	50,000		

Narrative Explanation of Fiscal Impacts:

Budgeted amount of \$50,000 is available from FY 2016/2017 appropriations for the Water Agency general fund. The full contract amount will be encumbered in FY 2016/2017, but expected payment will be spread over the remainder of this and next fiscal year, as work is completed. Expenditures to date related to the original and First Amended Agreements total approximately \$114,000. It is expected that for the \$50,000 to be included in the Second amended agreement, approximately \$20,000 will be expended in FY 2016/2017 and \$30,000 will be expended in FY 2017/2018. No additional appropriation is required. The full amount will be encumbered in 2016/2017, and is budgeted in that year.

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

rw S:\Agenda\agrees\02-21-2017 WA Groundwater Management Planning_summ.docm

CF/47-0-21 Parkinson, Pete (Agree for Assistance with Groundwater Management Planning) TW 13/14-152 (ID 5060)

Second Amended Agreement for Assistance with Groundwater Management Planning

This second amended agreement (“Second Amended Agreement” or “Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Water Agency”) and **Pete Parkinson**, an individual (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 5 (Term of Agreement).

RECITALS

- A. Consultant represents that he is duly qualified with expertise in groundwater management planning, land use and water management issues, and related services.
- B. Consultant will provide consulting services to Water Agency in support of implementing Water Agency’s groundwater management programs in the Sonoma Valley and the Santa Rosa Plain, in addition to other areas where groundwater planning may be necessary.
- C. Water Agency and Consultant first entered into this Agreement on June 2, 2014, in the amount of \$25,000.
- D. Water Agency determined an additional \$90,000 in funds were necessary for Consultant to complete work supporting Water Agency’s groundwater management programs including compliance with recently passed Sustainable Groundwater Management Act of 2014 (SGMA).
- E. The First Amended Agreement, dated March 17, 2015, added \$90,000 for a new Agreement total of \$115,000 and extended the term of the Agreement by one year to June 30, 2017.
- F. This Second Amended Agreement adds \$50,000 to incorporate work necessary for Groundwater Sustainability Agency (GSA) formation and related matters for a new Agreement total of \$165,000 and also extends the term of the Agreement by one year to June 30, 2018.
- G. This Second Amended Agreement supersedes all previous agreements and amendments between the parties.

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

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Scope of Work
- b. Exhibit B: Schedule of Costs
- c. Exhibit C: Insurance Requirements
- d. Exhibit D: Waiver of Insurance Requirements

3. SCOPE OF SERVICES

3.1. *Consultant's Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

3.2. *Cooperation with Water Agency:* Consultant shall cooperate with Water Agency in the performance of all work hereunder. Consultant shall coordinate the work with Water Agency's Project Manager. Contact information and mailing addresses:

Water Agency	Consultant
Project Manager: Marcus Trotta 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-547-1978 Email: Marcus.Trotta@scwa.ca.gov	Contact: Pete Parkinson 2555 Bennett Ridge Road Santa Rosa, CA 95404 Phone: 707-326-1265 Email: Pete.Parkinson54@gmail.com
Remit invoices to: Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	Remit payments to: Same as above.

3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Water Agency shall not operate as a waiver or release. Water Agency has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Water Agency determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Water Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Water Agency to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no

additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

4. PAYMENT

- 4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$165,000.
- 4.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms:
 - a. Consultant shall be paid in accordance with Exhibit B (Schedule of Costs). Any mark-up shall be included in billed hourly rates. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Water Agency’s Project Manager. The bills shall show or include:
 - a. Consultant name
 - b. Name of Agreement
 - c. Water Agency’s Project-Activity Code X0082C018

- d. Task performed with an itemized description of services rendered by date
 - e. Summary of work performed by subconsultants, as described in Paragraph 13.4
 - f. Time in quarter hours devoted to the task
 - g. Hourly rate or rates of the persons performing the task
 - h. List of reimbursable materials and expenses
 - i. Copies of receipts for reimbursable materials and expenses
- 4.4. *Monthly Reports with Invoices:* Payment of invoices is subject to receipt of the monthly reports required under Task 2 of Exhibit A.

5. TERM OF AGREEMENT

- 5.1. This Agreement shall be from June 2, 2014 (“Effective Date”) to June 30, 2018, unless terminated earlier in accordance with the provisions of Article 6 (Termination).

6. TERMINATION

- 6.1. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right, in its

sole discretion, to terminate this Agreement by giving 5 days written notice to the other party.

- 6.2. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Water Agency may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 6.3. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Water Agency all materials and work product subject to Paragraph 11.7 and shall submit to Water Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.4. *Payment Upon Termination:* Upon termination of this Agreement by Water Agency, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; and further provided, however, that if Water Agency terminates the Agreement for cause pursuant to Paragraph 6.2, Water Agency shall deduct from such amounts the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by Consultant.
- 6.5. *Authority to Terminate:* Water Agency's right to terminate may be exercised by Water Agency's General Manager.

7. INDEMNIFICATION

- 7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to defend, indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent negligence on Sonoma County Water Agency's part, but, to the extent required by law, excluding liability due to Sonoma County Water Agency's conduct. 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, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

8. INSURANCE

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

9. PROSECUTION OF WORK

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

10. EXTRA OR CHANGED WORK

10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. 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. The parties expressly recognize that Water Agency personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Water Agency.

11. REPRESENTATIONS OF CONSULTANT

11.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Water Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Water Agency provides its employees. In the event Water Agency exercises its right to terminate this Agreement pursuant to Article 6

(Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

- 11.2. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Water Agency harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Water Agency is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Water Agency with proof of payment of taxes on these earnings.
- 11.3. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Water Agency for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 11.4. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Water Agency, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Water Agency within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 11.5. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

- 11.6. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 11.7. *Assignment of Rights:* Consultant assigns to Water Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Water Agency in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Water Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Water Agency. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Water Agency.
- 11.8. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Water Agency. Water Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Water Agency all such documents, which have not already been provided to Water Agency in such form or format as Water Agency deems appropriate. Such documents shall be and will remain the property of Water Agency without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Water Agency.

12. DEMAND FOR ASSURANCE

- 12.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other

agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 12 limits Water Agency's right to terminate this Agreement pursuant to Article 6 (Termination).

13. ASSIGNMENT AND DELEGATION

- 13.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 13.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 13.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 13.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 13.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 13.2 above:
 - a. Prior to entering into any contract with subconsultant, Consultant shall obtain Water Agency approval of subconsultant. Water Agency's Board of Directors must approve the selection of any subconsultant if the amount payable to subconsultant under the agreement exceeds \$25,000. In connection with such approval, Consultant shall provide Water Agency with copies of the responses to Consultant's Request for Proposals (RFP) to subconsultants, the names of key personnel who will be performing work under the agreement, and an explanation of Consultant's reasons for choosing the recommended subconsultant based upon the criteria in the RFP.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Water Agency in substantially the same form as that contained in Article 7, (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 13.4. *Summary of Subconsultants' Work:* Consultant shall provide Water Agency with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing

work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

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

- 14.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 14.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 14.

15. MISCELLANEOUS PROVISIONS

- 15.1. *No Bottled Water:* In accordance with Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.
- 15.2. *No Waiver of Breach:* The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 15.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of

the other. Consultant and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 15.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 15.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 15.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 15.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 15.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 15.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 15.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

/

/

/

/

/

/

/

/

/

/

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

Reviewed as to funds:

TW 13/14-152B

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Cory O'Donnell, Deputy County Counsel

Insurance Documentation is on file with
Water Agency

Date/TW Initials: 1/17/17 crt

Sonoma County Water Agency

Pete Parkinson, an individual

By: _____
Grant Davis
Water Agency General Manager
Authorized per Water Agency's Board of
Directors Action on February 21, 2017

By: _____
Date: _____

Date: _____

Exhibit A

Scope of Work

1. TASKS

1.1. Task 1: Consulting Services

- a. Provide consulting services as requested by Water Agency.
- b. Requested services may include, but are not limited to, the following:
 - i. Inform Water Agency staff and stakeholders about land use policies, practices, and opportunities and constraints relevant to groundwater management, including sustainable groundwater management under SGMA.
 - ii. Identify and develop options, including potential land use and regulatory strategies, for consideration by stakeholders and Water Agency that are aimed at improving the sustainable management of groundwater resources.
 - iii. Facilitate discussions with stakeholders regarding potential land use actions, groundwater management options, GSA formation, and other related matters.
 - iv. Plan and participate in public outreach, Basin Advisory Panel, Technical Advisory Committee, and Water Agency Board of Directors meetings.
 - v. Assist in preparing reports, documents and presentation materials associated with groundwater management programs in Sonoma County.
 - vi. Evaluate the impacts of state legislation and policies on Water Agency's groundwater management programs.
 - vii. Assist Water Agency staff in developing and implementing options for local implementation of the Sustainable Groundwater Management Act of 2014.
 - viii. Assist Water Agency staff in developing options and strategies for local implementation of SGMA including but not limited to GSA formation and operation, and transitioning the current groundwater management programs in Sonoma Valley and Santa Rosa Plain to prepare these basins for SGMA compliance.
 - ix. Participate in staff working groups, stakeholder meetings and document preparation.
 - x. As authorized by Water Agency, participate in and contribute to statewide efforts to improve the sustainable management of groundwater, including but not limited to attendance and presentations at professional conferences, preparation of documents and presentation materials and coordinating with other professional groups such as land use planners and environmental health professionals.

- xi. Conduct other related activities to support groundwater management and SGMA implementation in Sonoma County, as requested by Water Agency.

1.2. Task 2: Monthly Reports:

- a. Prepare monthly progress reports. Submit one electronic copy in PDF format (emailed or on CD) and three hard copies to Water Agency on the first of each month during the term of this Agreement.
- b. Monthly reports shall include the following:
 - i. A detailed list of work performed
 - ii. Dates and subject of meetings conducted, meeting attendees, and summary of meeting results
 - iii. Other information as appropriate or as requested by Water Agency's Project Manager

Exhibit B

Schedule of Costs

PERSONNEL	
Title	Rate
Consultant	\$150 per hour
EXPENSES	
Item	Cost
Copies	at cost
Postage	at cost
Overnight mail	at cost
Mileage for personal car	\$0.56 per mile
Travel expenses, including lodging, meals and tolls/parking, when authorized in advance by Water Agency Project Manager	at cost

Exhibit C

Insurance Requirements

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

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

1. INSURANCE

1.1. **Workers Compensation and Employers Liability Insurance**

- a. Required if Consultant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.
- e. If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

1.2. **General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Water Agency. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Water

Agency's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the Water Agency.

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

1.3. Automobile Liability Insurance

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

1.4. Standards for Insurance Companies

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

1.5. Documentation

- a. The Certificate of Insurance must include the following reference: TW 13/14-152.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Water Agency for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, or 1.3, above.

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

1.6. Policy Obligations

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

1.7. Material Breach

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

Exhibit D

Waiver of Insurance Requirements



Exhibit D Waiver of Insurance Requirements

This Exhibit modifies the insurance requirements as specified in Exhibit C

Department	<u>Water Agency</u>	Department Contact	<u>Marcus Trotta</u>	Phone	<u>547-1978</u>
Contractor, Consultant, Vendor, Licensee, Tenant <u>Pete Parkinson, an individual</u>					
Contact Person	<u>Pete Parkinson</u>	Phone	<u>707-326-1265</u>		
Contract Term	<u>6/30/16</u>	Contract Cost	<u>\$25,000</u>	Template #	<u>4</u>
Was there an RFP/RFQ or other competitive process for this agreement? Yes ___ No <input checked="" type="checkbox"/>					
If yes, was an exception to the Insurance Requirements noted in the Vendor's proposal? Yes ___ No ___					

- ◆ If only Section I waivers are required, submit to your Department Head or designee for signature. Do not submit to Risk.
- ◆ If only Section II waivers, or a combination of Section I and II waivers, are required, **submit to Risk**.

Section I - Department Waivers

Requirement to be Waived and Reason

- Workers Compensation: Waive Subrogation Waiver Endorsement.
- General Liability: Waive General Aggregate per location or per project; General Aggregate is at least double the Occurrence Limit.
- General Liability: Waive requirement for Subrogation Waiver because insurer will not provide the coverage.
- General Liability (Suppliers of Products): Waive "Additional Insured - Vendors". County does not distribute the product to the public.
- General Liability (Special Events): Waive Products/Completed Operations Coverage. Licensee will not sell or distribute food or other tangible items at the event.
- General Liability (Instructors/Trainers): Waive General Liability. Training is conducted at County/Entity facility and does not involve the use of hazardous equipment or participation in physical activity.
- General Liability (Therapists, Counselors, Social Workers and Psychologists): Waive General Liability. All services are provided in the consultant's office or on County premises and acceptable evidence of professional liability insurance has been provided.
- Auto Liability: Waive coverage and/or limits. Consultant or Contractor does no driving on behalf of the County or the driving is limited to attendance at meetings at County/Entity facilities.
- Auto Liability (Suppliers of Products): Waive coverage because vendor's goods are delivered by common carrier or contract carrier.
- Property Insurance (Long Term Tenants): Waive Property Insurance requirement. Tenant has not made improvements to the property or the current construction cost of the improvements is less than \$25,000.
- Mold Liability: Landlord cannot obtain the insurance.

Approved by Department Head, Department Designee or Risk Management

Date

Section II - Risk Management Waivers

Submit to Risk with Scope of Work Exhibit or detailed description of services or event.

General Liability Waivers

- Waive requirement for coverage
Reason: Mr. Parkinson is an individual and does not have this coverage.
- Waive requirement for additional insured endorsement
Reason: _____
- Waive primary & non-contributory language (if evidence is required)
Reason: _____

Auto Liability Waivers

- Accept lower limits
Reason: _____
- Waive hired & non-contributory language (if evidence is required)
Reason: _____

Workers Compensation Waivers

- Waive requirement for subrogation waiver endorsement (if required)
Reason: _____

Professional Liability Waivers

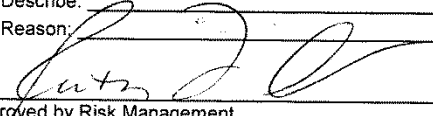
- Waive requirement for coverage
Reason: _____
- Accept lower limits
Reason: _____

Pollution Liability Waivers

- Waive requirement for coverage
Reason: _____
- Accept lower limits
Reason: _____
- Waive requirement for additional insured endorsement
Reason: _____

Other Waivers

- Describe: _____
Reason: _____


Approved by Risk Management

5/22/14
Date

Send



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Neil Lassetre, 547-1951

Supervisorial District(s):

Third, Fourth, Fifth

Title: Laguna-Mark West Creek Watershed Restoration Plan Grant

Recommended Actions:

- a) Adopt a resolution authorizing the Water Agency's General Manager to execute a Grant Agreement with the California Department of Fish and Wildlife to receive \$517,000 for the Laguna-Mark West Creek Watershed Master Restoration Planning Project, and taking related actions (agreement terminates 12/31/2020).
- b) Authorize the Water Agency's General Manager to execute professional services agreements with (1) San Francisco Estuary Institute for development and preparation of the Watershed Restoration Master Plan in the amount of \$577,000; and (2) the Laguna de Santa Rosa Foundation in the amount of \$25,000 for technical assistance, public outreach and facilitation services related to the Master Plan development (both agreements terminate 12/31/2020).

Executive Summary:

The Sonoma County Water Agency (Water Agency) has been selected by the California Department of Fish and Wildlife to receive \$517,000 to help fund the preparation of the Laguna-Mark West Creek Watershed Master Restoration Planning Project (Project). Project partners include San Francisco Estuary Institute (Estuary Institute) and the Laguna de Santa Rosa Foundation (Laguna Foundation). The Project includes development of a comprehensive Master Restoration Plan (Restoration Plan) for the Laguna-Mark West Creek watershed and early implementation plans for one or two high-priority projects identified in the Restoration Plan. The Restoration Plan will lead to improved ecosystem functioning through a coordinated suite of stream and wetland restoration projects. This suite of projects seeks to improve streamflow, water quality, critical habitat for migration and rearing of endangered and threatened species, especially California Central Coast coho salmon and steelhead. The projects also seek to address pollutants in the Laguna and to advance the productive use of adjacent lands.

This agenda item requests the Board of Directors (Board) to adopt a resolution authorizing the Water Agency's General Manager to execute a Grant Agreement with the California Department of Fish and

Wildlife and execute professional agreements with the Estuary Institute and the Laguna Foundation to assist with the Project.

Discussion:

The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) was approved by California voters on November 4, 2014. Proposition 1 authorized appropriation of \$285 million to the California Department of Fish and Wildlife for watershed restoration projects statewide. The \$517,000 planning grant awarded to the Water Agency will help fund the development of a comprehensive master Restoration Plan for the Laguna-Mark West Creek watershed and early implementation plans for one or two high-priority projects. Before the grant agreement is prepared for signature, California Department of Fish and Wildlife requires a resolution from the grantee's governing board that confirms its approval of the project and acceptance of grant monies, as well as other certifications. It is expected that grant agreements will be executed by June 1, 2017.

The Laguna de Santa Rosa Wetland Complex (Laguna) has been designated both as a Wetland of International Importance and as an impaired waterbody under the Clean Water Act. Since 2004, the Laguna Foundation and the Water Agency have been working collaboratively with landowners on historic studies, restoration and small-scale trash and debris removal projects with the goal of enhancing water quality, reducing flooding and improving streamflow. In 2014, the Laguna Foundation, Water Agency, City of Santa Rosa (City), the North Coast Regional Quality Control Board (Regional Board), and California Department of Fish and Wildlife began meeting regularly to develop long-term solutions to Laguna problems, including discussing a potential nutrient-credit trading program created by the City and Regional Board. Private landowners are kept apprised of ideas through regular informal meetings and phone calls.

THE LAGUNA-MARK WEST CREEK WATERSHED MASTER RESTORATION PLANNING PROJECT

Over the past 150 years, the Laguna-Mark West Creek watershed has been altered by a variety of land use changes, including urbanization, agricultural development, draining and filling of wetlands, and channelization of streams. These changes have impacted the function of the watershed and contributed to a range of contemporary management problems, including habitat degradation, impaired water quality, altered sediment dynamics, fish stranding, flooding, and trash accumulation. The ultimate goal of the Project is to restore ecological functions, such as nutrient replenishment and the creation and maintenance of in-stream and land-based habitat, to the Laguna that have been lost as a result of far-reaching alterations to the Laguna watershed.

Work under this planning grant project includes developing a Restoration Plan that will identify and prioritize high value projects; selecting one or two high priority on-the-ground projects and designing them to 65% stage; preparing CEQA documentation; and facilitating expert conversations with a Technical Advisory Committee (Committee) and other community stakeholders throughout the entire process. The Committee will advise the Project team, refine ideas, and explore opportunities and constraints.

The Restoration Plan will identify, coordinate, and prioritize on-the-ground multi-benefit projects to be implemented by public, non-profit, and tribal agencies throughout the watershed. The Restoration Plan will advance the understanding of how the watershed responds to ecosystem improvement projects, and create a model for enhancing habitat and achieving total maximum daily loads compliance. The landscape-

scale Restoration Plan seeks to help manage the headwaters for multiple benefits and identify strategies to capture coarse and fine grain sediments, thereby reducing sediment delivery to the lower watershed. The planning process will also encourage improved water quality and the productive use of agricultural and other lands, including those owned and managed by the California Department of Fish and Wildlife.

COMMUNITY SUPPORT AND COLLABORATION

The Water Agency and the Project team have a successful record of collaboration and enjoy strong cooperative relationships in effectively managing water resources. Stakeholders will be involved with Project selection and prioritization. The Project has broad-based public and institutional support as is demonstrated by the number and reach of the stakeholders, who include landowners (primarily farmers adjacent to the Laguna), the City (which operates a sub-regional wastewater treatment plant), the California Department of Fish and Wildlife; the Laguna Foundation; the Regional Board; and the Water Agency.

SERVICES TO BE PERFORMED

The Project consists of five tasks: (1) Project management; (2) Developing a Restoration Plan that will identify and prioritize high value projects; (3) Selecting one or two high priority on-the-ground projects and design to 65%; (4) CEQA review of the selected projects; and (5) Community outreach. Selection of projects to advance to design stage will be based on 1) the degree to which the project helps reach a large-scale restoration target (e.g., nutrient removal through habitat creation), and 2) near term feasibility of the project, including logistical and cost considerations.

The Water Agency will act as Project lead, perform Project management, assist with conceptual design, identify and prioritize projects, design one to two high priority projects to 65% with an engineering consultant, coordinate community outreach, and prepare all appropriate CEQA documentation with support from an environmental consultant.

Under an agreement with the Water Agency, the Estuary Institute will draft and finalize the Restoration Plan, facilitate expert conversation on conceptual design and prioritize projects, and assist with community outreach. The cost of services will not exceed \$577,000; the term end date is 12/31/2020.

The Estuary Institute was selected for this work at the request of the Regional Board, which has worked with the Estuary Institute on similar projects and strongly endorses their technical approach. In 2015, the Estuary Institute produced the Novato Creek Baylands Vision in partnership with the Marin County Flood Control and Water Conservation District as part of an EPA-funded project. The Laguna Mark West Creek Watershed Master Plan will be modeled after the Novato Creek Baylands Vision but will cover a wider range of physical and ecological processes and will consider a wider array of opportunities and constraints. In addition, the Restoration Plan will result in a list of specific restoration actions in the Laguna that will improve ecosystem functioning as well as recommended treatments in the surrounding watershed that will support these restoration actions.

Under an agreement with the Water Agency, the Laguna Foundation will assist with conceptual design, identify and prioritize projects, and assist with community outreach. The cost of services will not exceed \$25,000; the term end date is 12/31/2020.

The Laguna Foundation has worked to restore and conserve the Laguna de Santa Rosa for more than 25 years, and has collaborated with the Water Agency on many successful restoration projects. The Laguna Foundation works to inspire public appreciation for this Sonoma County Wetland of International Importance. They have done extensive work documenting the physical and biological functioning of the Laguna de Santa Rosa and represent an important partner with vast knowledge and expertise in the Laguna de Santa Rosa Watershed. This expertise will prove invaluable in the work to be performed under the grant.

The Water Agency will also contract with one or more consultants to provide environmental compliance services and engineering design services. Consultants for these projects will be chosen through a competitive selection process, and resulting agreements will be presented to this Board for approval at a later date.

The total cost of the Project is estimated to be \$897,000, with grant funds providing \$517,000. The Water Agency's cost share of \$380,000 will be used to support the Project through staff time and consultant costs, spent during the grant term, and secured in the Water Agency's Flood Control Zone 1A fund.

RECOMMENDATIONS

Water Agency staff recommends that the Board adopt the attached resolution authorizing the Water Agency's General Manager to execute a Grant Agreement in the amount of \$517,000 with the California Department of Fish and Wildlife for the Project, and taking related actions; and authorize the Water Agency's General Manager to execute professional services agreements with the San Francisco Estuary Institute in the amount of \$577,000 for development and preparation of the Restoration Plan; and the Laguna Foundation in the amount of \$25,000 for technical assistance, public outreach and facilitation services related to the Master Plan development.

Prior Board Actions:

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

County Goal 2: Economic and Environmental Stewardship –
The Project will protect and enhance the county's natural environment by restoring an important watershed.

Water Agency Flood Control Goals and Strategies, Goal 1: Maintain, operate, and modify flood protection facilities to meet current and future public needs.

The Project will increase awareness of flood control facilities and watershed protection.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		\$448,500	\$448,500
Additional Appropriation Requested			
Total Expenditures		\$448,500	\$448,500
Funding Sources			
General Fund/WA GF			
State/Federal		\$258,500	\$258,500
Fees/Other		\$190,000	\$190,000
Use of Fund Balance			
Contingencies			
Total Sources		\$448,500	\$448,500
Narrative Explanation of Fiscal Impacts:			
<p>The total cost of the Project is estimated to be \$897,000, with grant funds providing \$517,000. The Water Agency's cost share of \$380,000 will be used to support the project through staff time and consultant costs, spent during the grant term, and secured in the Water Agency's Flood Control Zone 1A (14105). These costs will be included in the Water Agency budgets for FY 17/18 and FY 18/19.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<p>R-1 Resolution A-1 General Grant Provisions for Agreement</p>			
Related Items "On File" with the Clerk of the Board:			

CF/15-1-20 California Department of Fish and Wildlife (Grant Agree for Laguna-Mark West Creek Watershed Master Restoration Planning) FP-00158 (ID 5770)

CF/15-1-21 Laguna de Santa Rosa Foundation (Agree for Technical Assistance, Public Outreach and Facilitation Services related to the Laguna-Mark West Creek Watershed Master Restoration Plan (ID 6677)

CF/15-1-21 San Francisco Estuary Institute (Agree for Development and Preparation of the Watershed Restoration Master Plan) (ID 6678)

Date: February 21, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors of the Sonoma County Water Agency to Accept Grant Funds from the California Department of Fish and Wildlife for a Watershed Restoration Planning Grant, Making Certain Certifications as Required by the State of California for Said Grant Agreement, and Delegating Related Authority to the General Manager

Whereas, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1), approved by California voters on November 4, 2014, included \$285 million in grant funds allocated for watershed restoration projects; and

Whereas, the Sonoma County Water Agency (Water Agency) submitted a proposal to the California Department of Fish and Wildlife's Proposition 1 Watershed Restoration Grant Program for a grant to help finance the Laguna-Mark West Creek Watershed Master Restoration Planning Project (Project); and

Whereas, the Water Agency was subsequently selected for award of a planning grant to produce a Watershed Master Restoration Plan for the Laguna-Mark West Creek Watershed; and

Whereas, a resolution from the Water Agency's governing board delegating certain authority to the General Manager and making certain certifications is required in order to accept the grant award.

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

1. The General Manager of the Water Agency, or his designee, is hereby authorized to execute a grant agreement with the State of California, prepare the necessary data, conduct investigations, execute and submit all documents which may be necessary under the grant program; and to execute and submit any further agreements and amendments necessary under the grant program, provided they have no cost to the Water Agency and do not substantially change the Project.

Resolution #
Date: February 21, 2017
Page 2

Directors:

Gorin:	Rabbitt:	Gore:	Hopkins:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

So Ordered.



California Department of Fish and Wildlife General Grant Provisions

Contained herein are the general grant provisions used by California Department of Fish and Wildlife (CDFW) for all grant agreements. Please note there are two versions of the general grant provisions, one of which will be used based upon the type of entity entering into a grant agreement.

- I. Public Entities General Grant Provisions (Exhibit 1.a)
For use with all public agencies except UCs and CSUs.

- II. Non-Public Entities Payable Grant Provisions (Exhibit 1.b)
For use with all non-public entities including non-profits.

**Exhibit 1.a – Public Entities
General Grant Provisions**

Agreement Number: _____

Grantee Name: _____

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the California Department of Fish and Wildlife (CDFW). Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Grantee agrees that the CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

The State of California shall defend, indemnify and hold the Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.

6. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.

**Exhibit 1.a – Public Entities
General Grant Provisions**

Agreement Number: _____

Grantee Name: _____

8. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

10. **LICENSES AND PERMITS (If Applicable):** The Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Grant Agreement only if approved in the budget detail and payment provisions section.

11. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

12. **CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

**Exhibit 1.a – Public Entities
General Grant Provisions**

Agreement Number: _____

Grantee Name: _____

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grant Recipient shall immediately provide CDFW an accounting of all funds received under the Agreement and return to CDFW all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

14. CONFIDENTIALITY OF DATA: The Grantee shall protect from disclosure all information made available by CDFW. The Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by the Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

15. DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

**Exhibit 1.a – Public Entities
General Grant Provisions**

Agreement Number: _____

Grantee Name: _____

16. USE OF SUBCONTRACTOR(S): If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. The Grantee shall submit any subcontracts to the State for inclusion in the grant file;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;
- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

The Grantee shall ensure that any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

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

18. TRAVEL AND PER DIEM (if applicable): The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines.

19. LIABILITY INSURANCE (as applicable): Unless otherwise specified in the Grant Agreement, when the Grantee submits a signed Agreement to the State, the Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

**Exhibit 1.a – Public Entities
General Grant Provisions**

Agreement Number: _____

Grantee Name: _____

The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event the Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. GRANTEE STAFF REQUIREMENTS: The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CDFW or any other California State entity.

21. PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES: Property, exclusive of real property, as used in this exhibit shall include the following:

- a. Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
- b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. Portable Assets, including items considered 'highly desirable' because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.
- d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

The Grantee may purchase property under this Grant Agreement only if specified in the budget detail and payment provisions section. All property purchased by Grantee is owned by the

**Exhibit 1.a – Public Entities
General Grant Provisions**

Agreement Number: _____

Grantee Name: _____

Grantee. CDFW does not claim title or ownership to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

Title or ownership to property with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by the Grantee are reimbursed by CDFW, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item (s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).

The Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Agreement funds.

Prior written authorization by the CDFW Grant Manager shall be required before the Grantee will be reimbursed for any property purchases not specified in the budget. The Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant funds cannot be used for property if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Should this Grant Agreement be cancelled for any reason, any property purchased with grant funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the Grantee under this Grant Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.

California Department of Fish and Wildlife
Exhibit 1.b – Non-Public Entities
General Grant Provisions

Agreement Number: _____

Grantee Name: _____

Page 1 of 6

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the California Department of Fish and Wildlife (CDFW). Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Grantee agrees that CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
6. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.
8. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and

California Department of Fish and Wildlife
Exhibit 1.b – Non-Public Entities
General Grant Provisions

Agreement Number: _____

Grantee Name: _____

Page 2 of 6

subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
10. **LICENSES AND PERMITS (If Applicable):** The Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Grant Agreement only if approved in the budget detail and payment provisions section.
11. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
12. **CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

California Department of Fish and Wildlife
Exhibit 1.b – Non-Public Entities
General Grant Provisions

Agreement Number: _____

Grantee Name: _____

Page 3 of 6

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grant Recipient shall immediately provide CDFW an accounting of all funds received under the Agreement and return to CDFW all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

14. CONFIDENTIALITY OF DATA: The Grantee shall protect from disclosure all information made available by CDFW. The Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by the Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

15. DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

16. USE OF SUBCONTRACTOR(S): If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. The Grantee shall submit any subcontracts to the State for inclusion in the grant file;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;

California Department of Fish and Wildlife
Exhibit 1.b – Non-Public Entities
General Grant Provisions

Agreement Number: _____

Grantee Name: _____

Page 4 of 6

- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

The Grantee shall ensure any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

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

18. TRAVEL AND PER DIEM (if applicable): The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

19. LIABILITY INSURANCE (as applicable): Unless otherwise specified in the Grant Agreement, upon submitting a signed agreement to the State the Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year.

California Department of Fish and Wildlife
Exhibit 1.b – Non-Public Entities
General Grant Provisions

Agreement Number: _____

Grantee Name: _____

Page 5 of 6

New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event the Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. GRANTEE STAFF REQUIREMENTS: The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with CDFW or any other governmental entity.

21. PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES: Property, exclusive of real property, as used in this exhibit shall include the following:

- a. Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
- b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. Portable Assets, including items considered 'highly desirable' because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.
- d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

The Grantee may purchase property under this Grant Agreement only if specified in the budget detail and payment provisions section. All property purchased by Grantee is owned by the Grantee. CDFW does not claim title or ownership to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

California Department of Fish and Wildlife
Exhibit 1.b – Non-Public Entities
General Grant Provisions

Agreement Number: _____

Grantee Name: _____

Page 6 of 6

Title or ownership to property with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by the Grantee are reimbursed by CDFW, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item (s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).

The Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Agreement funds.

Prior written authorization by the CDFW Grant Manager shall be required before the Grantee will be reimbursed for any property purchases not specified in the budget. The Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant funds cannot be used for property if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Should this Grant Agreement be cancelled for any reason, any property purchased with grant funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the Grantee under this Grant Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.



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: February 21, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Cathy Patton (707) 565-2073

Supervisorial District(s):

Title: Quarterly Treasury Financial Report

Recommended Actions:

Review and accept the quarterly Treasury Financial Report for the period of October 1 through December 31, 2016.

Executive Summary:

In accordance with California Government Code Section 53646, the County Treasurer provides quarterly investment reports of Pooled Investment Funds to the Board of Supervisors, to any local agency participating in the fund, and to the Treasury Oversight Committee. The Government Code requires the County Treasurer to certify that sufficient cash flow is available for the next six months to meet the expected demands of all pool participants.

The attached report outlines the current investments of the pool, their market values, weighted average maturity and yields. The report also includes the Treasurer's certification of adequate cash flow.

Discussion:

The Pooled Investment Fund (Fund) is comprised of deposits from multiple agencies within the County of Sonoma, the largest of which, with approximately 25% each, are: Trust Funds, School Districts, and County, with Special Districts making up the remainder. The County general Fund makes up approximately 20% of the Fund and the proportionate share of the interest is approximately \$800K which is included in the calculation of the total amount available in the General Fund.

With the primary investment objective being the preservation of capital, deposits are strategically invested to provide a reasonable return, pending their use for governmental purposes. A secondary objective is to provide sufficient liquidity to meet all reasonably anticipated operating requirements. And finally, the third objective is to attain a rate of return through budgetary and economic cycles, consistent with the risk limitation, prudent investment principles and cash flow characteristics mentioned above.

In order to meet these three objectives the Fund is invested in high credit quality debt securities with the majority of maturities under 5 years as proscribed in California Government Code Section 53601. The bulk of the investments held by the Fund are comprised of debt from: U.S. Treasury, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Farm Credit and the Federal Home Loan Banks. As the two primary objectives are safety of capital and liquidity, the interest rate earned by the Fund is commensurate with other funds comprised of investments with high credit quality and relatively short maturities.

The County's rate of return on investments exceeds that of the Local Agency Investment Fund as well as the County averages rate of return for those Counties with similar sized Funds. Also of note is the use of an outside Treasury consultant who reviews the Fund investments and opines to the reasonableness of the market value, credit risk, maturity distribution and interest rate of return. The use of an outside consultant is to provide an unbiased opinion regarding the Fund activities to the Treasury, Board of Supervisors and tax payers.

	Quarter Ending December 31, 2016
Beginning Fund Balance	\$1,562,081,069
Ending Fund Balance	\$2,088,505,250
Average Daily Fund Balance	\$1,709,728,312
Total Interest Earned (after fees)	\$4,160,695
Interest Rate (after fees)	0.965
Interest Rate (before fees)	1.032
TOTAL FUNDS MANAGED BY TREASURY <i>(including tobacco endowment, PACE bond investments, active bank accounts and money in transit)</i>	\$2,099,719,371

Staff respectfully submits the quarterly investment report for the quarter ending December 31, 2016.

Prior Board Actions:

Quarterly with the last 4 reports being presented on November 15, 2016, August 30, 2016, May 24, 2016 and January 26, 2016.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The quarterly reporting on the County's investment pool provides transparency to the public as well as member agencies, and reflects strong management of the funds that is consistent with the investment objectives.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Quarterly Report and Certification of the County Treasurer – Quarter Ending December 30, 2016.			
Related Items “On File” with the Clerk of the Board:			

**QUARTERLY REPORT AND CERTIFICATION
OF THE COUNTY TREASURER
For Quarter Ending December 31, 2016**

The Government Code requires the County Treasurer to render a Quarterly Report to the County Administrator, the Board of Supervisors, the County Auditor, the Treasury Oversight Committee, and the participants of the Treasury Pool.

The Quarterly Report shall state compliance of the portfolio to the County Investment Policy and denote the ability of the pool to meet its pool's expenditures for the next six months, or provide an explanation as to why sufficient money shall or may not be available.

COMPLIANCE CERTIFICATION

I certify that the investments of the Sonoma County Investment Pool are in compliance with the County Investment Policy.

I further certify that the pool has sufficient cash flow available to meet all budgeted expenditure requirements for the next six months.



Donna M. Dunk
Treasurer
County of Sonoma

**SONOMA COUNTY POOLED INVESTMENT PROGRAM
For Quarter Ending December 31, 2016**

BEGINNING FUND BALANCE (10/01/2016)	\$1,562,081,069
ENDING FUND BALANCE	\$2,088,505,250
AVERAGE DAILY FUND BALANCE	\$1,709,728,312
TOTAL INTEREST EARNED (after fees)	\$4,160,695
INTEREST RATE (after fees)	0.965
INTEREST RATE (before fees)	1.032

TOTAL FUNDS MANAGED BY TREASURY

TOTAL TREASURY BALANCE (including tobacco endowment, PACE bond investments, active bank accounts and money in transit)	\$2,099,719,371
---	-----------------

SONOMA COUNTY QUARTERLY INVESTMENT REPORT
For Quarter Ending December 31, 2016

INVESTMENT POOL YIELD:

The yield during this quarter is 1.032% before fees and .965% after fees.

MARKET VALUE:

The market value of the portfolio as of December 31, 2016, is at 99.63% of cost. The market values are down from the last Quarterly Report. Market values were obtained from SunGard Financial Systems and Bloomberg.

REVERSE REPURCHASE AGREEMENTS:

The pool has no reverse repurchase agreements.

WEIGHTED AVERAGE MATURITY:

The weighted average days to maturity is 603 days.

Excluding SCEIP investments, the weighted average days to maturity is 552 days.

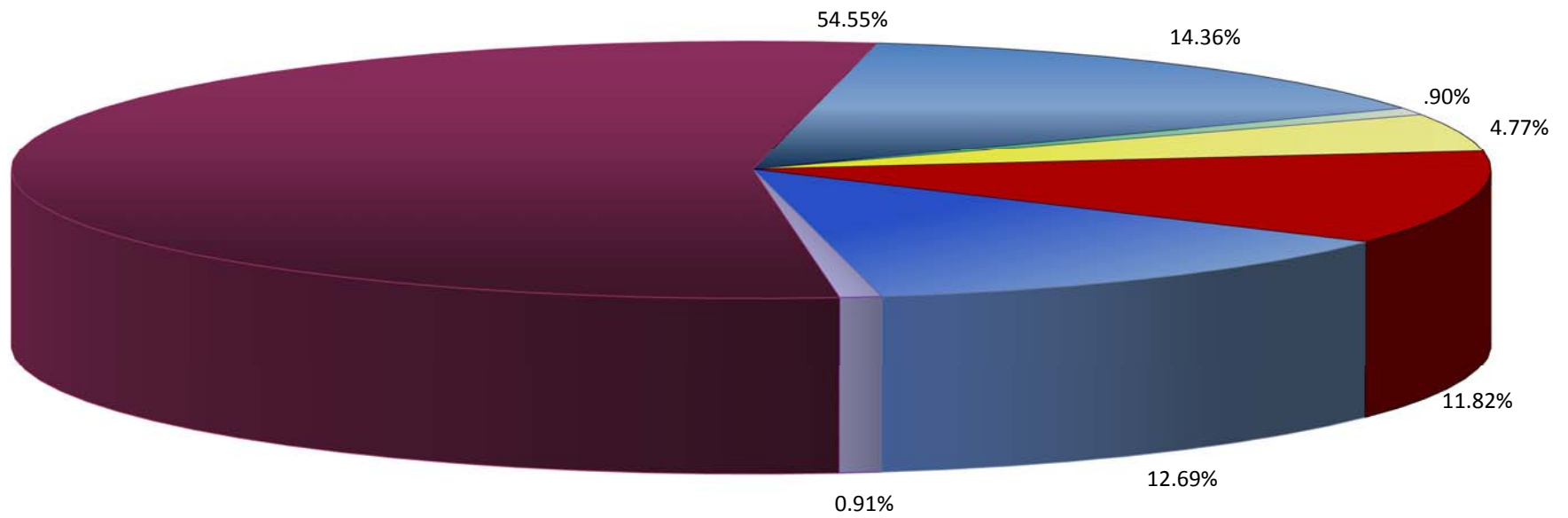
CHARTS:

- Chart 1:** The composition of the Investment Pool by the type of investment.
Chart 2: Interest earnings of the Sonoma County Investment Pool compared to FED FUNDS and Local Agency Investment Fund.

DETAILED LISTING OF INVESTMENTS:

A detailed listing of all investments for the Pooled Investment Fund is located at the end of this report.

SONOMA COUNTY'S POOLED INVESTMENTS AS OF 12/31/2016

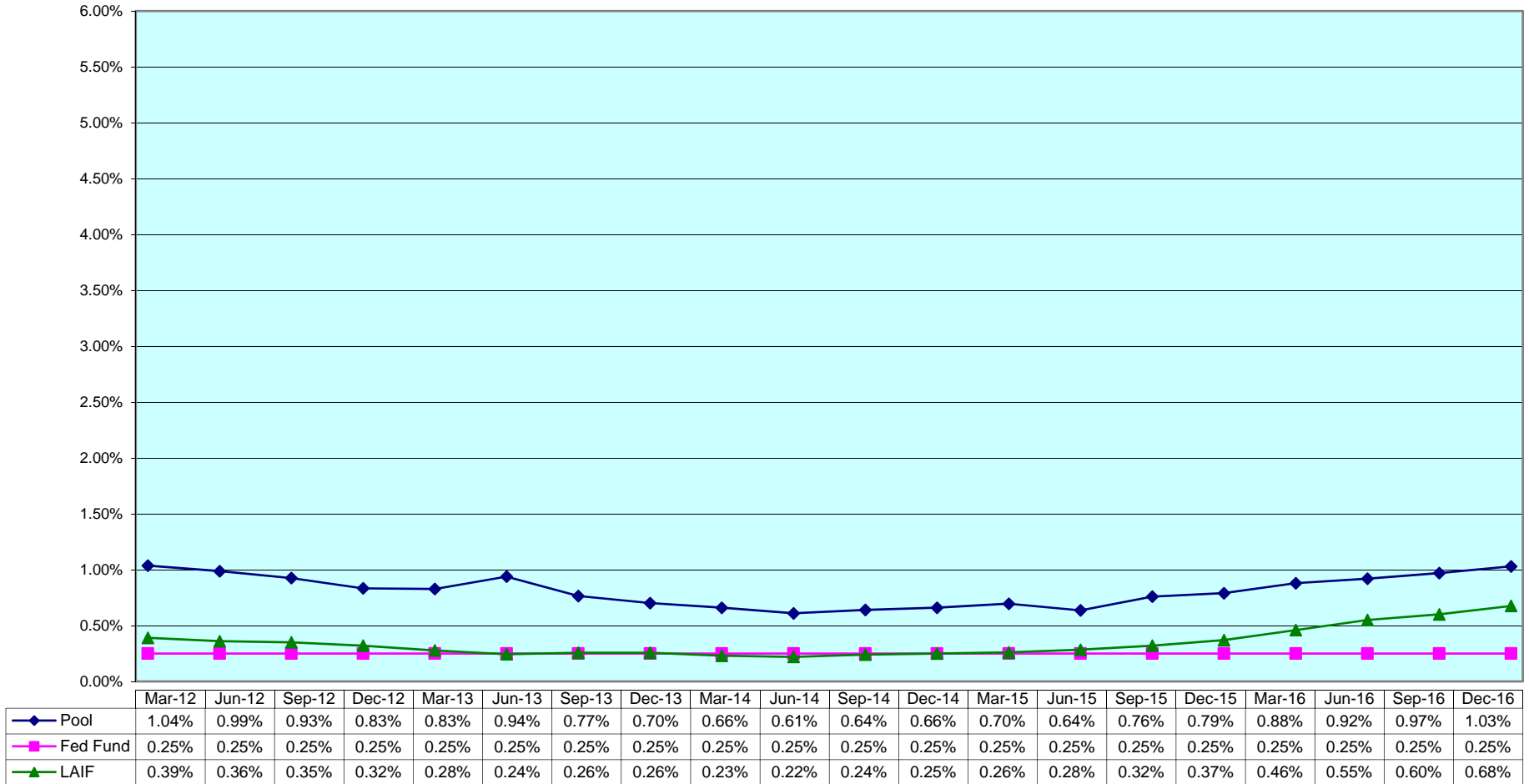


■ GOVERNMENT POOLS & JPA's
■ CASH, CHECKS, AND WARRANTS
■ NEGOTIABLE CERTIFICATES OF DEPOSIT

■ OTHER GOVERNMENTS
■ MONEY MARKET MUTUAL FUNDS

■ TREASURY BILLS AND NOTES
■ CORPORATE NOTES AND BONDS

SONOMA COUNTY TREASURER INVESTMENT POOL QUARTERLY YIELD COMPARISON



*This does not include special TRAN investments & deferred compensation
 Source: County of Sonoma, Office of the Auditor-Controller-Treasurer-Tax Collector

**SONOMA COUNTY POOLED INVESTMENTS
AS OF 12/31/2016**

BOOK VALUE

CHECKS AND WARRANTS IN TRANSIT	\$1,306,653
CASH IN VAULT	\$92,856
CASH IN BANK	\$17,363,557
TREASURY BILLS AND NOTES	\$299,948,661
BANKERS ACCEPTANCES	\$0
OTHER GOVERNMENTS	\$1,139,337,442
COMMERCIAL PAPER	\$0
CORPORATE BONDS AND NOTES	\$246,800,326
NEGOTIABLE CERTIFICATES OF DEPOSIT	\$265,000,000
OTHER GOVERNMENT POOLS AND JPA'S	\$19,079,480
MONEY MARKET MUTUAL FUNDS	\$99,576,275
TOTAL	\$2,088,505,250

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF DECEMBER 31, 2016**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
TREASURY NOTES	02/15/2017	04/27/2015	.62500	.49645	15,000,000.00	15,002,357.06
TREASURY NOTES	07/15/2017	03/30/2015	.87500	.68937	15,000,000.00	15,014,725.36
TREASURY NOTES	07/15/2017	03/02/2016	.87500	.78016	10,000,000.00	10,005,027.33
TREASURY NOTES	07/31/2017	01/19/2016	2.37500	.80992	15,000,000.00	15,134,691.20
TREASURY NOTES	07/31/2017	03/17/2016	.50000	.87935	15,000,000.00	14,967,426.07
TREASURY NOTES	07/31/2017	03/22/2016	.50000	.77478	15,000,000.00	14,976,320.32
TREASURY NOTES	07/31/2017	04/08/2016	.50000	.64954	50,000,000.00	49,956,982.31
TREASURY NOTES	08/15/2017	04/16/2015	.87500	.63180	10,000,000.00	10,014,920.78
TREASURY NOTES	10/31/2017	11/07/2014	.75000	1.01675	10,000,000.00	9,978,262.73
TREASURY NOTES	10/31/2017	06/04/2015	1.87500	.84878	20,000,000.00	20,167,855.11
TREASURY NOTES	10/31/2018	10/31/2016	.75000	.87242	25,000,000.00	24,944,595.47
TREASURY NOTES	10/31/2018	11/18/2016	.75000	1.02578	25,000,000.00	24,884,718.22
TREASURY NOTES	11/30/2018	12/12/2016	1.00000	1.11673	50,000,000.00	49,906,357.74
TREASURY NOTES	10/15/2019	10/31/2016	1.00000	1.02417	25,000,000.00	24,994,420.93
SUBTOTAL TREASURY BILLS AND NOTES		14.36%			300,000,000.00	299,948,660.63
FEDERAL HOME LOAN BANK	01/06/2017	01/06/2015	.75000	.75000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	02/23/2017	12/23/2014	.70000	.72337	5,000,000.00	4,999,832.92
AIRPORT NOTE 2016-1	04/26/2017	05/04/2016	1.70000	1.70000	1,000,000.00	1,000,000.00
FEDERAL HOME LOAN BANK	05/26/2017	05/07/2015	.72000	.72642	20,000,000.00	19,999,497.34
FEDERAL HOME LOAN BANK	06/09/2017	05/12/2015	1.00000	.72026	15,000,000.00	15,018,068.17
FAIR NOTE 2016-1	06/22/2017	06/15/2016	1.40000	1.40000	700,000.00	700,000.00
FHLMC	06/29/2017	06/29/2015	.87500	.87500	15,000,000.00	15,000,000.00
AIRPORT NOTE 2017-1	06/30/2017	09/12/2016	1.70000	1.70000	3,500,000.00	3,500,000.00
AIRPORT NOTE 2017-2	06/30/2017	12/12/2016	1.80000	1.80000	2,200,000.00	2,200,000.00
FEDERAL FARM CREDIT BANK	07/19/2017	10/20/2015	.68000	.69162	10,000,000.00	9,999,376.17
COTATI-ROHNERT PK U	08/01/2017	11/06/2015	1.30000	1.05082	500,000.00	500,715.57
AIRPORT NOTE 2016-2	08/01/2017	08/15/2016	1.70000	1.70000	2,000,000.00	2,000,000.00
FEDERAL FARM CREDIT BANK	08/17/2017	09/14/2016	.69300	.68436	10,000,000.00	9,936,344.44
FEDERAL FARM CREDIT BANK	09/22/2017	10/01/2014	1.12500	1.13800	5,000,000.00	4,999,538.55
FEDERAL NATL MTG ASSN	09/27/2017	11/03/2014	1.00000	.98801	20,000,000.00	20,001,727.28
FHLMC	10/13/2017	04/13/2016	.85000	.85000	4,000,000.00	4,000,000.00
FHLMC	10/27/2017	10/30/2015	.72000	.72000	10,000,000.00	10,000,000.00
FHLMC	11/07/2017	02/25/2016	.85000	.85000	10,000,000.00	10,000,000.00
2013 SERIES A	11/15/2017	08/28/2013	1.55000	1.55000	1,715,000.00	1,715,000.00
2013 SERIES B	11/15/2017	08/28/2013	1.55000	1.55000	445,000.00	445,000.00
FEDERAL FARM CREDIT BANK	11/20/2017	11/20/2012	.85000	.85000	10,000,000.00	10,000,000.00
FHLMC	11/24/2017	11/24/2015	.90000	.90000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	11/28/2017	11/28/2012	.92000	.92000	5,185,185.20	5,185,185.20
FHLMC	12/20/2017	12/20/2012	.92000	.92000	13,810,000.00	13,810,000.00
FHLMC	01/29/2018	10/29/2015	.85000	.85000	8,000,000.00	8,000,000.00
FEDERAL FARM CREDIT BANK	02/16/2018	05/19/2016	.75000	.94189	20,000,000.00	19,957,418.35
FEDERAL FARM CREDIT BANK	03/06/2018	12/06/2016	1.00000	1.00000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	04/13/2018	10/19/2015	.93000	.94224	10,000,000.00	9,998,455.36
FEDERAL FARM CREDIT BANK	04/18/2018	04/12/2016	.75000	.81812	10,000,000.00	9,991,278.28
FEDERAL FARM CREDIT BANK	05/02/2018	11/02/2015	.95000	.95000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	05/02/2018	11/02/2015	.95000	.95000	10,000,000.00	10,000,000.00
FHLMC	05/17/2018	11/17/2015	1.05000	1.05000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	05/23/2018	05/23/2016	1.00000	1.00000	25,000,000.00	25,000,000.00
SONOMA COUNTY WATER	07/01/2018	10/29/2015	1.25000	1.15031	395,000.00	395,578.96
FEDERAL FARM CREDIT BANK	07/05/2018	07/05/2016	.78000	.78000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	07/05/2018	07/05/2016	.78000	.78000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	07/18/2018	04/18/2016	1.00000	1.00000	10,000,000.00	10,000,000.00
FHLMC	07/27/2018	10/27/2015	1.00000	1.00000	10,000,000.00	10,000,000.00
FHLMC	07/27/2018	10/27/2015	1.00000	1.00000	15,000,000.00	15,000,000.00
FHLMC	07/27/2018	04/28/2016	1.00000	1.00000	15,000,000.00	15,000,000.00
FHLMC	07/27/2018	05/05/2016	1.00000	1.00000	12,000,000.00	12,000,000.00
FHLMC	07/27/2018	07/27/2016	.85000	.84293	25,000,000.00	25,002,742.46

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF DECEMBER 31, 2016**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
FEDERAL NATL MTG ASSN	07/27/2018	07/27/2016	.94000	.94000	12,500,000.00	12,500,000.00
FEDERAL HOME LOAN BANK	08/07/2018	07/15/2016	.62500	.78725	25,000,000.00	24,935,931.94
FHLMC	08/10/2018	05/10/2016	1.00000	1.00000	20,000,000.00	20,000,000.00
FHLMC	08/17/2018	05/17/2016	1.12500	1.12500	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	08/23/2018	05/23/2016	1.00000	1.00000	20,000,000.00	20,000,000.00
UNION ELEMENTARY SD	09/01/2018	07/15/2016	2.00700	1.00016	500,000.00	508,260.37
FHLMC	09/28/2018	06/28/2016	1.05000	1.05000	10,250,000.00	10,250,000.00
FEDERAL NATL MTG ASSN	09/28/2018	09/30/2015	1.15000	1.15000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	09/28/2018	09/30/2015	1.15000	1.15000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	10/05/2018	07/15/2016	.96000	.82337	10,000,000.00	10,023,719.22
FEDERAL NATL MTG ASSN	10/26/2018	07/26/2016	1.00000	1.00000	8,000,000.00	8,000,000.00
FEDERAL NATL MTG ASSN	10/29/2018	10/30/2015	1.10000	1.10000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	11/16/2018	11/16/2016	.89000	.97214	20,000,000.00	19,969,585.43
FEDERAL FARM CREDIT BANK	12/28/2018	04/01/2016	1.19000	1.21806	10,000,000.00	9,994,560.45
FEDERAL FARM CREDIT BANK	02/11/2019	02/11/2016	1.20000	1.20000	5,000,000.00	5,000,000.00
FEDERAL NATL MTG ASSN	03/29/2019	09/30/2015	1.30000	1.30000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	04/29/2019	04/29/2016	1.25000	1.25000	15,000,000.00	15,000,000.00
FHLMC	05/24/2019	05/27/2016	1.12500	1.12500	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	06/06/2019	06/06/2016	1.30000	1.30000	20,000,000.00	20,000,000.00
FHLMC	06/28/2019	12/30/2016	1.50000	1.50000	15,000,000.00	15,000,000.00
FHLMC	06/28/2019	12/30/2016	1.50000	1.50000	20,000,000.00	20,000,000.00
FEDERAL NATL MTG ASSN	06/28/2019	06/28/2016	1.20000	1.20000	12,500,000.00	12,500,000.00
FEDERAL NATL MTG ASSN	06/28/2019	06/28/2016	1.20000	1.20000	8,450,000.00	8,450,000.00
SONOMA COUNTY WATER	07/01/2019	10/29/2015	1.50000	1.40037	405,000.00	405,979.48
FEDERAL FARM CREDIT BANK	07/05/2019	07/05/2016	1.02000	1.02000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	07/05/2019	07/07/2016	1.08000	1.08000	25,000,000.00	25,001,500.00
FEDERAL NATL MTG ASSN	07/26/2019	07/26/2016	1.10000	1.10000	7,500,000.00	7,500,000.00
FEDERAL NATL MTG ASSN	07/26/2019	08/10/2016	1.12500	1.15459	15,000,000.00	14,995,382.50
FEDERAL FARM CREDIT BANK	07/29/2019	10/29/2015	1.34000	1.34000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	08/02/2019	12/01/2016	1.26000	1.41880	25,000,000.00	25,001,052.10
FEDERAL NATL MTG ASSN	08/23/2019	08/30/2016	1.15000	1.17532	15,000,000.00	14,993,519.25
SCEIP 2009A-10	09/02/2019	07/01/2009	3.00000	3.00000	18,512.85	18,512.85
SCEIP 2009B-10	09/02/2019	08/03/2009	3.00000	3.00000	18,583.53	18,583.53
SCEIP 2009C-10	09/02/2019	09/01/2009	3.00000	3.00000	31,671.26	31,671.26
SCEIP 2009D-10	09/02/2019	10/01/2009	3.00000	3.00000	318,202.00	318,202.00
FEDERAL FARM CREDIT BANK	09/13/2019	12/13/2016	1.49000	1.49000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	09/13/2019	12/13/2016	1.49000	1.49000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	09/27/2019	12/27/2016	1.55000	1.55000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	11/25/2019	11/28/2016	1.25000	1.30127	20,000,000.00	19,973,017.40
FEDERAL NATL MTG ASSN	11/25/2019	11/29/2016	1.40000	1.51332	20,000,000.00	19,939,107.44
FEDERAL FARM CREDIT BANK	11/25/2019	05/25/2016	1.30000	1.30000	10,000,000.00	10,000,000.00
FHLMC	11/26/2019	05/26/2016	1.35000	1.40141	6,500,000.00	6,490,581.59
FEDERAL HOME LOAN BANK	12/02/2019	12/02/2016	1.50000	1.50000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	02/18/2020	05/18/2016	1.36000	1.36000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	04/27/2020	10/28/2016	1.30000	1.30000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	06/01/2020	12/01/2016	1.65000	1.65000	20,000,000.00	20,000,000.00
SONOMA COUNTY WATER	07/01/2020	10/29/2015	1.75000	1.65038	225,000.00	225,752.40
SCEIP 2009E-10	09/02/2020	11/02/2009	3.00000	3.00000	34,103.61	34,103.61
SCEIP 2009F-10	09/02/2020	12/01/2009	3.00000	3.00000	36,613.67	36,613.67
SCEIP 2010A-10	09/02/2020	01/04/2010	3.00000	3.00000	53,132.91	53,132.91
SCEIP 2010B-10	09/02/2020	02/01/2010	3.00000	3.00000	24,460.89	24,460.89
SCEIP 2010C-10	09/02/2020	03/01/2010	3.00000	3.00000	76,173.74	76,173.74
SCEIP 2010D-10	09/02/2020	04/01/2010	3.00000	3.00000	48,143.30	48,143.30
SCEIP 2010E-10	09/02/2020	05/03/2010	3.00000	3.00000	22,074.96	22,074.96
SCEIP 2010F-10	09/02/2020	06/01/2010	3.00000	3.00000	97,372.20	97,372.20
SCEIP 2010G-10	09/02/2020	06/30/2010	3.00000	3.00000	86,355.86	86,355.86
SCEIP 2010H-10	09/02/2020	08/02/2010	3.00000	3.00000	53,708.33	53,708.33
SCEIP 2010I-10	09/02/2020	09/01/2010	3.00000	3.00000	22,241.51	22,241.51
FEDERAL HOME LOAN BANK	09/29/2020	12/29/2016	2.00000	2.00000	20,000,000.00	20,000,000.00

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF DECEMBER 31, 2016**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
FEDERAL FARM CREDIT BANK	10/13/2020	10/13/2016	1.34000	1.34000	17,000,000.00	17,000,000.00
FEDERAL FARM CREDIT BANK	10/13/2020	10/13/2016	1.34000	1.34000	3,000,000.00	3,000,000.00
FEDERAL FARM CREDIT BANK	12/07/2020	12/07/2016	1.77000	1.77000	20,000,000.00	20,000,000.00
FEDERAL HOME LOAN BANK	12/28/2020	12/28/2016	1.87500	1.87500	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	04/12/2021	04/12/2016	1.62000	1.62000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	04/26/2021	04/26/2016	1.70000	1.70000	7,250,000.00	7,250,000.00
FEDERAL FARM CREDIT BANK	06/02/2021	06/02/2016	1.69000	1.69000	10,000,000.00	10,000,000.00
FHLMC	06/09/2021	06/09/2016	1.60000	1.60000	5,500,000.00	5,500,000.00
FEDERAL HOME LOAN BANK	09/01/2021	09/01/2016	1.55000	1.55522	15,000,000.00	14,996,500.54
SCEIP 2010J-10	09/02/2021	10/01/2010	3.00000	3.00000	9,550.45	9,550.45
SCEIP 2010L-10	09/02/2021	12/01/2010	3.00000	3.00000	144,701.85	144,701.85
SCEIP 2011A-10	09/02/2021	01/03/2011	3.00000	3.00000	6,692.35	6,692.35
SCEIP 2011B-10	09/02/2021	02/01/2011	3.00000	3.00000	36,098.44	36,098.44
SCEIP 2011C-10	09/02/2021	03/01/2011	3.00000	3.00000	37,089.42	37,089.42
SCEIP 2011D-10	09/02/2021	04/01/2011	3.00000	3.00000	159,699.50	159,699.50
SCEIP 2011E-10	09/02/2021	05/02/2011	3.00000	3.00000	16,445.05	16,445.05
SCEIP 2011F-10	09/02/2021	06/01/2011	3.00000	3.00000	41,983.09	41,983.09
SCEIP 2011G-10	09/02/2021	06/30/2011	3.00000	3.00000	16,251.68	16,251.68
SCEIP 2011H-10	09/02/2021	08/01/2011	3.00000	3.00000	54,045.99	54,045.99
SCEIP 2011I-10	09/02/2021	09/01/2011	3.00000	3.00000	60,273.80	60,273.80
FEDERAL HOME LOAN BANK	10/06/2021	10/06/2016	1.54000	1.54000	10,000,000.00	10,000,000.00
FHLMC	12/20/2021	12/20/2016	2.42000	2.42000	15,000,000.00	15,000,000.00
SCEIP 2011J-10	09/02/2022	10/03/2011	3.00000	3.00000	3,323.36	3,323.36
SCEIP 2011K-10	09/02/2022	11/01/2011	3.00000	3.00000	37,292.85	37,292.85
SCEIP 2012A-10	09/02/2022	01/03/2012	3.00000	3.00000	3,549.09	3,549.09
SCEIP 2012B-10	09/02/2022	02/01/2012	3.00000	3.00000	7,041.01	7,041.01
SCEIP 2012C-10	09/02/2022	03/01/2012	3.00000	3.00000	8,415.29	8,415.29
SCEIP 2012D-10	09/02/2022	04/02/2012	3.00000	3.00000	8,905.12	8,905.12
SCEIP 2012G-10	09/02/2022	06/29/2012	3.00000	3.00000	5,368.35	5,368.35
SCEIP 2012H-10	09/02/2022	08/01/2012	3.00000	3.00000	11,175.54	11,175.54
SCEIP 2012J-10	09/02/2023	11/01/2012	3.00000	3.00000	63,257.56	63,257.56
SCEIP 2012K-10	09/02/2023	12/03/2012	3.00000	3.00000	7,203.57	7,203.57
SCEIP 2013A-10	09/02/2023	01/02/2013	3.00000	3.00000	8,013.87	8,013.87
SCEIP 2013C-10	09/02/2023	03/01/2013	3.00000	3.00000	47,088.20	47,088.20
SCEIP 2013E-10	09/02/2023	05/01/2013	3.00000	3.00000	8,017.97	8,017.97
SCEIP 2013H-10	09/02/2023	08/01/2013	3.00000	3.00000	30,947.46	30,947.46
SCEIP 2013I-10	09/02/2023	09/03/2013	3.00000	3.00000	27,273.85	27,273.85
SCEIP 2013J-10	09/02/2024	10/01/2013	3.00000	3.00000	95,806.89	95,806.89
SCEIP 2013L-10	09/02/2024	12/02/2013	3.00000	3.00000	67,282.43	67,282.43
SCEIP 2014A-10	09/02/2024	01/02/2014	3.00000	3.00000	36,855.39	36,855.39
SCEIP 2014B-10	09/02/2024	02/03/2014	3.00000	3.00000	15,570.39	15,570.39
SCEIP 2014C-10	09/02/2024	03/03/2014	3.00000	3.00000	42,568.45	42,568.45
SCEIP 2014D-10	09/02/2024	04/01/2014	3.00000	3.00000	14,722.81	14,722.81
SCEIP 2014E-10	09/02/2024	05/01/2014	3.00000	3.00000	8,709.75	8,709.75
SCEIP 2014F-10	09/02/2024	06/02/2014	3.00000	3.00000	3,112.73	3,112.73
SCEIP 2014G-10	09/02/2024	06/30/2014	3.00000	3.00000	40,225.56	40,225.56
SCEIP 2014H-10	09/02/2024	08/01/2014	3.00000	3.00000	39,596.30	39,596.30
SCEIP 2014I-10	09/02/2024	09/02/2014	3.00000	3.00000	5,202.92	5,202.92
SCEIP 2014J-10	09/02/2025	10/01/2014	3.00000	3.00000	4,933.92	4,933.92
SCEIP 2014K-10	09/02/2025	11/03/2014	3.00000	3.00000	34,212.48	34,212.48
SCEIP 2014L-10	09/02/2025	12/01/2014	3.00000	3.00000	48,880.51	48,880.51
SCEIP 2015A-10	09/02/2025	01/05/2015	3.00000	3.00000	45,288.97	45,288.97
SCEIP 2015C-10	09/02/2025	03/02/2015	3.00000	3.00000	3,746.03	3,746.03
SCEIP 2015D-10	09/02/2025	04/01/2015	3.00000	3.00000	5,083.10	5,083.10
SCEIP 2015F-10	09/02/2025	06/01/2015	3.00000	3.00000	15,338.05	15,338.05
SCEIP 2015H-10	09/02/2025	08/03/2015	3.00000	3.00000	24,841.44	24,841.44
SCEIP 2015I-10	09/02/2025	09/02/2015	3.00000	3.00000	17,117.70	17,117.70
SCEIP 2015J-10	09/02/2026	10/01/2015	3.00000	3.00000	50,936.86	50,936.86
SCEIP 2015K-10	09/02/2026	11/02/2015	3.00000	3.00000	85,910.21	85,910.21

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF DECEMBER 31, 2016**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
SCEIP 2015L-10	09/02/2026	12/01/2015	3.00000	3.00000	65,455.49	65,455.49
SCEIP 2016B-10	09/02/2026	02/01/2016	3.00000	3.00000	35,353.30	35,353.30
SCEIP 2016D-10	09/02/2026	04/01/2016	3.00000	3.00000	20,652.07	20,652.07
SCEIP 2016G-10	09/02/2026	06/30/2016	3.00000	3.00000	259,325.07	259,325.07
SCEIP 2016H-10	09/02/2026	08/01/2016	3.00000	3.00000	2,816.88	2,816.88
SCEIP 2016I-10	09/02/2026	09/02/2016	3.00000	3.00000	65,297.60	65,297.60
SCEIP 2016K-10	09/02/2027	11/01/2016	3.00000	3.00000	85,598.91	85,598.91
SCEIP 2016L-10	09/02/2027	12/01/2016	3.00000	3.00000	52,375.24	52,375.24
SCEIP 2009B-20	09/02/2029	06/01/2009	3.00000	3.00000	184,973.28	184,973.28
SCEIP 2009C-20	09/02/2029	07/01/2009	3.00000	3.00000	124,544.57	124,544.57
SCEIP 2009D-20	09/02/2029	08/03/2009	3.00000	3.00000	369,794.23	369,794.23
SCEIP 2009E-20	09/02/2029	09/01/2009	3.00000	3.00000	2,488,223.25	2,488,223.25
SCEIP 2009F-20	09/02/2029	10/01/2009	3.00000	3.00000	855,277.23	855,277.23
SCEIP 2009G-20	09/02/2030	11/02/2009	3.00000	3.00000	633,138.87	633,138.87
SCEIP 2009H-20	09/02/2030	12/01/2009	3.00000	3.00000	1,504,405.21	1,504,405.21
SCEIP 2010A-20	09/02/2030	01/04/2010	3.00000	3.00000	1,190,426.56	1,190,426.56
SCEIP 2010B-20	09/02/2030	02/01/2010	3.00000	3.00000	1,031,492.53	1,031,492.53
SCEIP 2010C-20	09/02/2030	03/01/2010	3.00000	3.00000	896,985.41	896,985.41
SCEIP 2010D-20	09/02/2030	04/01/2010	3.00000	3.00000	707,247.64	707,247.64
SCEIP 2010E-20	09/02/2030	05/03/2010	3.00000	3.00000	690,723.82	690,723.82
SCEIP 2010F-20	09/02/2030	06/01/2010	3.00000	3.00000	1,135,571.12	1,135,571.12
SCEIP 2010G-20	09/02/2030	06/30/2010	3.00000	3.00000	786,622.25	786,622.25
SCEIP 2010H-20	09/02/2030	08/02/2010	3.00000	3.00000	674,336.30	674,336.30
SCEIP 2010I-20	09/02/2030	09/01/2010	3.00000	3.00000	855,231.24	855,231.24
SCEIP 2010J-20	09/02/2031	10/01/2010	3.00000	3.00000	428,098.47	428,098.47
SCEIP 2010K-20	09/02/2031	11/01/2010	3.00000	3.00000	736,726.56	736,726.56
SCEIP 2010L-20	09/02/2031	12/01/2010	3.00000	3.00000	624,408.88	624,408.88
SCEIP 2011A-20	09/02/2031	01/03/2011	3.00000	3.00000	454,080.11	454,080.11
SCEIP 2011B-20	09/02/2031	02/01/2011	3.00000	3.00000	626,195.55	626,195.55
SCEIP 2011C-20	09/02/2031	03/01/2011	3.00000	3.00000	483,241.31	483,241.31
SCEIP 2011D-20	09/02/2031	04/01/2011	3.00000	3.00000	611,469.31	611,469.31
SCEIP 2011E-20	09/02/2031	05/02/2011	3.00000	3.00000	327,659.39	327,659.39
SCEIP 2011F-20	09/02/2031	06/01/2011	3.00000	3.00000	382,994.75	382,994.75
SCEIP 2011G-20	09/02/2031	06/30/2011	3.00000	3.00000	672,864.75	672,864.75
SCEIP 2014F-20	09/02/2034	06/02/2014	3.00000	3.00000	112,519.02	112,519.02
SCEIP 2014G-20	09/02/2034	06/30/2014	3.00000	3.00000	237,774.27	237,774.27
SCEIP 2014H-20	09/02/2034	08/01/2014	3.00000	3.00000	190,476.99	190,476.99
SCEIP 2014I-20	09/02/2034	09/02/2014	3.00000	3.00000	215,392.98	215,392.98
SCEIP 2014J-20	09/02/2035	10/01/2014	3.00000	3.00000	139,666.84	139,666.84
SCEIP 2014K-20	09/02/2035	11/03/2014	3.00000	3.00000	136,015.17	136,015.17
SCEIP 2014L-20	09/02/2035	12/01/2014	3.00000	3.00000	78,373.01	78,373.01
SCEIP 2015A-20	09/02/2035	01/05/2015	3.00000	3.00000	177,350.61	177,350.61
SCEIP 2015B-20	09/02/2035	02/02/2015	3.00000	3.00000	109,916.75	109,916.75
SCEIP 2015C-20	09/02/2035	03/02/2015	3.00000	3.00000	209,190.59	209,190.59
SCEIP 2015D-20	09/02/2035	04/01/2015	3.00000	3.00000	219,964.59	219,964.59
SCEIP 2015E-20	09/02/2035	05/01/2015	3.00000	3.00000	90,748.34	90,748.34
SCEIP 2015F-20	09/02/2035	06/01/2015	3.00000	3.00000	89,238.03	89,238.03
SUBTOTAL OTHER GOVERNMENTS		54.55%			1,139,607,417.76	1,139,337,441.72
BANK OF MONTREAL	01/03/2017	07/08/2016	.88000	.88000	25,000,000.00	25,000,000.00
TORONTO DOMINION	02/17/2017	07/20/2016	.95000	.95000	25,000,000.00	25,000,000.00
BNP PARIBAS	03/07/2017	12/07/2016	.93000	.93000	25,000,000.00	25,000,000.00
TORONTO DOMINION	03/09/2017	12/09/2016	.94000	.94000	25,000,000.00	25,000,000.00
BANK OF NOVA SCOTIA	03/13/2017	07/13/2016	.99000	.99000	25,000,000.00	25,000,000.00
BANK OF MONTREAL	06/01/2017	12/01/2016	1.12000	1.12000	20,000,000.00	20,000,000.00
BANK OF NOVA SCOTIA	06/09/2017	12/09/2016	1.15000	1.15000	25,000,000.00	25,000,000.00
BANK OF MONTREAL	07/03/2017	09/09/2016	1.30000	1.30000	20,000,000.00	20,000,000.00
TORONTO DOMINION	07/05/2017	08/26/2016	1.33000	1.33000	25,000,000.00	25,000,000.00

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF DECEMBER 31, 2016**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
BANK OF NOVA SCOTIA	07/28/2017	04/08/2016	1.20000	1.20000	25,000,000.00	25,000,000.00
BNP PARIBAS	09/06/2017	12/07/2016	1.30000	1.30000	25,000,000.00	25,000,000.00
SUBTOTAL NEGOTIABLE CERTIFICATES OF DEPOSIT		12.69%			265,000,000.00	265,000,000.00
GE CAP CORP MTN	01/09/2017	06/04/2015	2.90000	.86910	10,000,000.00	10,004,395.21
BANK OF AMERICA	02/14/2017	11/20/2015	1.25000	1.09822	20,000,000.00	20,003,601.78
GE CAP CORP MTN	04/27/2017	11/06/2012	2.30000	1.41507	5,000,000.00	5,013,581.88
WELLS FARGO CO MTN	05/08/2017	11/06/2012	2.10000	1.36301	5,000,000.00	5,012,398.74
WELLS FARGO CO MTN	06/02/2017	10/26/2015	1.15000	1.01026	15,000,000.00	15,008,613.33
BNY MELLON	06/20/2017	12/14/2016	1.96900	1.19266	8,500,000.00	8,530,637.07
WELLS FARGO CO MTN	09/08/2017	10/17/2014	1.40000	1.22336	7,037,000.00	7,045,321.90
WELLS FARGO CO MTN	09/08/2017	07/02/2015	1.40000	1.24004	15,000,000.00	15,016,098.27
CATEPILLAR	11/06/2017	12/03/2012	1.25000	1.10708	5,000,000.00	5,005,865.67
MICROSOFT CORP	11/15/2017	12/05/2016	.87500	.95698	7,826,000.00	7,824,249.89
MICROSOFT CORP	11/15/2017	12/14/2016	.87500	.96245	5,778,000.00	5,777,697.92
GE CAP CORP MTN	12/07/2017	12/07/2012	1.44806	1.44806	25,000,000.00	25,000,000.00
TOYOTA	12/20/2017	12/20/2012	1.10711	1.10711	20,000,000.00	20,000,000.00
WELLS FARGO CO MTN	01/22/2018	01/29/2016	1.65000	1.66501	7,000,000.00	6,998,917.72
EXXON	03/06/2018	12/07/2016	1.30500	1.34674	25,375,000.00	25,446,237.38
BANK OF AMERICA	03/26/2018	05/10/2016	1.65000	1.42009	10,000,000.00	10,027,792.13
WELLS FARGO CO MTN	04/23/2018	07/19/2016	1.51178	1.31997	5,000,000.00	5,011,943.54
TOYOTA	10/25/2018	10/25/2013	1.53178	1.53178	5,000,000.00	5,000,000.00
WELLS FARGO CO MTN	11/28/2018	12/08/2016	1.80000	1.84316	10,000,000.00	9,991,976.67
WELLS FARGO CO MTN	05/24/2019	06/14/2016	1.75000	1.48002	15,000,000.00	15,094,493.70
WELLS FARGO CO MTN	12/06/2019	12/08/2016	1.60083	1.60083	10,000,000.00	10,000,000.00
WELLS FARGO CO MTN	12/06/2019	12/08/2016	2.15000	2.19789	10,000,000.00	9,986,503.02
SUBTOTAL CORPORATE NOTES AND BONDS		11.82%			246,516,000.00	246,800,325.82
CAMP	01/01/2017	07/08/2002	.70906	.70906	21,005,080.24	21,005,080.24
CAL TRUST MMF	01/01/2017	08/28/2009	.39791	.39791	78,571,195.05	78,571,195.05
SUBTOTAL MONEY MARKET MUTUAL FUNDS		4.77%			99,576,275.29	99,576,275.29
LOCAL AGENCY INVESTMENT FUND	01/01/2017	11/04/2002	.67593	.67593	19,079,479.77	19,079,479.77
SUBTOTAL GOVERNMENT POOLS AND JPA'S		0.91%			19,079,479.77	19,079,479.77
CASH IN BANK		0.83%			17,363,556.95	17,363,556.95
CHECK AND WARRANTS IN TRANSIT		0.06%			1,306,653.41	1,306,653.41
CASH IN VAULT		0.00%			92,855.97	92,855.97
GRAND TOTAL		100%			2,088,542,239.15	2,088,505,249.56



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Tracy Papenhausen 565-3226

Supervisorial District(s):

Title: Agreement between the Auditor-Controller-Treasurer-Tax Collector and The Data Center for producing and mailing annual property tax statements.

Recommended Actions:

- A. Authorize the Auditor-Controller-Treasurer-Tax Collector to negotiate and execute an agreement with The Data Center, LLC to produce and mail Sonoma County property tax statements for a period of five years in an amount not to exceed \$750,000 over the term of the contract, with the option to renew the agreement annually for up to two additional one year periods in an amount not to exceed \$150,000 each year.
- B. Authorize the Auditor-Controller-Treasurer-Tax Collector to amend the agreement for minor changes or additions that do not significantly change the scope of services in a form to be approved by County Counsel in an amount not to exceed \$100,000 during the term of the agreement.

Executive Summary:

In accordance with California Revenue and Taxation Code Sections 2610.5 and 2910.1, the Auditor-Controller-Treasurer-Tax Collector's office (ACTTC) is required to annually issue tax bills on or before November 1st for each property on the secured (real property) tax roll. Additionally, the County may transmit tax bills for assessments on the unsecured (business, vessels, airplanes, other unsecured property) tax roll each year on or before July 31.

In the past the ACTTC utilized the services of the County Reprographics print shop to produce the annual property tax bills. On June 14, 2016 the Board approved an agreement with The Data Center, LLC to produce, print and mail the 2016-2017 annual tax bills as a result of the March 29, 2016 decision to eliminate the Reprographics print shop. The ACTTC obtained a single source waiver of competition for the 2016-2017 property tax bill print job because of the time constraints in producing an RFP, selecting a vendor, and negotiating a contract.

The ACTTC completed a Request for Proposal for Property Tax Related Printing and Mailing Services on October 21, 2016 and selected The Data Center LLC from the four proposals received.

Discussion:

In September, the ACTTC formed a 3 person Request for Proposal (RFP) committee comprised of the Tax Collection Manager, ACTTC Accountant Auditor II and the ISD Records and Information Manager. The RFP was prepared with the assistance of purchasing staff and was issued on September 16, 2016 to approximately 40 vendors, with responses due October 21, 2016. The committee received and reviewed four (4) responses. Respondents were InfoSend Incorporated (Anaheim, Ca), Presort Center, LLC (Fresno, Ca), The Data Center LLC (Salt Lake City, Ut) and IC Group, Inc (Salt Lake City, Ut).

Criteria used in the selection were:

- Experience in producing and mailing California County tax bills. Experience in working with the Megabyte Property Tax System or the County of Sonoma
- Proposal process was clear, well defined and met the needs of the County. Proposal meets the desired timelines of the critical jobs described
- Proposer will have the ability to absorb the time sensitive jobs of the County into their current workflow. Proposer has strong disaster recovery system in place
- Cost
- Local Preference

Of the four proposals, the committee members rated The Data Center highest overall, and determined that they could best fulfill all of the RFP requirements. The Data Center complies with the County of Sonoma Living Wage Ordinance. None of the 4 proposals received were from local vendors therefore, none received local preference. From the 4 proposals received, the total annual costs ranged from \$122,000 to \$132,000.

The Data Center was successful in producing, printing and mailing the 2016-17 property tax statements seamlessly with very short notice this past year. They are able to work with the existing Megabyte Property Tax System files in order to produce the statements efficiently and timely. The Data Center has over 23 years of experience in printing and mailing and works with other California counties in producing and mailing property tax statements.

Under the terms of the contract the cost to produce and mail the annual Unsecured and Secured property tax statements will be in an amount not to exceed \$150,000 per year. This amount includes estimated postage costs for all mailings in an amount of \$73,000. All estimated costs for the printing and mailing of annual property tax statements are shown in Exhibit B of the contract.

In addition to printing of the property tax bills, the contract includes printing and inserting flyers for the Sonoma County Children's Trust Fund, the Sonoma County Energy Independence Program (SCEIP), and the Transient Occupancy Tax (TOT) program. The estimated cost for producing and inserting flyers for the Children's Trust Fund is \$8,019 (\$7,124 printing and \$895 inserting). The estimated cost for producing and inserting flyers for the SCEIP or TOT program is \$5,370 each (\$4,475 printing and \$895 inserting). Printing for these programs, would be charged to the respective departments.

Staff requests authorization for the Auditor-Controller-Treasurer-Tax Collector to negotiate and execute an agreement with The Data Center, LLC to produce and mail Sonoma County property tax statements for a period of five years in an amount not to exceed \$750,000 over the term of the contract which includes estimated postage of \$73,000 per year (for a total of \$365,000 over the 5 year contract period), with the option to renew the agreement annually for up to two additional one year periods in an amount not to exceed \$150,000 each year.

In addition, it is requested that authorization is given to the Auditor- Controller -Treasurer -Tax Collector to amend the agreement for minor changes or additions that do not significantly change the scope of services in a form to be approved by County Counsel in an amount not to exceed \$100,000 during the term of the agreement. This authorization will allow for unforeseen circumstances with the mandatory mailing of the property tax statements, or unknown future increases in postage rates that would need to be addressed in order to mail the statements.

Prior Board Actions:

June 14, 2016 the Board approved an agreement with The Data Center, LLC to produce, print and mail the 2016-2017 Sonoma County annual tax statements in an amount not to exceed \$77,000.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The services provided in this agreement will insure that the ACTTC is complying with California Revenue & Taxation code that governs the mailing of property tax bills.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		150,000	150,000
Additional Appropriation Requested			
Total Expenditures		150,000	150,000
Funding Sources			
General Fund/WA GF		150,000	150,000
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		150,000	150,000
Narrative Explanation of Fiscal Impacts:			
Term of contract 5 years in an amount not to exceed \$150,000 per year, for a total of \$750,000 over the life of the contract.			
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. Professional Services Agreement			
Related Items "On File" with the Clerk of the Board:			

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

AGREEMENT FOR PROPERTY TAX RELATED PRINTING AND MAILING SERVICES

This agreement ("Agreement"), dated as of March 1, 2017 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and The Data Center LLC, a Utah Limited Liability Corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified , experienced in the preparation of data service, printing and mailing of taxing authority statements and related services; and

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Consultant for preparing, printing and mailing of the Sonoma County annual property tax bills and the necessary documentation/envelopes provided for the mailing of such bills.

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

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as

well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons from County's work immediately upon receiving written notice from County.

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid a lump sum amount not to exceed \$150,000.00 per year regardless of the number of hours or length of time necessary for Consultant to complete the services. This cost includes estimated annual postage. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.

A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in Exhibit B, attached hereto and incorporated herein by this reference.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do

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

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from March 1, 2017 to June 30, 2022 unless terminated earlier in accordance with the provisions of Article 4 below. At the option of the County this agreement may be renewed annually for up to two (2) additional one year periods (Fiscal Year 2022-2023 and 2023-2024) (“Extension Period”).

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should either party fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, the other party may immediately terminate this Agreement by giving the failing party written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis,

Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

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

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not significantly change the scope of work or significantly

lengthen time schedules, and amendments to the Agreement which do not increase the amount of payment under the Agreement (taking into account all prior amendments) more than \$100,000 from the original Agreement amount, may be executed by the Department Head in a form approved by County Counsel.

The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not

limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

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

circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

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

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Sonoma County ACTTC
Attn: Joanne Tunzi
585 Fiscal Drive, Room 100
Santa Rosa, Ca 95403

TO: CONSULTANT:

The Data Center
1827 S Fremont Drive
Salt Lake City, UT 84104-4220

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

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term

or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

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

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

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

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

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

CONSULTANT: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

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

By: _____
Department Head ACTTC

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

Exhibit A PROJECT SCOPE

General Mailing Requirements, All Jobs

The Project Scope is to provide full printing and mailing services integrated with USPS for mailing property tax statements which may include but not be limited to the jobs listed below:

Job #	Job Name	Aprox. Piece/Year
1	Annual Current Secured Property Tax Bills-AA	47,665
2	Annual Current Secured Property Tax Bills-SA	112,483
3	Annual Current Secured Property Tax Bills-CC	17,575
	Inserts for Annual Secured Bills:	
	8 1/2 x 11 Tri fold multi color(A/C & Childrens Trust)	179,000
	8 1/2 x 3 2/3 multi color insert (SCEIP or TOT)	179,000
	8 1/2 x 3 2/3 multi color (Impound- mail with Secured AA bills)	48,000
4	Annual Current Unsecured Property Tax Bills	21,928
	Inserts for Annual Unsecured Bills:	
	8 1/2 x 11 Tri fold, one sided, black & white (Vessels)	5,200
	8 1/2 x 11 Tri fold, one sided, black & white (Aircraft)	750
5	#10 White Window with County permit pre-printed	170,000
6	#10 White Window for non-presort	22,000
7	#9 green remittance envelopes	280,000
8	Extra Blank Shells-Unsecured stock for in-house use	8,000

Each of the above print and mailing jobs are described in more detail below. General requirements applying to all printing and mailing jobs:

The County will:

- Transmit electronically to the vendor all Bills, Notices, and Letters to be printed.
- Provide print files such that the mailing addresses will be printed in an area to allow the address to be seen through the window on the master envelope.

The Vendor will:

- Work with the county programmers to receive, send, and verify appropriate files in a format acceptable to the county.
- Provide samples for final approval by County prior to processing full print jobs.
- Work with County to assure proper format.

- Print Bills, Notices, and Letters and some variable data.
- Print envelopes to be used for mailing bills, notices, letters, and remittances.
- Supply and quote cost for each type of paper to be used in print jobs.
- Print in full color or black and white as specified. Vendor may quote costs for laser jet, inkjet or other printing methods. Print method and result must be approved by County as to quality of printing.
- Print on one or both sides of paper as specified by the County in each print job.
- Print an OCRA scan line on each micro perforated remittance stub of the tax bill as required for County remittance processor machinery to read.
- Fold, insert and seal the Bills, Notices, and Letters, remittance envelopes, and other inserts as required into master envelopes per County instructions.
- Provide for up to six pieces to be inserted into each envelope.
 - Tax Bills, Letters, or Inserts.
 - Remittance envelopes (standard size #9). Insertion quantity may be zero, one, or two, as specified by the county for each job.
 - Other inserts may be 8 ½" x 3 2/3" or 8 ½" x 11" or 8 ½" x 14" as specified in each job.
 - Mailing addresses will be printed in an area to allow the address to be seen through the window on the envelope.
- Provide capability for different folds as required to insert and make mailing address visible through master envelope window.
- Where micro perforations are used, folds must be on perforations.
- Provide "house-holding" services
 - Identify multiple mail items going to the exact same name and address, and consolidate these into one master envelope or package to save postage and provide better service to taxpayers.
 - Both the name and the address must be an exact match to be house-held.
 - Use different sized master envelopes or packages, depending on the number of consolidated items.
 - Vendor must include with quote how many tax bills can be stuffed into each type of master envelope (#10 window, 9" x 12" window, or larger package)
- Presort mailings utilizing IMB processing in order to minimize postage cost.
- Deliver stuffed, folded, sealed, and presorted envelopes to the United States Post Office.
- Prepare all USPS paper work for mailing efficiency and provide copies to the County.
- Provide reports to County on mailings, invalid addresses, and others reports as specified.
- Manage processing of all mailing files through NCOA and CASS, and provide reporting back to County. Replace abbreviated City names included in County-delivered electronic files with actual name so "Full Service" with USPS certification will be accurate.
 - Vendor to use their own indicia and/or meter to apply postage.
 - If an item does not qualify for IMB as addressed, and no forwarding address is available, vendor will mail to the invalid address (as required under California Revenue & Taxation Code).
 - If an item does not qualify for IMB as addressed, but there is a better address available through NCOA, vendor will not mail the item, and instead will return a file to the County showing both the original and the forwarding address. Vendor will not bill the County for postage for such items.
 - For all items above, Vendor must provide a report including batch, page, reject type, and better address if available.

- Quote each cost item separately, with fixed and variable costs separated. Quote variable costs as per thousand pieces, so the County may better understand how changes in quantities will affect costs. Specifically, itemize postage amount per piece and total postage with total quantity and associated postage total.

See specific requirements for each type of job on pages which follow.

Annual Current Secured Property Tax Bills – Job #1-3

- These bills are printed and mailed once each year.
- Approximately 179,000 tax bills must be printed and mailed to approximately 156,000 unique addresses, together with inserts as specified.
- Please refer to samples and Exhibit 1. Each envelope or package will contain:
 - One or more Tax Bills, to be printed, folded, and stuffed into master envelopes by vendor.
 - Sample shown as Exhibit 1
 - Either two, one, or no #9 remittance envelopes will be inserted into master envelopes.
 - Sample shown as Exhibit 10
 - One 8 ½” x 11” insert to be printed, folded and stuffed into master envelopes by vendor.
 - Sample shown as Exhibit 3
 - Printed one or both sizes.
 - Option for full color or black and white.
 - Paper to be 24# white.
 - Approximate quantity 160,000
 - One, two or three 8 ½” x 3 2/3” inserts, to be printed and stuffed into master envelopes by vendor.
 - Printing to be one or more colors on one or both sides. Paper to be 10 % recycle content, 80# book weight.
 - Samples shown as Exhibit 4.
 - Sample master envelope shown as Exhibit 8.
- Print files with addresses will be provided by the County in approximately mid-September. **Bills must be printed and mailed no later than the end of the second week in October.** Vendor should specify turnaround time in business days, from time of receipt of print file to time of delivery to USPS. The shorter the turnaround time, the better.
- Tax Bills will be 8 ½” x 14”.
 - The front side of each bill will be unique.
 - The back side of this bill will be fixed. County will provide verbiage for back side of bill form. This verbiage is subject to change each year.
 - Three color on front and one color on back.
 - Each bill must have two clean horizontal micro perforations to allow for clean and easy separation of two payment stubs from the rest of the bill. Location of perforations will be specified in advance by the County, and will be the same for all bills. One perforation will be 3” from the bottom of the bill. The second perforation will be 6” from the bottom of the bill.
 - Paper to be 28#
- County requires IMB to printed form or envelope for each unique name and address. Multiple items to exact same name and address may be coded only once.

- IMB applied to the form must be in address field.
- Envelopes to be used:
 - #10 white window with vendor indicia. Quantity approximately 156,000. Shown as Exhibit 8.
 - #9 green remittance envelopes. Quantity approximately 218,000. Shown as Exhibit 10.
- Vendor should have the ability to print and store all envelopes in such a timely manner to meet the appropriate mandated mailing dates for each print job type.
- Vendor will not charge for storage.
- For bills going in the #10 envelopes, folds must occur on each perforation on the Tax Bill.

Annual Unsecured Property Tax Bills – Job #4

- These Tax Bills are printed and mailed once each year.
- Approximately 22,000 Tax Bills must be printed and mailed to approximately 22,000 unique addresses, together with inserts as specified.
- Please refer to samples. Each envelope or package will contain:
 - Tax Bills, Exhibit 2
 - One #9 green remittance envelope, Exhibit 10
 - Optional 8 ½” x 11” insert. Exhibit 6.
 - Optional 8 ½” x 11” insert. Exhibit 7.
- Print files with addresses will be provided by the County in approximately early to mid-July. **Bills must be printed, mailed, and postmarked no later than July 31st.** Vendor should specify turnaround time in business days, from time of receipt of print file to time of delivery to USPS. The shorter the turnaround time, the better.
- Tax bills will be 8 ½” x 14”.
 - The front side of each bill will be unique.
 - The back side of each bill will be fixed. County will provide verbiage for back side of bill form. This verbiage is subject to change each year.
 - Three color on front and one color on back.
 - Each bill must have one clean horizontal micro perforation to allow for clean and easy separation of the single payment stub from the rest of the bill. Location of perforation will be specified in advance by the County, and will be the same for all bills. The perforation will be 3” from the bottom of the bill.
 - Paper to be 28#
- County requires IMB to printed form or envelope for each unique name and address. Multiple items to exact same name and address may be coded only once.
- IMB applied to the form must be in address field.
- Envelopes to be used:
 - #10 white window for non-presort, shown as Exhibit 9. Quantity approximately 22,000.
 - #9 green remittance envelopes, shown as Exhibit 10. Quantity approximately 22,000.
- Vendor should have the ability to print and store all envelopes in such a timely manner to meet the appropriate mandated mailing dates for each print job type.
- Vendor will not charge for storage.
- For bills going in the #10 envelopes, the fold must also occur on the perforation.

Tax Bill Micro Perforated Stock

- Vendor to provide stock as follows:
 - 180,000 sheets of 8 ½" x 14" 28# paper stock (two micro perforations) to be used for Job #1-3. Each sheet must have two clean horizontal micro perforations to allow for clean and easy separation of two stubs from the rest of the sheet. Location of perforations will be specified in advance by the County, and will be the same for all of these sheets. One perforation will be 3" from the bottom of the bill. The second perforation will be 6" from the bottom of the bill.
The front side of each bill will be unique.
The back side of this bill will be fixed. County will provide verbiage for back side of bill form. This verbiage is subject to change each year. Shown as Exhibit 1.

 - 30,000 sheets of 8 ½" x 14" blank 28# paper stock (one perforation) to be used for Job #4 and Job #8. Each sheet must have one clean horizontal micro perforation to allow for clean and easy separation of the stub from the rest of the sheet. Location of perforation will be specified in advance by the County, and will be the same for all of these sheets. Only one perforation to be 3" from the bottom of the bill.
The front side of each bill will be unique.
The back side of this bill will be fixed. County will provide verbiage for back side of bill form. This verbiage is subject to change each year. Shown as Exhibit 2.

Envelope Stock

- #10 White window, shown as Exhibit 8. Approximately 170,000.
- #10 White window for non-presort, shown as Exhibit 9. Approximately 22,000.
- #9 green remittance envelopes, shown as Exhibit 10. Approximately 280,000.

Exhibit B

PAYMENT RATES

Job #	Job Name	Aprox. Piece/Year	Cost per piece	Cost per 1,000	Total Cost	Exhibit #
Cost for Printing						
1	Annual Current Secured Property Tax Bills-AA	47,665	\$ 0.1440	\$ 144.00	\$ 6,863.76	1
2	Annual Current Secured Property Tax Bills-SA	112,483	\$ 0.1440	\$ 144.00	\$ 16,197.55	1
3	Annual Current Secured Property Tax Bills-CC	17,575	\$ 0.1440	\$ 144.00	\$ 2,530.80	1
Inserts for Annual Secured Bills:						
	8 1/2 x 11 Tri fold multi color(A/C & Childrens Trust)	179,000	\$ 0.03980	\$ 39.80	\$ 7,124.20	3
	8 1/2 x 3 2/3 multi color insert (SCEIP or TOT)	179,000	\$ 0.02500	\$ 25.00	\$ 4,475.00	4
	8 1/2 x 3 2/3 multi color (Impound- mail with Secured AA bills)	48,000	\$ 0.02500	\$ 25.00	\$ 1,200.00	5
4	Annual Current Unsecured Property Tax Bills	21,928	\$ 0.17200	\$ 172.00	\$ 3,771.62	2
Inserts for Annual Unsecured Bills:						
	8 1/2 x 11 Tri fold, one sided, black & white (Vessels)	5,200	\$ 0.03900	\$ 39.00	\$ 202.80	6
	8 1/2 x 11 Tri fold, one sided, black & white (Aircraft)	750	\$ 0.03900	\$ 39.00	\$ 29.25	7
5	#10 White Window with County permit pre-printed	170,000	\$ 0.02200	\$ 22.00	\$ 3,740.00	8
6	#10 White Window for non-presort	22,000	\$ 0.03300	\$ 33.00	\$ 726.00	9
7	#9 green remittance envelopes	280,000	\$ 0.02700	\$ 27.00	\$ 7,560.00	10
Total cost for Printing					\$ 54,420.98	
Cost for Inserting						
1	Annual Current Secured Property Tax Bills-AA	47,665	No Charge			
2	Annual Current Secured Property Tax Bills-SA	112,483	No Charge			
3	Annual Current Secured Property Tax Bills-CC	17,575	No Charge			
Inserts for Annual Secured Bills:						
	8 1/2 x 11 Tri fold multi color(A/C & Childrens Trust)	179,000	\$ 0.00500	\$ 5.00	\$ 895.00	
	8 1/2 x 3 2/3 multi color insert (SCEIP or TOT)	179,000	\$ 0.00500	\$ 5.00	\$ 895.00	
	8 1/2 x 3 2/3 multi color (Impound- mail with Secured AA bills)	47,000	\$ 0.00500	\$ 5.00	\$ 235.00	
4	Annual Current Unsecured Property Tax Bills	21,928	No Charge			
Inserts for Annual Unsecured Bills:						
	8 1/2 x 11 Tri fold, one sided, black & white (Vessels)	5,200	\$ 0.00500	\$ 5.00	\$ 26.00	
	8 1/2 x 11 Tri fold, one sided, black & white (Aircraft)	750	\$ 0.00500	\$ 5.00	\$ 3.75	
Total cost for Inserting					\$ 2,054.75	
8	Extra Blank Shells-Unsecured stock for in-house use	8,000	\$ 0.05900	\$ 59.00	\$ 472.00	
	Shipping costs				\$ 46.39	
Total cost extra shells					\$ 518.39	
**	Cost of CC manila mailing envelopes TBD after job completion					
	Estimated postage Unsecured mailing-to be placed on account with vendor			\$ -	\$ 8,000.00	
	Estimated postage Secured mailing-to be placed on account with vendor			\$ -	\$ 65,000.00	
Total cost of estimated postage					\$ 73,000.00	
Total Printing and Inserting (Including Postage)					\$129,994.12	
Total Printing and Inserting (Not Including Postage)					\$ 56,994.12	

Exhibit C

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

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

Workers Compensation and Employers Liability Insurance

- a.** Required if Consultant has employees as defined by the Labor Code of the State of California.
- b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c.** Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d.** *Required Evidence of Insurance*: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

General Liability Insurance

- a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b.** Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d.** County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f.** The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g.** The policy shall cover inter-insured suits between the additional insureds and Consultant and

include a “separation of insureds” or “severability” clause which treats each insured separately.

- h.** *Required Evidence of Insurance:*
 - i.** Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii.** Certificate of Insurance.

Automobile Liability Insurance

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

Professional Liability/Errors and Omissions Insurance

- a.** Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d.** Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e.** *Required Evidence of Insurance:* Certificate of Insurance.

Standards for Insurance Companies

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

Documentation

- a.** The Certificate of Insurance must include the following reference: Sonoma County ACTTC.
- b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c.** The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees Attn: Auditor Controller Treasurer Tax Collector 585 Fiscal Drive Ste 100 Santa Rosa CA 95403.
- d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e.** Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

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

Material Breach

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



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.)

Board of Supervisors

Board Agenda Date: February 21, 2017

Majority

Board of Supervisors

Supervisor James Gore (707) 565-2241

Fourth

Original Jurisdiction for Bella Winery Use Permit

Recommended Actions:

Adopt a Resolution exercising original jurisdiction for a Use Permit modification to consider the request for agricultural promotional events, participation in industry wide events, and winery related luncheons and dinners at the existing Bella Winery, Vineyards, and Wine Caves.

Executive Summary:

This a request that the Board of Supervisors exercise original jurisdiction over a use permit modification request by Bella Winery, Vineyards and Wine Caves, in accordance with Sonoma County Code Section 26-92-155. The request must be considered by the full Board at a public and noticed hearing. On September 13, 2016, at a regularly scheduled Board meeting, Supervisor Gore orally requested that the Board exercise original jurisdiction on the use permit modification (UPE16-0046) for Bella Winery. The Sonoma County Code states that a request to exercise original jurisdiction need not state the reasons for the request.

Discussion:

The current use permit (UPE99-0088) allows for a maximum annual wine production of 15,000 cases, public tasting and retail sales. Promotional events were not allowed by the 1999 use permit. In 2012, PRMD notified the permit holder that conducting events at the winery site was a violation of the use permit conditions of approval. The Board of Zoning Adjustments (BZA) held a public hearing on October 16, 2014 to consider revocation and/or modification of the existing winery use permit. The hearing was continued to November 20, 2014 when the Board of Zoning Adjustments modified conditions of approval to reconcile them with existing on-site structures and uses on the site and specifically limit activities related to only those allowed under the previously approved use permit. The permit holder appealed the BZA decision and subsequently submitted a use permit (UPE16-0046) modification application requesting six annual agricultural promotional events with a maximum of 100 guests per event, a maximum of 24 annual winemaker catered lunches or dinners with a maximum of 35 guests. Dinner shall not exceed 12 per year and shall cease by 9:30 P.M. Guests include wine distributors, wine

club members, VIP customers, or business meetings. The parcel is 98.74 acres in size. There are no changes proposed to the winery’s annual 15,000 case production capacity, public tasting, and retail sales approved under UPE99-0088.

It is the Supervisor’s request for the Board to take original jurisdiction of the use permit modification request so that it can be considered at the same time as the appeal filed by the applicant during a noticed public hearing.

Prior Board Actions:

February 8, 2000, approval of Use Permit UPE99-0088 by Board of Supervisors on a portion of an appeal filed by same applicant (Resolution No. 00-0154).

Goal 2: Economic and Environmental Stewardship

The use permit process ensures that potential environmental impacts of projects are mitigated.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			

Funding Sources

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

Narrative Explanation of Fiscal Impacts:

This is an at-cost planning application and processing costs are paid by the appellant.

Staffing Impacts

Narrative Explanation of Staffing Impacts (If Required):			
None.			
Draft Board of Supervisors Resolution			
None.			



County of Sonoma
State of California

Date: February 21, 2017

Item Number: _____
Resolution Number: 17- _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Exercising Original Jurisdiction Over The Use Permit Modification Requesting Agricultural Promotional Events, Participation In Industry Wide Events, And Winery-Related Luncheons And Dinners At The Existing Bella Winery, Vineyards, And Wine Caves On 98.74 Acres, Located At 9711 West Dry Creek Road, Healdsburg; APN 139-140-029 and -032; PRMD File No. UPE16-0046.

Whereas, the applicant has applied for a Use Permit Modification requesting six annual agricultural promotional events with a maximum number of 100 guests per event and participation in a maximum of five industry-wide events for a total of 10 industry-wide event days per year (the annual, industry-wide Barrel Tasting event is not requested), and a maximum of 24 annual winemaker catered lunches or dinners with a maximum of 35 guests. Dinner shall not exceed 12 per year and shall cease by 9:30 P.M. Guests include wine distributors, wine club members, VIP customers, or business meetings. The parcel is 98.74 acres in size. There are no changes proposed to the winery's annual 15,000 case production capacity, public tasting, and retail sales approved under UPE99-0088; located at 9711 West Dry Creek Road, Healdsburg; APN 139-140-029 and -032; Supervisorial District 4.

Whereas, the Sonoma County Code authorizes and includes procedures for the Board of Supervisors to exercise original jurisdiction over any land use entitlement application, except in cases where state law requires a recommendation by the Planning Commission; and

Whereas, at the regularly scheduled Board of Supervisors meeting held on September 13, 2016, Supervisor Gore made an oral request for the Board to exercise original jurisdiction on the use permit modification (UPE16-0046) for Bella Winery, in accordance with Sonoma County Code Section 26-92-155. The Sonoma County Code states that a request to exercise original jurisdiction need not state the reasons for the request; and

Now, Therefore, Be It Resolved that the Board of Supervisors hereby exercises original

Resolution #

Date: February 21, 2017

Page 2

jurisdiction over a Use Permit modification filed under UPE16-0046, located at 9711 West Dry Creek Road, Healdsburg; APN 139-140-029 and -032.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Michelle Arellano 707-565-3776

Supervisorial District(s):

Title: Agreement between Northern Sonoma County Air Pollution Control District and County of Sonoma

Recommended Actions:

1. Authorize the Chair of the Board of Supervisors to execute an Agreement between the Northern Sonoma County Air Pollution Control District and the County of Sonoma for the County to provide administrative support services for a term of 5 years.
2. Adopt a Resolution authorizing addition of the Northern Sonoma County Air Pollution Control District as a Covered Entity to the County's Insurance Programs through the California State Association of Counties, Excess Insurance Authority.

Executive Summary:

Since 1995, the operations of the Northern Sonoma County Air Pollution Control District ("District") have been consolidated within the County in the Transportation and Public Works Department (TPW). On October 11, 2016 the Board authorized a reorganization of the composition of the District Board to include representatives from each of the three cities within the District, Cloverdale, Healdsburg and the Town of Windsor. Subsequently, all three cities appointed a member and your Board designated two Supervisors to the District Board of Directors. Under the direction of the new District Board on January 30, 2017, the District initiated the process to separate from the County. The proposed Agreement between the District and the County allows the District to contract directly with various County Departments for administrative support services formerly provided through TPW and to establish the role of District employees as "ex-officio" County employees.

This item is also requests that the Board authorize adding the District as an additional named insured on the County's self-insured insurance programs including all coverages provided through the California State Association of Counties, Excess Insurance Authority (CSAC-EIA). The CSAC-EIA requires an affirmative action by the Board to accept the liability of a separate independent district not governed by the Board of Supervisors.

Discussion:

The District is one of 35 local air pollution control agencies established by the State of California with enabling statutes in the California Health and Safety Code. The District is a separate agency of the state, which is a separate legal entity from the County. The District territory and jurisdiction comprises the northern portion of Sonoma County, including the cities of Healdsburg, Cloverdale, a portion of Windsor, along with unincorporated river communities and the coast. This includes most of Supervisorial Districts 4 and 5, and a portion of District 1. The Bay Area Air Quality Management District has jurisdiction over the remaining portions of Sonoma County.

The District Board has the authority to set the overall policy and to execute the general powers granted to the District. (Health & Safety Code sections 40700 *et seq.* and Government Code sections 53000 *et seq.*) These powers include appointing the Air Pollution Control Officer (“APCO”), determining the compensation of the APCO, and adopting the Air District's budget. The District is self-funded (receives no county general funds) through permit fees; state subvention; fines and penalties paid to settle violations of air pollution regulations; grants; and Department of Motor Vehicle surcharges on registered motor vehicles in Sonoma County. (Health & Safety Code Sections 40701.5(a), 40081, and 44223.)

In the mid- 1990’s, Health & Safety Code 40100.5 was passed to allow for cities to participate in air districts, and Health & Safety Code section 40101 was passed to allow air districts to contract with Counties for services. In 1995, the District was consolidated into the Sonoma County Department of Transportation and Public Works (TPW). Over time, many District services became intertwined with TPW operations allowing for the District and the County to work together to craft provisions that re-established District and County roles, responsibilities and authorities.

With establishment of the new District Board on January 30, 2017, the District Board directed the District to initiate the process to separate from the County and contract directly with the County for various support services provided by County Departments. These support services include audit, treasury, and accounting services; risk management and insurance services; information systems support services; human resources, personnel support and employee benefit services; County Counsel legal services, and County General Services, among others. The District worked closely with the Auditor-Controller-Treasurer-Tax Collector (“ACTTC”), Human Resources, Information Services, County Counsel, General Services, and Transportation and Public Works (“TPW”) departments to develop services specific to a State District with a multi-agency Board at actual and standard County service rates.

The proposed Agreement also outlines the employment relationship of District employees. The District is staffed with six (6) employees, comprised of scientists, engineers, and an office manager, working under the direction of the APCO. These employees are County employees hired through the County Civil Service System and are appointed by the APCO to the District. Statute identifies District employees as “ex-officio” County employees who are provided all the rights, benefits, protections, and union representation of County employees. Employees of the District are represented by the Western Council of Engineers (WCE) and Service Employees International Union (SEIU).

With the re-organization transition of the District Board, the County advised the representing labor organizations that current District employees will remain County Civil Service employees with no changes

to their employment status. No impacts were identified by the County or the unions, and no meet & confer was requested.

In addition, the Agreement contains Attachments A-D, which contain the following information:

A: Statement of County Services. Contains contracts for services the District will utilize from the County.

B. Fiscal Year 2016 - 2017 Planned Budget. Identifies District budget accounts with their respective Board-approved funds that will be transferred to new (non-county entity) accounts and assigned new District account numbers.

C. District Signature Authorization Form. Provides documentation that the County Department of ACTTC requires District Board members to approve District signature authorization form required for claims verifications.

D. District Asset List. Identifies District assets that will be re-identified with new District identification numbers.

TPW has been working closely with the District and is fully informed of the proposed changes. Current TPW staffing assignments will be analyzed and adjusted to supplant the loss of reimbursement for the department's administrative support to the District. TPW anticipates the ability to fully repurpose all department staff time that was assigned to support the District. Currently the District expends approximately \$107,000 annually for TPW support services, which will be discontinued as a reimbursement to TPW following a transition period.

The new District Board approved the Agreement at the January 30, 2017, Board meeting. Upon Board of Supervisors approval of the Agreement, the District will effectively separate from TPW and services under the new Agreement will commence. Staff anticipates that an amended Agreement will be brought back to your Board for approval following the District Board's March 15, 2017 meeting, that will add a provision to the Agreement affirming that the Air District Board of Directors will include language in the Air Pollution Control Officer's ("APCO") employment contract that ensures the APCO will adhere to County Rules, Policies, Regulations and Procedures regarding District staff whom are ex-officio county employees.

Prior Board Actions:

January 24, 2017 - Board rescinded Resolution 16-0393 and appointed two Supervisors to sit on the Board of Directors of the Northern Sonoma County Air Pollution Control District.

October 11, 2016 - Board approved to reorganize the Board composition of the Northern Sonoma County Air Pollution Control District and Direct the Air Pollution Control Officer to formally invite the cities of Cloverdale, Healdsburg, and Windsor to each hold a seat on the Air District Board of Directors and appoint Supervisors from Supervisorial Districts 1, 4, and 5 to sit on the District Board.

December 14, 1995 - Agreement for Services Provided by County of Sonoma to the Northern Sonoma County Air Pollution Control District

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Protecting air quality and public health by supporting implementation and development of partner agency programs to mitigate the negative impacts of air pollution.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>For the remainder of FY 16/17, the District will reimburse the County for cost of services outlined in the Agreement. For subsequent fiscal years, the County will provide the District estimated charges for County services identified in the following fiscal year.</p> <p>The District currently expends approximately \$107,000 annually for TPW support services, which will be completely discontinued by 7/1/2017 with transitional services provided until that date. For FY 17/18 budget preparation TPW is reallocating staffing assignments amongst other TPW divisions to absorb the loss of revenue in the short term and may look at potential for future consolidation of staff in the long term pending future retirements. New Department and Funds numbers are being established for the District but will not be put into use until 7/1/2016 to ensure clarity for future audits.</p>			
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, Agreement between the Northern Sonoma County Air Pollution Control District and the County of Sonoma
Related Items "On File" with the Clerk of the Board:



County of Sonoma
State of California

Date: February 21, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, accepting responsibility for California State Association of Counties Excess Insurance Authority on behalf of the Northern Sonoma County Air Pollution Control District and to act as liaison between the California State Association of Counties Excess Insurance Authority and the Northern Sonoma County Air Pollution Control District.

Whereas, the Northern Sonoma County Air Pollution Control District (“District”) is an independent air district that is a separate agency of the state; and

Whereas, Health and Safety Code 40120 provides that Sonoma County (“County”) employees shall be ex officio employees of the District; and

Whereas, Health and Safety Code 40101(b) authorizes an agreement between District and County for support services whereby the District agrees to reimburse the County for all costs and expenses incurred by reason of the performance of certain support services by the County for the District; and

Whereas, the Agreement for Services between the County and the District contemplates County including District into all County purchased and self-insured insurance programs including all coverages provided through the California State Association of Counties, Excess Insurance Program (CSAC-EIA).

Now, Therefore, Be It Resolved: that the Board of Supervisors of the County of Sonoma accepts responsibility for the self-insured retention (SIR) or deductible, the premium payment, the collection of annual renewal information and to act as liaison between the CSAC-Excess Insurance Authority and the District for the following lines of CSAC-EIA coverage; General Liability, Excess Workers’ Compensation, Government Crime Policy, Cyber Liability Policy, Premises Environmental Coverage and Property Program.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

Resolution #

Date:

Page 2

So Ordered.

**AGREEMENT
BETWEEN THE
NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT
AND
THE COUNTY OF SONOMA**

This Agreement (“Agreement”) by and between The Northern Sonoma County Air Pollution Control District (“DISTRICT”) and The County Of Sonoma (“COUNTY”), is entered into and effective on the date it is fully executed by both parties (“Effective Date”). DISTRICT and COUNTY are sometimes referred to herein individually as a “party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Northern Sonoma County Air Pollution Control District, is an air pollution control district pursuant to The California Clean Air Act, found at Section 40000 *et seq.* of the California Health and Safety Code (“the Act”), and is an independent legal entity separate and distinct from the County of Sonoma; and

WHEREAS, COUNTY and DISTRICT maintain a positive working relationship, and recognize the importance of working together to continue to improve air quality and keeping legal agreements between COUNTY and DISTRICT current and consistent with local, state, and federal law; and

WHEREAS, COUNTY and DISTRICT agree to continue to work cooperatively to provide information and functional and programmatic support on issues in which they have a shared regulatory or other common interests; and

WHEREAS, DISTRICT has regulatory and enforcement authority over the citizens, businesses and other local governmental entities within its boundaries pursuant to the Act through its own approved rules, and is subject to oversight by the California Air Resources Board and the United States Environmental Protection Agency, and has delegated authority for implementation of the Federal Clean Air Act; and

WHEREAS, the Air Pollution Control Officer (“APCO”) is employed by and appointed to DISTRICT by the DISTRICT Board of Directors (hereinafter the “DISTRICT BOARD”) and is responsible for day-to-day management of DISTRICT under direction of DISTRICT BOARD, and is required by law to implement provisions of the Act, DISTRICT permits, rules and policies of DISTRICT BOARD, and also appoints DISTRICT staff under direction of DISTRICT BOARD pursuant to Section 40750 *et seq.* of the California Health and Safety Code; and

WHEREAS, Health and Safety Code 40101(b) authorize an agreement between DISTRICT and COUNTY for support services whereby DISTRICT agrees to reimburse COUNTY for all costs and expenses incurred by reason of the performance of certain support services by COUNTY for DISTRICT; and

WHEREAS, DISTRICT and COUNTY recognize that as a “District” as defined under the Section 31468 of the Government Code, the County Employees Retirement Law of 1937 continues to apply to all of DISTRICT’S employees to the same extent as employees of COUNTY, under Section 40122 of the Health and Safety Code.

WHEREAS, Health and Safety Code 40120 provides that COUNTY employees shall be ex officio employees of DISTRICT.

NOW THEREFORE, DISTRICT and COUNTY agree to the following:

1. Entire Agreement. This Agreement supersedes and replaces the “Agreement For Services Provided By County Of Sonoma To The Northern Sonoma County Air Pollution Control District”, dated December 14, 1995, and any other agreements, and constitutes the entire agreement of the Parties with regard to the subject matter herein. The Parties warrant that DISTRICT and COUNTY have each consulted with counsel and that this Agreement is entered into voluntarily and with full knowledge and understanding of its terms and effects.
2. Scope of Authority. Except as otherwise specified in this Agreement, the Parties agree that DISTRICT, acting through DISTRICT BOARD, shall independently govern matters relating to administration, regulation, enforcement, and organizational issues respecting DISTRICT, California Air Pollution Control Laws, the Federal Clean Air Act, and federal air pollution control laws and regulations, and local Air Pollution Control District's Rules and Regulations, including but not limited to, the DISTRICT budget, and including allocation of positions.
3. The Position of APCO. The Parties understand that DISTRICT BOARD has the authority regarding all personnel actions regarding the APCO, and also the authority to contract with directly, and set the salary of, the APCO. DISTRICT BOARD agrees through this Agreement to limit the employment benefits received by the APCO to those listed within COUNTY salary resolution 95-0926. All performance and other personnel-related evaluations of the APCO will be performed by DISTRICT BOARD.
4. District Staff.
 - a. Terms and Conditions of Employment.
 - i. DISTRICT staff are COUNTY employees, assigned ex-officio to the DISTRICT via appointment by the APCO through the system of COUNTY civil service, under Direction of DISTRICT BOARD, in accordance with the provisions of Health & Safety Code sections 40120 – 40125.

- ii. As stated in the Recitals, DISTRICT staff are ex-officio COUNTY staff. As to the terms and conditions of employment, including employee rights, benefits, privileges, and responsibilities, DISTRICT staff are considered COUNTY employees and shall be treated the same as COUNTY employees and shall adhere to COUNTY Code, COUNTY Policies, COUNTY Civil Service Rules, and COUNTY labor agreements, and shall have access on these issues to appropriate COUNTY designated individuals or entities.
 - iii. Recruitment for staff assigned to the DISTRICT will be conducted by Human Resources in accordance with COUNTY Civil Service Rules, and the final hiring decisions shall be made by the Air Pollution Control Officer.
 - iv. Classification actions affecting DISTRICT positions or classifications will be handled consistent with any other COUNTY position.
 - v. For proposed changes in Job Specifications or classifications that exist only in positions held by DISTRICT staff, any request for a proposed study or other change will be initiated by DISTRICT, in accordance with COUNTY Civil Service Rules, to COUNTY Human Resources Director or designee for handling.
 - vi. Proposed changes in positions/ classifications that affect positions held by a broader class than only DISTRICT staff may be initiated by COUNTY without a request from DISTRICT. Requests for changes regarding such positions/ classifications by DISTRICT should be made to COUNTY Human Resources Director or designee.
 - vii. The number of positions for each classification assigned to DISTRICT shall be as set forth in the annual budget approved or as modified by DISTRICT BOARD.
 - viii. To the extent this Agreement may affect the relationship between any employee and DISTRICT, or between any employee and COUNTY, this Agreement does not create any beneficial right or interest for any employee.
 - ix. COUNTY shall ensure in COUNTY records that DISTRICT positions are noted as such.
 - x. DISTRICT Staff wages and benefits will be funded by DISTRICT pursuant to Health and Safety Code Section 40701.5.
- b. District Staff Supervision. As to DISTRICT business, DISTRICT Staff (other than the APCO) are subject to the control of and receive their direction from and report to DISTRICT BOARD through the APCO.
- i. The APCO shall be responsible for ensuring compliance with all applicable laws, policies and procedures with regard to DISTRICT Staff.
 - ii. The APCO, acting through DISTRICT BOARD, shall be considered the "APPOINTING AUTHORITY", as that term is defined in COUNTY Civil Service Rules, applicable labor agreements, and policies, in regards to decisions affecting conditions of employment and personnel actions regarding DISTRICT staff.

5. Labor Union Issues related to DISTRICT staff. DISTRICT BOARD authorizes the appropriate representatives of the COUNTY BOARD to continue to collectively bargain on its behalf with respect to the setting of wages and benefits for DISTRICT staff. DISTRICT BOARD authorizes COUNTY BOARD to act on its behalf with respect to reaching agreements as part of the collective bargaining process on these issues. DISTRICT BOARD will accept the salary, wage, and benefits agreed to for DISTRICT staff by COUNTY BOARD as part of the collective bargaining process. Upon completion of negotiations, the applicable Labor Agreement between the Western Counsel of Engineers and the Service Employees International Union and COUNTY and all side letters of agreement to the Labor Agreement will apply to DISTRICT.

6. DISTRICT Funds and Assets. DISTRICT and COUNTY recognize that DISTRICT has an independent budget and financial resources and separate assets that are exclusive to the DISTRICT. COUNTY shall ensure that DISTRICT funds and assets are classified as Business Unit SC002. The APCO is authorized to have signature authority to access DISTRICT funds consistent with DISTRICT BOARD authority and the adopted DISTRICT Budget. Both Parties recognize that DISTRICT has certain assets, including vehicles, which are currently included in the inventory for the Transportation and Public Works Department. These assets are listed for reference in Attachment D and will be transferred to DISTRICT at the time of the execution of this Agreement.

7. COUNTY Services Provided to DISTRICT. Unless otherwise provided by law, COUNTY agrees to provide services and use of facilities at the normal and customary rate that the COUNTY charges for such or similar services and facilities to similarly situated entities.

- a. Departmental Services: COUNTY, through its COUNTY Departments, agrees to provide to DISTRICT the services described in Attachment A to this Agreement, which is incorporated by this reference. DISTRICT will work directly with the COUNTY Administrator and each COUNTY Department that provides services to DISTRICT.
- b. Budget/Estimated Charges/Reimbursement/Payment:
 - i. For subsequent fiscal years, no later than April 1st of each year, COUNTY will provide DISTRICT with estimated charges for COUNTY services identified in Attachment A for the following fiscal year. Estimated charges will include any proposed increases in rates for services, and an estimate of total charges for each COUNTY Department providing services. COUNTY and DISTRICT will work cooperatively to develop a planned budget and ensure that all charges are accurate and consistent with the amount of services provided to DISTRICT.
 - ii. For Fiscal Year 2016/2017, the planned budget for services to be provided by COUNTY are presented in Attachment B to this Agreement, which is incorporated by this reference. The planned budget is subject to

amendment pursuant to quarterly adjustments approved by DISTRICT BOARD.

- iii. The funds outlined in Attachment C are currently administered under Department ID numbers 34160100, 34160200, 34160300, 34160400, 34160500, 34160600, shall be solely under the control of and administered by DISTRICT, through its APCO. These funds will be converted to new department ID numbers and DISTRICT will be assigned a Department ID number by the office of the Auditor-Controller Treasurer-Tax Collector (“ACTTC”), at the start of the next fiscal year, July 1, 2017.
 - iv. Reimbursement for the costs of services and related supplies provided by COUNTY under this Agreement, shall be made within 30 days following presentation by COUNTY to DISTRICT of an itemized billing invoice which indicates, at a minimum, an itemization of the services provided. COUNTY shall submit such invoices on an annual basis to the APCO who shall review each invoice for compliance with the requirements of this Agreement. DISTRICT will pay for services through COUNTY accounting system, or through direct payment, as agreed to by the Parties.
- c. Access to Records/Retention: DISTRICT shall have access to any books, documents, paper, and records of COUNTY that are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, COUNTY shall maintain all required records for seven (7) years after DISTRICT makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. COUNTY shall cooperate with DISTRICT in providing all necessary data in a timely and responsive manner to comply with all DISTRICT reporting requirements.

8. Public Relations and Outreach. The Parties concur that currently many individuals do not understand that DISTRICT is a separate legal entity from COUNTY with independent responsibilities. DISTRICT is developing a media plan to assist the public in receiving services, to increase the public’s participation in DISTRICT programs, to promote government transparency, and to increase the efficient allocation of resources. COUNTY agrees to support DISTRICT in its effort at public outreach and community education, and to inform COUNTY Officials, management, and staff about this Agreement and the nature of DISTRICT and its mission. DISTRICT, however, will create and maintain its own media (including website and social media), branding, and outreach, while coordinating with COUNTY. As an independent entity, DISTRICT owns and controls its own data and information and will respond to any public information requests.

9. Policies. The Parties agree that it is in their best interest, and the interests of employees and the public, for DISTRICT to follow COUNTY policies. Within any COUNTY policy to which DISTRICT adheres, and in which there is a reference to the County Administrator’s Office (“CAO”) or a Department Head or other management position, the APCO shall be inserted for

the purposes of the application of the policy to DISTRICT, and shall have the responsibilities and duties as described within the policy.

10. Amendment. This Agreement and any portion thereof, may only be amended by written instrument signed by the Parties. Except as to minor changes to Attachment A, which may be made pursuant to subparagraph (a) (below), proposed changes must be approved by formal action of both DISTRICT and COUNTY.

- a. Minor changes to Attachment A, which do not significantly decrease the amount paid under the Agreement or which do not significantly change the scope of work, may be executed by the affected Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work.
- b. The Parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to change or waive Agreement requirements.

11. Mediation of Disputes. If a dispute arises out of or relates to this Agreement, or an alleged breach thereof, and if the dispute cannot be settled through negotiation, before resorting to litigation, COUNTY and DISTRICT agree first to try in good faith to settle the dispute by mediation. If the Parties cannot agree on a mediator or mediation rules to use, the Parties shall use the construction industry mediation procedures developed by the American Arbitration Association, with the following exceptions to those procedures:

- a. The mediation shall be conducted in Santa Rosa, California.
- b. Unless otherwise agreed to in writing by the Parties participating in the mediation, the mediation shall be concluded no later than sixty (60) days after the first mediation session. If the dispute has not been resolved at that time, any party may elect at that time to pursue litigation.
- c. The Parties agree to exchange all relevant non-privileged documents before the first scheduled mediation session.

12. Term. The term of this Agreement will be for five years. The APCO and the CAO are authorized to extend the Term for an additional period not exceeding five (5) years.

13. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

14. Severability. To the extent any portion of this Agreement is deemed to be contrary to any applicable law in court, the remaining portions of this Agreement shall be, and continue to be, in full force and effect as if the voided portion were never a part of this Agreement.

15. Headings. The headings of the paragraphs of this Agreement are included for the purpose of convenience only and do not affect the construction or interpretation of any of its provisions.

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

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

DISTRICT: Northern Sonoma County Air Pollution Control District

COUNTY: County of Sonoma

By: _____

By: _____

Chair
DISTRICT BOARD

Chair
BOARD OF SUPERVISORS

Date: _____

Date: _____

APPROVED AS TO FORM FOR DISTRICT

APPROVED AS TO FORM FOR COUNTY

By: _____
District Counsel

By: _____
County Counsel

Date: _____

Date: _____

ATTEST:

ATTEST:

Clerk of the Air District Board

Clerk of the Board of Supervisors

- Attachment A: STATEMENT OF COUNTY SERVICES
- Attachment B: DISTRICT FY 2016/2017 Planned Budget
- Attachment C: DISTRICT Signature Authorization Form
- Attachment D: DISTRICT Asset List

ATTACHMENT A – STATEMENT OF COUNTY SERVICES

Generally, services currently being provided to DISTRICT by COUNTY departments that have been approved as part of DISTRICT’s budget process at the time of execution of this Agreement shall continue uninterrupted. COUNTY will ensure that COUNTY Departments understand that the DISTRICT will directly interact with COUNTY Department Heads relating to the provision of COUNTY services.- DISTRICT BOARD may desire, at a future date, to make changes to the Agreement or to the specific COUNTY service provisions contained in this Exhibit or other Exhibits which may change, reduce, or eliminate services. Any such changes shall be made pursuant to the terms of the Agreement. The APCO and a COUNTY Department Head may make minor service contract revisions within DISTRICT-approved budget to facilitate or optimize the implementation of services pursuant to Section 10 of this Agreement.

- A. Specific COUNTY Department Services. The services to be provided by the following COUNTY departments are either specified in additional exhibits attached to this Agreement and incorporated by this reference, or specified below.
1. COUNTY Auditor-Controller Treasurer-Tax Collector, Primary Services- See Exhibit 1.A.
 2. COUNTY Auditor-Controller Treasurer-Tax Collector, Client Services- See Exhibit 1.B.
 3. COUNTY Human Resources Department (including Risk Management Division) – see Exhibit 2.
 4. COUNTY Information Services Department – see Exhibit 3
 5. COUNTY General Services Department – See Exhibit 4
 6. COUNTY Transportation and Public Works (“TPW”). The APCO and the TPW Director shall develop a Standard of Procedure for continuation of certain services historically provided by TPW to DISTRICT to ensure a smooth transition of DISTRICT operations during the first year of the Agreement. Such services may be cancelled or changed upon written request by the APCO or DISTRICT BOARD.

B. Services From Other COUNTY Departments Provided to DISTRICT.

For future fiscal years, services which may be provided by other COUNTY departments not specified above may be provided if described and approved in writing by the APCO and CAO, included in the approved budget by the DISTRICT, and consistent with the COUNTY’S approved budget.

Attachment A: Exhibit 1.A.

AGREEMENT FOR SCOPE OF WORK FOR FISCAL YEAR 2016/2017 (July 1, 2016 – June 30, 2017)

Auditor-Controller-Treasurer-Tax Collector ("County")

Services to be provided:

Countywide Cost Plan Support Services: The cost allocated to Northern Sonoma County Air Pollution Control District ("District") in the FY 16-17 Estimated Countywide Cost Allocation Plan for indirect overhead and support services not otherwise direct billed. Costs include support services received from the following cost centers: County Administrator, Human Resources, Records Management, General Services/Facility Operations, Architect, Purchasing, Treasurer-Tax Collector, Auditor and Benefits. The Countywide Cost plan is prepared in accordance with Federal Office of Management and Budget Circular 2 CFR Part 225 and approved by the State Controller's Office.

Enterprise Financial System (EFS): The County shall provide a comprehensive, automated financial system which includes a wide range of accounting, budget and procurement modules; electronic workflow and approvals; integrated budget tracking; electronic document management; accounting and financial reporting applications; training materials; and functional and technical support.

Payroll Services: The County shall provide payroll services under the County's current State and Federal Tax ID numbers and shall provide copies of all quarterly and annual reports related to the District's payroll processing as well as access to all payroll data by employee, by pay period. The following payroll services shall be provided by the County:

- Access, Auditing and Assistance with TimeSaver for Electronic Time Entry
- Payroll check issuance
- Mileage Reimbursement
- Management of the employee personal information (W-4's, health cards, voluntary deductions, i.e., Redwood Credit Union, Deferred Compensation, Combined Fund Donations, Union Dues)
- Vendor benefit processing and payment for health, welfare, deferred compensation, retirement, and any other benefits payable as a result of payroll processing
- Flexible spending open enrollment, account adjudication, processing, and reporting

- Employment verifications
- Quarterly Federal, State, Unemployment, and State Disability processing and reporting
- Direct Deposit (checking accounts only)
- W-2 issuing and reporting
- Annual required tax-withholding status information notification to employees
- Long Term Disability benefit reporting
- Workers' compensation supplemental wage adjustments
- Implementation of Memorandum of Understanding (MOU) benefits and pay practices
- Personal vehicle mileage reimbursement taxation and reporting
- Child support and garnishment processing and payment
- New hire reporting
- Payroll adjustment processing (Adjust balances, promissory note, back pays)
- Staff Development Program Taxable Benefit claims processing
- Forms for all of the above will be supplied as needed.

All services will be provided within the time limits required by the applicable MOU or as required by law. W-2's will be issued by January 31 of each year. Quarterly reporting will be completed and filed within the required time lines. New hire reporting is processed biweekly. Garnishments, employee changes to addresses, withholding status changes, requests for direct deposit, adjust balances, back pays, flexible spending account processing, vendor benefit payments, and employee leave management are all processed and maintained biweekly.

District will be responsible for the following:

- Submit electronic time cards no later than 5:00 p.m. the day after the end of the pay period.
 - Executive Director or designee, must certify total employees' hours, overtime hours, and flat amounts to be paid. Form for certification will be supplied and must accompany time cards.
- Submit calculations of any required back pays and/or promissory notes with proper documentation and on our required forms to the Auditor's payroll division by 5:00 p.m., Tuesday of time entry week.
- Submit calculations of any corrections to leave balances to the Auditor's payroll division by 5:00 p.m., Tuesday of time entry week.
- New Hire sign-ins and corresponding paperwork via ePersonality. All personnel actions (PA's) including but not limited to step increases, changes to probationary status, promotions, demotions, address changes, tax withholding changes, resignations, retirement, dismissals, etc. All exit and change of status paperwork as required. All merit hours and seniority hours tracking and adjustments.

- All Workers' Compensation premium payments and reporting.
- Attend scheduled Payroll Clerk's meetings to stay current on MOU and policy changes as they effect payroll and personnel issues.
- The District Executive Director will be required to select and authorize an employee of the District that has not had direct contact with the preparation of payroll, to pick up warrants on Wednesday of payroll. Payroll is released at 10:00 a.m. on pay days. Distribution of payroll warrants and advice of deposit forms may not be done by anyone involved in processing payroll. An Authorization for Payroll Pick Up form will be provided by the Auditor Payroll Division.

Human Resources Management System (HRMS): The County shall provide an automated system designed to store, track and utilize employee demographic, position, salary, and payroll data called the HRMS. HRMS will provide the following human resources information management services:

- Position Control, Job Classification, and Personnel Actions
- Payroll Processing and Salary Administration
- Employee Benefit Eligibility and Enrollment
- Reporting, and
- Employee and Manager Self Service

Cost of Services:

Countywide Cost Plan Support Services: The total cost of the Support Services billing for FY 16/17 as determined in the Countywide Cost Allocation Plan is \$37,808.

EFS: Costs are captured in the EFS ISF of the County and billed on a full cost-recovery basis using total salaries and benefits. EFS charges for the District in FY 16/17 are estimated to be \$13,494.

Payroll Services: ACTTC payroll division will provide the above services at a cost of \$36.00 per check/advice of deposit issued per year. Total charges will be submitted annually at fiscal year-end. This agreement will continue until terminated by either party by giving at least 30 days written notice. Total charges for payroll services for the District in FY 16/17 are estimated to be \$5,616 based on six (6) FTEs.

HRMS: Costs are captured in the HRMS Internal Service Fund (ISF) of the County and billed on a full cost-recovery basis using allocated FTEs. HRMS charges for the District in FY 16/17 are estimated to be \$4,770.

Total charges under this Scope of Work and Budget for FY 16/17: Total charges under this Scope of Work and Budget for FY 16/17 are estimated to be \$61,688. The above HRMS and EFS estimated charges are based on budgeted costs in the respective ISFs.

Actual HRMS and EFS charges will be billed based on actual net cost activity within the respective ISFs.

Attachment A: Exhibit 1.B.

SERVICES TO BE PROVIDED BY THE SONOMA COUNTY AUDITOR- CONTROLLER-TREASURER-TAX COLLECTORS OFFICE

Effective _____, the Client Accounting Division of the Sonoma County Auditor-Controller-Treasurer-Tax-Collector's Office (ACTTC) will provide the following services to the Northern Sonoma County Air Pollution Control District. (District)

1. Monthly review of financial transactions posted to Sonoma County's accounting system (EFS) and preparation of monthly Budget to Actual management reports ("Cash Flow Report"). The Budget to Actual report details monthly revenue and expense amounts, along with projections for subsequent months. This report is reconciled to EFS.
2. Work with external auditors on the preparation of financial audits. Prepare all Basic Financial Statements, Notes to the Basic Financial Statements, and Required Supplementary Information including:
 - a) Government-wide Financial Statements
 1. Statement of Net Position
 2. Statement of Activities
 - b) Fund Financial Statements
 1. Balance Sheet
 2. Statement of Revenues, Expenditures and Changes in Fund Balance
 3. Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities
 - c) Required Supplementary Information
 1. Schedule of Net Pension Liability and Contributions
 2. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budgetary Basis
 3. Note to Required Supplementary Information
3. Preparation and submittal of Annual Financial Report to the State Controller's Office
4. Preparation and auditing of accounting documents for entry into EFS including; journal entries, claims requests (vouchers), deposits, and others as required. Review and approval of all accounting transactions by Accountant II.

5. Preparation of annual “Statement of Special Fund Activity” detailing Fund Balance available for budgeting. Review District’s annual budget and budget adjustments prior to submission to District’s Board for approval. Coordinate with ACTTC staff on upload of Board approved budget and budget adjustments into EFS.

In order to effectively provide the aforementioned services to the District, the following is required from District staff:

1. Coding of all accounting documentation for entry into EFS with proper Fund and Account codes - journal entries, deposits, payment requests (vouchers)
2. Documentation supporting all accounting transactions
3. Copy of the Board Adopted Budget no later than June 30 of each year for the subsequent fiscal year beginning July 1
4. Copies of Board approved Budgetary Adjustments

The estimated annual cost of these services (based on FY 2016-17 costs) is calculated as follows:

Budget to Actual reports (Accountant II) – 2 hours/month
 Annual State Report (Accountant II) – 8 hours
 Annual Financial Audit (Accountant II) – 100 hours
 Accounting document review and entry into EFS (Senior Account Clerk) – 100 hours
 Estimated Accountant II Hours: 132 @ \$115/hour
 Estimated Senior Account Clerk Hours: 100 @ \$100/hr
 Total Estimated Annual Charges: **\$25,180**

The Billing Rates above represent the current estimated “weighted” hourly rate for an Accountant II and Senior Account Clerk including ACTTC overhead. **After fiscal year 2016-17 these rates will increase based upon negotiated salary and benefit increases.** We will contact you to discuss new fiscal year rates before the beginning of each fiscal year.

Accounting charges are billed bi-weekly and on a cost reimbursement basis. A journal will be processed automatically to charge the District (Account 51207 “Client Accounting Charges”) for the costs involved. A detailed report of all charges will be made available upon request.

This agreement will be automatically renewed annually; however either party may cancel this agreement by written notice of intent to cancel no less than six months in advance of the intended termination date.

Attachment A: Exhibit 2

County of Sonoma/NSCAPCD Agreement

County of Sonoma Human Resources, Risk Management and Benefits Administration Services

SCOPE OF WORK AND COST SCHEDULE

The County shall provide human resources management, risk management and benefit administration services as outlined below in accordance with applicable policies, procedures, ordinances and memorandums of understanding.

Human Resources Management

The County shall provide the following Human Resource services to the District:

- Recruitment and Examination.
- Classification and Compensation Plan Management.
- Employee and Labor Relations.
- Workforce Development.
- Equal Employment Opportunity.
- Human Resources Management System (HRMS).
- Employee & Volunteer Engagement & Recognition.

Recruitment and Classification

- Develop and administer all elements of recruitments in accordance with County Civil Service Rules
- Conduct classification and compensation studies.
- Advise District on the interpretation and application of Civil Service Rules.
- Advise District on program improvements/reorganizations. Review and provide feedback on the District's plan documents.
- Approve allocation changes, review position and control requests, and personnel transactions.
- Provide consultation and advice regarding other employment actions for Civil Service employees pursuant to Civil Service Rules.

Employee and Labor Relations

- Negotiations.
- Memorandum of Understanding (MOU) maintenance and interpretation.
- Grievances/Mediation/Arbitration/Unfair Labor Practices.
- Interpret and respond to matters related to the Employee Relations Policy (ERP) including representation proceedings, unit determination, confidential designation, and impasse procedures.
- Advise on progressive discipline process and review all proposed disciplinary action.

- Liaison with representatives of employee organizations/salary survey response.
- Policy/Program Development/Meet and Confer.

Workforce Development

- Offer training programs that provide development opportunities to strengthen the capacity of each employee in providing the highest possible level of service.
- Support effective on-boarding, individual self-development, acquisition of skills, and employee retention.
- Areas of training include:
 - Mandatory Training.
 - New Employee Orientation.
 - Prevention of Harassment (AB1825).
 - NIM/SEMS.
 - Professional development skills.
 - Supervisory skills.

Equal Employment Opportunity (EEO) / ADA

- Investigate EEO unlawful harassment and discrimination complaints.
- EEO education and training.
- Mandatory EEO reporting.
- Policy and procedure development.
- Advise District on workforce diversity.
- Overall Coordination and Implementation of ADA Self-Evaluation and Transition Plan.
- Develop Compliance Standards and Goals for Programs and Services.
- Develop Compliance Standards and Training for Web Site Compliance, with ISD.
- Training and Community Involvement.
- Grievance Processing.

Human Resources Management System (HRMS) Services

- Support District in its use of the HRMS system, utilized for payroll processing, benefit administration tracking, leave tracking, employment history, skills, abilities, salary, and accomplishments.
- Report development and maintenance related to HRMS HR data.
- Coordinate testing and implementation of HRMS System upgrades with Auditor/Controller's office, Highline Corporation and ISD.
- Provide Position Control functionality for use during budget process and Consolidated Budget Adjustments.
- Provide Personnel Action review and approval of all new hire, terminations, merit increases, promotions, demotions etc. for compliance with Civil Service Rules, County Administrative policies and MOUs.

Employee & Volunteer Engagement & Recognition

- Support District in development of volunteer programs as needed.
- Support District in employee involvement in the following programs:
 - Annual Employee Service Awards program and event
 - Annual Public Service Recognition Week events
 - Annual Take Your Child to Work Day event
 - Department Employee Recognition Program
- Coordinate and monitor unpaid internships developed by the District as needed.

Risk Management Services / Insurance Products and Administration

The County shall provide the following insurance products / services to the district:

- General Liability Insurance.
 - Automobile Liability.
 - Crime.
 - Cyber Liability.
 - Employment Practices Liability.
 - Pollution Liability.
- Property Insurance.
 - Personal Property.
 - Vehicles.
- Workers Compensation.
 - Occupational Safety and Health.

Insurance Services

- Insurance policy management.
- Risk analysis and risk mitigation.
- Evaluation of risk and mitigation alternatives, contract insurance consultation and review, new or proposed operations, and special events.
- Contract insurance training.

Claims and Litigation Services

- Administration of all government tort claims and management of litigation filed against the District in coordination with County Counsel.
- Administration of first-party property claims filed under Property Insurance program.

- Determines liability of all claims and, when appropriate, negotiates financially prudent settlements on cases that represent exposure to the County within the Risk Manager's settlement authority (\$25,000), and jointly with County Counsel on claims and litigation up to \$50,000. For claims and litigation in excess of \$50,000, makes recommendation to the Board in coordination with County Counsel.
- Maintains risk management information system for claims administration, statutory financial reporting and audit requirements, actuarial analysis and risk management statistics. Provides claims and litigation information to management and District on exposures and claims volume in order to better manage these exposures.

Threat Assessment Services

- In support of the Workplace Security program, coordinates and administers the Threat Assessment Team (TAT) Program as requested by County department heads, the County Administrator, and/or the Board of Supervisors.

Disability Management and Workers Compensation Services

- Administration of self-insured Workers' Compensation Program providing statutory benefits to injured workers pursuant to the California Labor code.
- Provides program and training support for all medical leave management programs, military leave, catastrophic leave, the Reasonable Accommodation process, Fitness for Duty evaluations, confidential medical information review (including pre-employment), and the Temporary Transitional Duty Program as authorized by the Board of Supervisors.
- Coordinates communications related to pre-employment and reasonable suspicion (drug and alcohol) testing.
- Coordination of long term disability programs for non-occupational injuries as required under the Salary Resolution and various MOUs, as well as the administration and management of occupational health and LTD contracts.

Occupational Safety and Health Services

- Develops, facilitates and promotes safety and loss prevention programs as statutorily required by State and Federal OSHA regulations.
- Administration of statutory State and Federal Occupational Safety and Health Administration regulations in order to identify and minimize conditions and behaviors which may result in occupational injury or illness, and property damage.
- Support District in developing effective programs to meet regulatory requirements and manage occupational health and safety, injury prevention, hazardous materials management, fire prevention and emergency preparedness.
- Administers Federal Department of Transportation random drug and alcohol testing program including the random collection and testing vendor.
- Manage ergonomics program and training of Ergo Coordinators.
- Manage DMV Pull Notice program.

Benefits Administration

The County shall provide the following health and welfare benefits to the District’s employees, retirees, and their dependents:

- Medical
- Dental
- Vision
- Life & Disability Insurance
- Health and Dependent Care Reimbursement Accounts
- Patient Advocacy
- Staff Development and Wellness Programs
- Employee Assistance Plans

Health and Welfare Benefits Administration

- Management and administration of health and welfare benefit programs.
- Provide accurate and timely administration of all health and welfare benefits to maintain and control costs.
- Provide guidance on benefits programs and ensure high participant satisfaction among employees, retirees and their eligible dependents.

Cost of Services

Human Resources Costs

Inclusive of UB Support Services cost allocation as outlined in ACTTC exhibit.

Insurance Cost Allocation – FY 16/17 and FY 17/18

General Liability Insurance (charged annually through Journal Voucher or invoice) (Includes auto, pollution, cyber, employment practices liability and crime bond)	FY 16/17 - \$1,551 FY 17/18 - \$2,350
Property Insurance (charged annually through Journal Voucher or invoice) (Personal Property (Office contents) - \$23, Vehicles - \$170)	FY 16/17 - \$193 FY 17/18 - TBD
Workers Compensation-(charged through bi-weekly payroll)	FY 16/17 - \$1.52 per \$100 of payroll FY 17/18 - \$1.75 per \$100 of payroll

Insurance Cost Allocation – Future Years

Rates fluctuate annually, and are generally available approximately six months in advance of the start of a new fiscal year. These rates may either be found in the County’s budget preparation documents or by contacting Risk Management.

Health and Welfare Benefits Administration Fee – FY 16/17 and FY 17/18

Benefits Administration fee	FY 16/17 - \$1,557
(charged annually through Journal Voucher or invoice)	FY 17/18 - \$1814

All other employee benefit costs to District paid through direct payroll deductions from District budget based upon employee benefit selection. District contribution amounts as determined by each applicable Memorandum of Understanding and County Salary Resolution.

Health and Welfare Benefits Administration Fee – Future Years

Rates fluctuate annually, and are generally available approximately six months in advance of the start of a new fiscal year. These rates may either be found in the County’s budget preparation documents or by contacting Risk Management.

Attachment A: Exhibit 3

Service Level Agreement



Northern Sonoma County
Air Pollution Control District
and
Sonoma County
Information Systems Department

This page intentionally left blank

1. Introduction	5
1.1. Purpose	5
1.2. Parties to the Agreement	5
1.3. Initial Term of the Agreement	6
1.4. Options to Renew the Agreement	6
1.5. Definitions	6
2. Scope of Work	6
2.1. Enterprise Services	6
2.2. Department Services	7
2.3. Place of Service Delivery	7
2.4. Changes to Services	7
3. Performance, Tracking and Reporting.....	7
3.1. Service Metrics	7
3.2. Service Level Reporting	7
3.3. Service Review Meetings	7
4. Problem Management.....	8
4.1. Problem Reporting	8
4.2. Problem Escalation	8
5. Services and Fee Structure	8
5.1. Enterprise Services	8
5.2. Department Services	8
6. Customer Responsibilities	8
7. Security	8
7.1. Physical Access	8
7.2. Compliance with Customer Security Requirements	9
7.3. Information and Data Security Measures	9
7.4. Confidentiality	9
8. General	9
8.1. Notices	9
8.2. Standard of Care	9
8.3. Good Faith	9
8.4. Assignment	9
8.5. Entire Agreement	10
8.6. Changes to the Agreement	10

8.7. Exhibits 10

8.8. Signatures 10

SCHEDULE A – ENTERPRISE SERVICES..... 11

SCHEDULE B – DEPARTMENT SERVICES..... 29

SCHEDULE C – PLACE OF SERVICE DELIVERY 31

SCHEDULE D – CHANGE TO SERVICES..... 32

SCHEDULE E – SERVICE METRICS..... 33

SCHEDULE F – SERVICE LEVEL REPORTING 34

SCHEDULE G – PROBLEM REPORTING 35

SCHEDULE H – PROBLEM ESCALATION PROCESS 36

SCHEDULE I – SERVICE FEES 37

SCHEDULE J – CUSTOMER SECURITY REQUIREMENTS 38

SCHEDULE K – NOTICE DISTRIBUTION..... 41

JOHN HARTWIG
DIRECTOR

2615 PAULIN DRIVE
SANTA ROSA, CALIFORNIA
95403-2871
Phone 707-565-2911
Fax 707-565-3009



MIKE LIVENSPARGAR
SYSTEMS & PROGRAMMING

DAN FRUCHEY
INFORMATION MANAGEMENT

ROBERT BUTLER
TECHNICAL SERVICES

Service Level Agreement

Northern Sonoma County Air Pollution Control District and Sonoma County Information Systems Department

1. Introduction

1.1. Purpose

The vision of the Sonoma County Information Systems Department (ISD) is to maximize public service and financial savings through the implementation of technology solutions that support and enhance current and future service delivery systems of Sonoma County.

This Service Level Agreement (“Agreement”) outlines the terms and conditions under which ISD will provide specified services (collectively referred to as “the Services”) to its customer.

1.2. Parties to the Agreement

This Agreement is made between ISD and the Northern Sonoma County Air Pollution Control District (NSCAPCD), hereinafter referred to as “the CUSTOMER” (and collectively referred to as the “parties”). ISD and the CUSTOMER recognize the importance of their respective IT resources working in partnership to ensure that their services complement each other to meet the business needs of the public and various regulatory requirements. This Agreement provides a description of the Enterprise and Department services ISD provides to the CUSTOMER, and the responsibilities required of both departments to meet the CUSTOMER’s and County’s business functions. This Agreement reflects the known expectations of all parties, and recognizes that the list of expectations may not be exhaustive and may require modification over time.

1.3. Initial Term of the Agreement

This Agreement will commence on July 1, 2016 (“Commencement Date”) and expire 24 months hence (“Initial Term”).

1.4. Options to Renew the Agreement

This Agreement will automatically renew for an additional twelve month period at the end of the Initial Term and on each subsequent anniversary of the Commencement Date unless 90 days prior written notice is received by either party to modify the Agreement.

1.5. Definitions

“*Change Control*” means the agreed upon process to be followed when changes are required to either this Agreement or to the Services.

“*Department Services*” mean the unique Services which ISD delivers to a department.

“*Enterprise Services*” mean the Services which ISD delivers to all of its customers.

“*Information Assets*” means County of Sonoma computer and network systems including data which is stored, processed or transmitted.

“*Place of service delivery*” means the address or addresses where the Service delivery is to take place.

“*Problem escalation*” means the agreed procedure for alerting and notifying ISD management of the non-resolution of problems.

“*Service availability*” means the times and periods ISD will make the Services available to the CUSTOMER. Services may be requested by contacting the ISD Service Desk Monday – Friday 7:00 a.m. – 5:00 p.m. excluding holidays and 24/7 for emergency issues.

“*Service Review Meetings*” means the regular meetings held between representatives of ISD and the CUSTOMER specifically to discuss issues arising from Service delivery or performance.

2. Scope of Work

2.1. Enterprise Services

The Enterprise Services and Service availability provided by ISD under this Agreement are described in [Schedule A](#) to this Agreement.

2.2. Department Services

The Department Services and Service availability unique to a department provided by ISD under this Agreement are described in [Schedule B](#) to this Agreement. Departmental staff may play a role in the delivery of the services, while ISD may play a reduced or no role in the delivery of the service.

2.3. Place of Service Delivery

The Services covered by this Agreement are to be delivered at the address or addresses given in [Schedule C](#) to this Agreement.

2.4. Changes to Services

Either party may propose changes to the Agreement or supporting Schedules. Efforts will be made to meet early in the annual budget cycle to discuss and resolve changes in time to meet the CAO posting of ISD rates in the annual budget instructions. All changes, with the exceptions of service locations and contact information are to be subject to the Change Control procedures included in [Schedule D](#) to this Agreement. Changes to service locations and contact information may be submitted via email from the CUSTOMER to ISD.

3. Performance, Tracking and Reporting

3.1. Service Metrics

The metrics to be used in the measurement of performance levels are defined in [Schedule E](#) to this Agreement.

3.2. Service Level Reporting

ISD will provide reports electronically on service delivery to the CUSTOMER covering each service component delivered. The reports required in support of this Agreement are defined in [Schedule F](#) to this Agreement.

3.3. Service Review Meetings

Service Review Meetings will be held at mutually agreed upon times. The issues to be covered will include (as applicable):

- Service performance levels
- Installation performance
- System issues
- Administrative issues
- Security issues
- Changes proposed
- Service Reports as identified in [Schedule F](#)

4. Problem Management

4.1. Problem Reporting

Standard problem definitions that apply to the Services provided under the terms of the Agreement are identified in [Schedule G](#) to this Agreement. However, the parties acknowledge that problem resolution requiring the involvement of third-party software and hardware service providers will be subject to the systems and procedures of these entities, which systems and procedures ISD does not control. Notwithstanding these limitations, ISD agrees to communicate and pursue established trouble-shooting priorities with such vendors and will update the CUSTOMER as to projected timelines. Priorities may be modified on a case-by-case basis to meet the operations needs of ISD and/or the CUSTOMER.

4.2. Problem Escalation

To ensure that the CUSTOMER receives senior management attention on unresolved issues, both parties agree to utilize and participate in the problem escalation process specified in [Schedule H](#) to this Agreement.

5. Services and Fee Structure

5.1. Enterprise Services

The fees payable for delivery of the Enterprise Services are defined in [Schedule I](#) to this Agreement.

5.2. Department Services

The fees payable for delivery of the Department Services are defined in [Schedule I](#) to this Agreement.

6. Customer Responsibilities

The CUSTOMER's general obligations to assist with effective management and service delivery are identified in [Schedule A](#) to this Agreement.

7. Security

7.1. Physical Access

The CUSTOMER will ensure that ISD employees are given access to the service locations and equipment as referenced in [Schedule C](#) to this Agreement in order that the Services may be delivered and maintained in accordance with the Agreement.

7.2. Compliance with Customer Security Requirements

In the event that the CUSTOMER has specific physical/data security requirements, ISD will ensure that its employees are made aware of such requirements and will work with the CUSTOMER to develop a mutually agreed upon approach to ensure ongoing compliance. The CUSTOMER's Security Requirements are identified in [Schedule J](#) to this Agreement and any changes to the CUSTOMER Security Requirements are to be subject to the Change Control procedures included in [Schedule D](#) to this Agreement.

7.3. Information and Data Security Measures

ISD will manage information and data security with best efforts to restrict unauthorized access. ISD will ensure that its employees are fully aware of the risks associated with information and data security issues.

7.4. Confidentiality

ISD agrees to maintain the confidentiality, integrity and accessibility of all Air Pollution client information in accordance with all applicable state and federal laws and regulations.

8. General

8.1. Notices

Notices under this Agreement are to be sent to the addresses and persons specified in [Schedule K](#) to this Agreement.

8.2. Standard of Care

ISD warrants that all services will be performed with professional care and skill and that its operations will be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws.

8.3. Good Faith

Each party will act in good faith in the performance of its respective duties and responsibilities and will not unreasonably delay or withhold the giving of consent or approval required for the other party under this Agreement.

8.4. Assignment

Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party. In the event that consent for assignment is given, the terms of this Agreement will be binding upon each party's respective successor.

8.5. Entire Agreement

This document with all supporting schedules and attachments constitutes the entire Agreement between the parties and supersedes all other prior agreements between the parties for the provision of such services.

8.6. Changes to the Agreement

All changes to this Agreement must be approved in writing by authorized officials of both parties and follow the formal change control procedure set out in this Agreement.

8.7. Exhibits

The Schedules referred to in, and attached to, this document are to be considered an integral part of this Agreement.

SCHEDULE A – ENTERPRISE SERVICES

Schedule A provides a detailed list of the Enterprise Services that are to be delivered to the Customer under the terms of this Agreement. It is the responsibility of the CUSTOMER to request services as needed following the procedures identified under CUSTOMER Responsibilities in the following table.

Section A.1 Service Description and Responsibilities		
A.1.1 Desktop Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.1.1 Desktop Support	Respond to incident and service requests. Support includes installation, configuration, security updates, software upgrades, and communication with vendor as needed, procurement and license management, and ¹ troubleshooting.	Request services through ISD Service Desk following established procedures.
A.1.1.2 Desktop Support Standard Hardware Installation and Coordination	Participate with the CUSTOMER in deployment planning. Deploy and install systems. Configure, test, install, and support desktop technologies including PCs, laptops, printers, and other peripherals.	Provide local inventory control and assist ISD with project planning related to desktop technologies.
A.1.1.3 Relocation Coordination and Implementation	Assist department with relocating PCs and other supported desktop technologies when such services are funded within an Architect managed project, or funded as a separate project with ISD	Inform ISD of all ISD supported PC and printer relocations.
A.1.1.4 Hardware Maintenance	Provide maintenance service for District owned desktop workstations and printers connected to the County network in or out of warranty.	Responsible for purchase and replacement of consumable printer parts e.g., toner, fusers, rollers. Request services through ISD Service Desk following established procedures.
A.1.1.5 Desktop Product Support	Evaluate needs for desktop software and make recommendations. Support of standard County image and pre-approved commercial off the shelf (COTS) productivity tools	Request services through ISD Service Desk following established procedures.

¹ Troubleshooting includes, assistance for software not functioning properly, initial investigation provided to determine if the software is system or network related, and referral to system specialists as appropriate.

A.1.1.6 Procurement and Inventory Management	Manage licensing, warranty, and inventory information on all ISD supported hardware and software.	Purchase hardware and software following County requisition process. When purchases must be made outside the County requisition process, the CUSTOMER must provide ISD with information related to any departmental purchase of hardware and software supported by ISD. Such information must be sufficient to establish warranties, provide visibility in ISD's central inventory system, comply with licensing, and comply with the Enterprise desktop operating system (OS).
A.1.1.7 Desktop Technology Product Research, Evaluation and Testing	Conduct ongoing product evaluation and testing for desktop hardware and software.	Participate in periodic meetings dealing with business process and requirements.
A.1.1.8 Surplus	Identify, process, and dispose of all surplus County computer equipment and/or components which are the responsibility of ISD in accordance with County approved procedures.	The CUSTOMER will return all obsolete, unused or defective County hardware to ISD.
A.1.1.9 Network Printer Administration	Manage printer and multi-function printer configurations and firmware including any necessary software or hardware installations.	Request services through ISD Service Desk following established procedures.
A.1.1.10 Desktop Security and Virus Protection	Perform desktop level virus protection and signature updates. Automated operating system updates. Install and maintain laptop full disk encryption.	Request services through ISD Service Desk following established procedures.

A.1.2 Network Infrastructure Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.2.1 Network Connectivity to County Systems and remote sites	Provisioning of circuits, ensuring high speed network connectivity to application systems and services.	Request services through ISD Service Desk following established procedures.
A.1.2.2 Network Infrastructure Installation/Upgrades/Management	Managing capacity planning, design, installation, upgrades, and replacement of network infrastructure equipment which includes routers, switches and firewalls. Monitoring of all network infrastructure devices. Notify District of equipment installation needs on leased property and verify permission to proceed.	Participate in periodic planning meetings. Request services through ISD Service Desk using established procedures. Advise of equipment installation needs and verify permission to proceed.
A.1.2.3 Internet Access	Internet usage and access reporting, capacity planning, installation, and support associated with access to the Internet	Request services through ISD Service Desk following established procedures.
A.1.2.4 Infrastructure Security Design and Management	Management of firewalls, Intrusion Prevention System (IPS) and other security technology and measures under the support responsibility of ISD.	Participate in periodic planning meetings. Request services through ISD Service Desk using established procedures.
A.1.2.5 Virtual Private Network (VPN) Services	Set up and configure necessary security and user accounts, provide VPN software, and technical support.	Request Add/Disable/Delete of VPN User accounts through ISD Service Desk following established procedures.
A.1.2.6 Wireless Services	Provide wireless access to County network and external Internet access.	Request services through ISD Service Desk following established procedures.

A.1.3 Network System Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.3.1 Network Account and ID Management	Network user account maintenance and problem resolution and administration. Includes license management and audit support.	Request Add/Disable/Delete/Modify of User accounts and update ISD Authorization list through established procedures. Ensure the CUSTOMER staff read and acknowledge County Computer Use Policy 9-2
A.1.3.2 Backup/Restore	Backups of servers and any related file restoration upon request. This includes offsite storage of backups of systems under the support responsibility of ISD.	Participate in periodic planning meetings, reviews and tests of restoration and related recovery procedures.
A.1.3.3 Disaster Recovery	The ISD Data Center is a secured and environmentally controlled facility which provides redundant systems for computing and communications that significantly reduces the likelihood of service disruptions. All customers receive a basic level of data protection and disaster recovery services. Please refer to the "Disaster Recovery and Data Protection Services" section described in the Service Catalog located at the ISD internet site for additional information.	Execute Departmental Local Continuity of Ops Plan
A.1.3.4 Messaging System Support and Management	User account maintenance and problem resolution, all email support, upgrades, resolving account problems, support of email servers, troubleshooting and problem resolution of problems.	Request Add/Disable/Delete/Modify of User accounts through ISD Service Desk following established procedures.
A.1.3.5 Secure and non-secure FTP Services	Inbound FTP services for both secure and non-secure applications.	Participate in periodic planning meetings. Request services through ISD Service Desk using established procedures.
A.1.3.6 Server Security Design and Management	Server level virus protection, and management of other security technology and measures under the support responsibility of ISD.	Participate in periodic planning meetings. Request services through ISD Service Desk using established procedures.

A.1.3.7 Server Installations, Upgrades, and Maintenance	Capacity planning, installation, and support associated with application and file servers under the support responsibility of ISD.	Participate in periodic planning meetings. Request services through ISD Service Desk using established procedures.
A.1.4 Application and System Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.4.1 Application System Administration and Support	Provide technical support related to enterprise systems and services offered to all County departments. Includes systems administration, upgrades, maintenance, problem resolutions and quality control.	Participate in periodic meetings. Report problems and request services through ISD Service Desk using established procedures.
A.1.4.2 Project Management/Consulting	Project management and consulting services for all supported systems and other technical activities as requested and budgeted.	Participate in periodic planning and requirements analysis meetings. Commit necessary resources to successfully implement project related work. Request services through ISD Service Desk using established procedures.
A.1.4.3 Vendor Liaison	On-going technical liaison with supported system vendors as needed.	Participate in periodic planning meetings. Request services through ISD Service Desk using established procedures.
A.1.4.4 System Security Administration	Administration and management of system security tables and user access for systems under the support responsibility of ISD.	Participate in periodic planning meetings. Request services through ISD Service Desk using established procedures.
A.1.4.5 Database Administration	Database support on SQL applications. Includes database reorganizations, service packs and any related database problems.	Participate in periodic planning meetings. Request services through ISD Service Desk using established procedures.

A.1.5 Web Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.5.1 Web Design, Development, and Hosting	<p>For legacy-based web sites: No new web site development will be conducted in the older legacy-based web site. Existing content will simply be maintained until all content for a department or agency is migrated to CMS.</p> <p>For CMS-based web sites: Perform all web design relative to internet, intranet, extranet, SharePoint or other application(s) that are hosted on ISD County web servers.</p>	Provide business requirements, collaborate, approve and authorize implementation
A.1.5.2 Web Programming	<p>For legacy-based web sites: No new web site development will be conducted in the older legacy-based web site. Any web programming will be to resolve problems, not expand capabilities.</p> <p>For CMS-based web sites: Perform all web programming relative to the Internet, intranet, extranet, SharePoint or other application(s) that will be hosted on ISD web servers.</p>	Provide business requirements, collaborate, approve and authorize implementation
A.1.5.3 Web Maintenance	Publish changed content to ISD legacy-based web servers, or assist department staff with publishing content to CMS-based web sites; assist HR with ensuring compliance with County Web Standards and Guidelines as related to ADA accessibility including performing ADA remediation work for departments and agencies as requested relative to the Internet, intranet, extranet, SharePoint or other application(s) that will be hosted on ISD web servers.	Provide authorized and accessible (per County Web Standards and Guidelines , i.e. ADA/Section 508, editorial content for publication and other business requirements. Follow procedures established for publishing process.
A.1.5.4 Web Site Files Backup	Perform backups of data center resources supporting web and other ISD services. Includes file restoration upon request.	Create and store archival copies of original documents and content for future reference as needed.

A.1.5.5 SharePoint	Create and initially setup SharePoint sites hosted on ISD web servers. Provide training, support and assistance as requested including design and development of site features. Approve and install third party web parts, site features, and site templates meeting ISD standards.	Manage existing SharePoint web sites relative to site creation, site permissions list and library configuration and maintenance. Adhere to agreed upon standards and best practices. Participate in work sessions and other meetings necessary to analyze needs and accomplish development work.
A.1.5.6 Web Content email notification/alerts (eSubscribe)	Create and administer eSubscribe items for the CUSTOMER website as requested by the CUSTOMER.	Provide content and initiate sending of notifications.
A.1.6 Mobile Device Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.6.1 Mobile Device Support	Configure County supported SmartPhones e.g., Apple, Android, Windows Mobile, and Blackberry that are County issued or used for County business to synchronize with Exchange email messaging system. Provide basic troubleshooting to resolve issues.	Request services through ISD Service Desk using established procedures.
A.1.7 Communications Telephone Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.7.1 Telephone Support	Respond to service requests from the CUSTOMER staff through Internet Web Page, telephone, remote, or onsite assistance for telephone and infrastructure needs.	Request services through ISD using established procedures.
A.1.7.2 Telephone Equipment Installation and Coordination	Participate with the CUSTOMER in deployment planning. Deploy and install systems. Configure, test, install, and support telephone equipment including telephones, IP telephones, conference phones, ringers, soft phones, ACD phones, paging systems, and other peripherals.	Provide local inventory control, and assist ISD with project planning, and moves related to Telephone equipment. Request services through ISD using established procedures.

A.1.7.3 Relocation Coordination and Implementation	Coordinate and provide support for adds, moves, changes and relocations of telephone equipment with the CUSTOMER.	Coordinate plans for relocation with ISD, including coordinating all non-Architect managed moves. Provide information on any changes in telephone equipment, including the last known user and physical location. Participate in planning and other related meetings. Request services through ISD using established procedures.
A.1.7.4 Telephone Equipment Product Research, Evaluation, and Testing	Conduct ongoing product evaluation and testing for telephone equipment hardware and software with an emphasis on specific needs of the CUSTOMER.	Request services through ISD using established procedures. Participate in periodic meetings dealing with business process and requirements.
A.1.7.5 Surplus	Identify, process, and dispose of all surplus equipment in accordance County approved procedures.	Request services through ISD using established procedures.
A.1.7.7 PBX Switch Software Installations, Updates, and Maintenance	Reviewing, testing, and deploying fixes and upgrades to PBX switch software.	Coordinate with ISD with planning and implementing upgrades to PBX switch software.
A.1.7.8 Voice Mail Installations, Upgrades, Backups, and Maintenance	Managing capacity planning, design, installation, upgrades, backup, and replacement of Voice Mail servers, software, and systems.	Participate in periodic planning and requirements analysis meetings. Report problems and request services through ISD using established procedures.
A.1.7.9 Voice Mail Mailboxes	Managing new users, password resets, instruction, and support of voice mail boxes.	Request services through ISD using established procedures.
A.1.7.10 Voice over IP System Installations, Upgrades, and Maintenance	Managing capacity planning, design, installation, upgrades, and replacement of Voice over IP (VoIP) Systems.	Participate in periodic planning and requirements analysis meetings. Request services through ISD using established procedures.
A.1.7.11 Voice over IP System Software Installations, Updates, and Maintenance	Reviewing, testing, and deploying fixes and upgrades to VoIP System Software.	Coordinate with ISD with planning and implementing upgrades to Voice over IP System Software.

A.1.7.12 Network Infrastructure Installations, Upgrades, and Maintenance	Managing capacity planning, design, installation, upgrades, and replacement of network infrastructure including copper and fiber optic cables, terminations, panels, racks, jacks, and electronic equipment.	Participate in periodic planning and requirements analysis meetings. Report problems and request services through ISD using established procedures.
A.1.7.13 Wireless Devices Procurement, Upgrades, and Maintenance	Coordinate purchases, leases and service plans, test, configure, and support wireless devices including cellular phones, smart phones, pagers, air cards, tracking devices, cellular routers, and satellite phones	Provide local inventory control, and request services through ISD using established procedures.
A.1.7.14 911 Services System Installations, Upgrades, and Maintenance	Assist the CUSTOMER staff with 911 circuit installations, upgrades, and maintenance. Coordinate with AT&T operations centers and technicians. Provide relocation assistance in emergency situations.	Participate in periodic planning and requirements analysis meetings. Report problems and request services through ISD using established procedures.
A.1.8 Service Desk Support Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.8.1 Service Desk Support	Respond to incident and service requests.	Request services through ISD Service Desk following established procedures.
A.1.8.2 Centralized Incident and Service Request Management	Collect and record accurate descriptions from the CUSTOMER into an incident management tool.	Request status or follow up on existing work requests through ISD Service Desk following established procedures as outlined in Schedule G.
A.1.8.3 Password Management	Reset, disable, and reactivate passwords.	Request services through ISD Service Desk following established procedures. Utilize ISD provided self-service password management tool.

A.1.9 Administrative Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.9.1 Departmental IT Planning	<p>Meet on as needed basis with the CUSTOMER regarding evolving IT plans and needs. Lead and sponsor work groups, and committees for the purpose of exchanging information. These groups include:</p> <ul style="list-style-type: none"> • Technical Advisory Committee (TAC) • Web Advisory Committee (WAC) • GIS Technical Advisory Committee • SharePoint Power Users Group • Justice User Group 	<p>Meet on as needed basis with ISD regarding the CUSTOMER related IT plans and needs. Participate in ISD sponsored work groups and committees for the purpose of exchanging information.</p>
A.1.9.2 Departmental IT Budgets and Accounting	<p>Review and analyze software, server and network needs as requested for system additions and upgrades, and develop cost estimates and hardware configurations. Includes analyzing and costing projects and services.</p>	<p>Participate in planning and requirements analysis activities. Define and develop IT requirements for annual budget. Assist ISD with prioritizing projects, transferring funds, identifying and scoping projects, and processing necessary technical adjustments to the budget</p>
A.1.9.3 Project Coordination and Participation	<p>Plan and manage projects related to software, desktop, and enterprise network improvements and upgrades. Participate as a project team member on CUSTOMER led IT related projects.</p>	<p>Participate as a project team lead or member on IT related project impacting or affecting the CUSTOMER. As appropriate provide support to ISD with coordination of non-county resources as contracted by the CUSTOMER.</p>
A.1.9.4 Purchasing Coordination/Vendor Management; Contracting	<p>Handle all aspects of IT equipment ordering and delivery including receipt, unpacking, labeling, inventory and invoice processing, and container waste removal.</p>	<p>Coordinate all computer hardware, software and other IT related purchases with ISD to ensure conformance with County wide IT standards and licensing. Including advising ISD of any departmental purchases of hardware and software, or contract development for IT related products and services specific to the CUSTOMER.</p>

A.1.10 GIS Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.10.1 GIS Baseline Support	Provide technical support during regular business hours for desktop GIS software installation, troubleshooting, and functionality questions, for assistance in posting or using data in the Enterprise GIS database; respond to requests for maps via the ISD Service Desk.	Request services through ISD Service Desk following established procedures. The CUSTOMER will coordinate Mapping requirements with the ISD GIS group and will provide ISD GIS with updated data periodically to assure that maps created by the ISD GIS group have the most current data
A.1.10.2 GIS Project Support	Participate in periodic planning and requirements analysis meetings. Provide project management and consulting services for all ISD supported systems and other technical activities as requested and budgeted	Participate in periodic planning and requirements analysis meetings. Request services through the ISD Service Desk using established procedures. CUSTOMER initiatives involving enhanced use of GIS capabilities will coordinate requirements with the ISD GIS group and where needed will undertake creation of separate projects for work needed beyond what's covered in GIS baseline.
A.1.10.3 County GIS Intranet	Provide training and technical support to use the County's interactive mapping program on the County GIS Intranet (e.g. SoCo Map).	The CUSTOMER will coordinate GIS training requirements with the ISD GIS group. Participate in periodic planning and requirements analysis meetings. Request services through the ISD Service Desk using established procedures.
A.1.10.4 GIS Data Integration	Provide support to CUSTOMER to integrate department data for demographic analysis and reporting or other incident-based events with existing GIS data. Where integration with County's Enterprise GIS database is not feasible, support the CUSTOMER as necessary to export data from Enterprise GIS into shapefile or file-based geodatabase format.	Participate in periodic planning and requirements analysis meetings. Request services through the ISD Service Desk using established procedures. CUSTOMER initiatives involving enhanced use of GIS capabilities will coordinate requirements with the ISD GIS group, and where needed will undertake creation of separate projects for work needed beyond what's covered in GIS baseline.
A.1.10.5 GIS Desktop Software Support	Provide training and technical support to use ESRI ArcGIS Desktop software (version 10.1 or later), and the ArcGIS Desktop extensions (e.g., Spatial Analyst), and to access and use maps created by the GIS Group.	CUSTOMER will provide machine serial numbers to ISD. Participate in periodic planning and requirements analysis meetings. Request services through the ISD Service Desk using established procedures.

A.1.10.6 GIS Data Editing/Maintenance Support	Provide users with access and tools needed to edit CUSTOMER data layers on the Enterprise GIS EDIT schema, and for transferring data to the Enterprise GIS MAIN schema if data is to be shared with other County departments.	Participate in periodic planning and requirements analysis meetings. Request services through the ISD Service Desk using established procedures.
A.1.10.7 GIS Consulting	Provide user needs analysis to identify business requirements that can be met by using GIS technology. Includes coordinating with ESRI re: best practices, assisting the CUSTOMER in the design and development of workflows with GIS software (e.g., server or desktop), and the development of cartography products. Implementation of ISD recommendations may require establishing a separate project and/or involvement of a 3 rd party vendor, as appropriate	Request services through ISD Service Desk following established procedures. Participate in periodic meetings dealing with business process and requirements, and deployment and assessment of survey results.
A.1.10.8 GIS Standards	Provide CUSTOMER with documentation, training, and support for applying government and industry “best practices” to GIS design and data collection efforts. Ensure that data provided to other County departments follows Enterprise GIS standards and is current and well-documented. Assist CUSTOMER with development of federally compliant “metadata” to accompany GIS layers maintained by CUSTOMER.	Request services through ISD Service Desk following established procedures. Ensure local enforcement of published and provided “best practices”, County GIS standards, and other procedures provided by ISD GIS or the County GIS Technical Advisory Committee (GIS-TAC). CUSTOMER will assign staff as appropriate to participate in regular meetings of the GIS-TAC, which currently meet quarterly or either every other month, as necessary.
A.1.10.9 Arc GIS Online	Provide user account/web based access to enable CUSTOMER to publish GIS content directly to the Internet.	Request services through ISD Service Desk following established procedures.
A.1.10.10 ESRI Tech Support	Designate technical support contract under terms of the enterprise license agreement (ELA).	Request services through ISD Service Desk following established procedures.

Section A.2- ISD Data Center Access Procedure & Policy
(2615 Paulin Drive)



Procedure for Data Center Access

Approved By: Mary Beth Dunlap
Approval Date: 6/5/2011
Review Date: 1/30/2012

I. Purpose

This document establishes the Information Systems Department (ISD) procedure for data center access. The purpose of this procedure is to define the processes and guidelines used to:

- Schedule work to be performed in the Data Center.
- Arrange for after hour access to the Data Center.
- Deliver and install equipment into the Data Center.
- Activate the Fire Suppression System

II. Procedure

A. Accessing the ISD Data Center

Business hours are typically from 8 AM to 5 PM Monday through Friday except County holidays and Mandatory Time Off. Restricted access is available on an emergency basis after hours or on weekends, but where possible this should be planned so that it does not conflict with other possible planned outages or maintenance.

B. Requesting Access

- Individuals requiring Approved ProxCard access to the ISD Data Center will refer to and follow the ISD Procedure for Proximity Card Access.
- Individuals requiring Pre-Approved access to the ISD Data Center will submit a signed Data Center Access agreement to the ISD Data Center Manager for review and approval.

C. Access Requirements

All personnel with access type Approved ProxCard or Pre-Approved are required to read and adhere to the ISD Policy for Data Center Access. All personnel entering the Data Center will read and follow the posted Data Center Rules of Conduct.

D. After Hours Access

Data Center access is available on a 24x7 basis. Access to the ISD Data Center after ISD business hours requires additional building access and a PIN code (or key) to enter the main building. Personnel requiring this type of entry will need to follow the ISD Procedure for Proximity Card Access to request special permission to access the facility after hours.

Authorized individuals will be allowed immediate access to the ISD Data Center when an emergency situation warrants. Emergency-work site visits will be preceded by a telephone call to ISD Service Desk at 565-2030 by an authorized customer representative explaining the situation with details of the urgent issue and corresponding need for immediate access. The ISD Service Desk will contact the appropriate ISD On-call staff to assist with entry and escort.

E. Planned Work

Non ISD personnel planning to work on equipment within the ISD Data Center will contact ISD Network Operations Center ("NOC") staff and give notice of the scheduled work taking place. Notice is required to prevent overlap of the numerous group, various infrastructure and outage activities that could be planned.

Planned-work site visits should be scheduled with at least 3 days advance notice with the ISD NOC staff. Such notice is required to ensure the desired work window will be available. Requests for planned site visits should be made in the following manner:

- Personnel with access to Data Center Operations SharePoint Service Request form will submit an ISDNOC Service Request with details of the work to be performed.
- Personnel who do not have access to Data Center Operations SharePoint Service Request site can contact ISD NOC staff via phone or via email. ISD NOC staff will open an ISD NOC Service Request form on behalf of the requestor.

F. Unplanned work

Authorized personnel will be allowed immediate access to the Data Center when an emergency situation warrants. Emergency-work site visits will be preceded by a telephone call by an authorized customer representative explaining the situation with details of the urgent issue and corresponding need for immediate access. Unplanned work requests will be handled as follows:

- During normal business hours – Contact ISD NOC staff to make them aware of your need. ISD NOC will notify the Data Center Manager or other designee of your request and determine if there are conflicts that need to be addressed.
- After normal business hours – Contact the ISD Service Desk to make them aware of your need. ISD Service Desk will contact the appropriate ISD On-call staff to assist with entry and escort. To ensure the safety of all personnel (ISD and Non ISD), those with access rights which permit entry to the Data Center after business hours must contact the Service Desk or their respective ISD Manager prior to any work being performed in the Data Center after hours.

G. Equipment Deliveries

In order to ensure the safety of personnel and property, ISD maintains the following requirements for delivery and installation of equipment in the ISD Data Center:

1. Customers who wish to have equipment delivered to the ISD Data Center and received by ISD NOC staff are to notify ISD NOC staff via telephone or email with details of what is included in a particular shipment and the expected arrival date and time.
2. ISD NOC staff will receive the equipment, store it in a secure warehouse location, and notify the customer when the shipment arrives.
3. Customers requesting installation of new equipment in the data center should be aware of staging and racking policies in effect at the Data Center; specifically, all equipment housed in the Data Center must:
 - a) Be rack-mountable, and housed in standard racks using standard universal rack configurations.
 - b) Possess power and heat consumption specifications that are within ISD NOC-specified thresholds.
4. Equipment is to be moved directly from the loading dock in the ISD Main warehouse to a separate staging area for de-skidding and de-boxing. After equipment has been removed from its packaging and inspected, ISD NOC staff will transport it into the Data Center for installation. Under no circumstances are visitors to enter the warehouse or the loading dock area without prior knowledge, consent, and oversight of the ISD NOC staff.
5. In order to maintain a clean-room environment unpacking and de-skidding of equipment is not allowed within the ISD Data Center.

H. Environmental Safety

The Data Center is protected from fire by the Fenwal Fire Suppression System containing the FM-200 Agent. FM-200 Agent is a colorless, odorless and electrically non-conductive compound which suppresses fire without affecting the available oxygen, allowing personnel to evacuate safely after Fenwal activation.

ISD does not require personnel to extinguish fires. Only trained personnel will operate the Fenwal system. All others should evacuate upon alarm activation.

The Fenwal system uses sensors to detect the presence of fire in the room. When fire is detected, the system goes through the following stages:

1. When the system detects smoke from one sensor, the system actuates alarm bells.
2. When the system detects smoke from two sensors, the system actuates alarm horns and strobes and starts a 30 second timer for discharge.
3. When the 30 second timer expires the system is activated. It shuts down the HVAC and electrical power to the Data Center and the FM-200 agent is discharged.

If you are trained in the use of the Fenwal system then follow the Fenwal Fire Suppression Procedure.

If you are not trained in the use of the Fenwal system and you determine that conditions exist which require immediate activation of the Fenwal system:

4. Make sure all personnel have evacuated the Computer Room and Tape Drive areas.
5. Go directly to any Computer Room exit door and activate the Fire Suppression System Release by lifting the handle marked LIFT.
6. Exit the Computer/Tape Drive room immediately.
7. The system actuates horns and strobes and performs immediate discharge. There is no discharge delay.

III. Contacts

Contact	Phone	Email	Title
ISD Service Desk	565-2030	ISD-ServiceDesk@sonoma-county.org	
ISD NOC Staff	565-2911	ISDNOC@sonoma-county.org	
Mary Beth Dunlap	565-2080	mdunlap@sonoma-county.org	Data Center Manager

IV. Related Documents

ISD Policy for Data Center Access
 ISD Data Center Rules of Conduct
 ISD Policy for Facility Access
 ISD Procedure for Proximity Card Access
 ISD Data Center Access Agreement

V. Revision History

Version	Date	Chapter/Section	Details
1.0	6/1/2011	All	New Standard entitled Procedure for Data Center Access

Section A.3 – Account Representation

Role	Responsibility	Contact Information
ISD Business Representative	ISD contact assigned to act as a liaison for the department receiving IT services and to assist the CUSTOMER utilizing the services available.	Dan Fruchey Dan.Fruchey@sonoma-county.org 565-2703
IT Service Liaison	Customer contact assigned to act as a liaison for the department and to assist ISD with providing services available.	Rob Bamford Robert.Bamford@sonoma.county.org 565-7127

SCHEDULE B – DEPARTMENT SERVICES

Schedule B provides a detailed list of the Department Services that are to be delivered to the Customer under the terms of this Agreement. Department Services are those unique to a department and not generally available across multiple departments.

B.1 Service Description and Responsibilities				
Service Name	Service Description	ISD Responsibilities	CUSTOMER Responsibilities	Vendor Responsibilities
No Unique Department Services		n/a	n/a	n/a

This page intentionally left blank

SCHEDULE C – PLACE OF SERVICE DELIVERY

Schedule C provides a detailed list of the locations to be provided services which will be delivered to the Customer under the terms of this Agreement.

Location	Address	Business Hours
Northern Sonoma County Air Pollution Control District Office	150 Matheson Street Healdsburg CA 95448	8am- 4:30pm Mon-Fri
Healdsburg PM Monitor	Healdsburg Senior Center 133 Matheson St Healdsburg, CA, 95448	Rooftop location; access with District escort only.
Healdsburg Airport Ozone Monitor	Healdsburg Muni Airport 1580 Lytton Springs RD Healdsburg, CA 95448	Secure Airport location; access with District escort only.
Cloverdale PM Monitor	Cloverdale Veterans' Memorial Building 205 West First St Cloverdale, CA 95425	Rooftop location; access with District escort only.
Guerneville PM Monitor	Guerneville Sheriff Dept 1 st and Church St Guerneville, CA 95446	Rooftop location; access with District escort only.

SCHEDULE D – CHANGE TO SERVICES

Schedule D provides a detailed description of the process followed to request changes to services delivered to the Customer under the terms of this Agreement.

Change Control Process

Aspects/Roles	Process
<p>Aspects of change request process include:</p> <ul style="list-style-type: none"> • Either party may initiate process request • Review and assessments done by both ISD and Customer • Cost review and assessment conducted by ISD • Proposal and cost assessment reviewed by both ISD and Customer • ISD and Customer collaborate on final version of service change and cost • Final version is signed by both ISD and Customer. Copies distributed to both ISD and Customer 	<ol style="list-style-type: none"> 1. Request change in writing 2. Review and perform technical assessment 3. Review and perform cost assessment 4. Distribute proposed change including costs 5. Revise and resolve modifications and issues 6. Distribute final version for final review and acceptance 7. Sign final change and amend to original agreement

SCHEDULE C – PLACE OF SERVICE DELIVERY

Schedule C provides a detailed list of the locations to be provided services which will be delivered to the Customer under the terms of this Agreement.

Location	Address	Business Hours
Northern Sonoma County Air Pollution Control District Office	150 Matheson Street Healdsburg CA 95448	8am- 4:30pm Mon-Fri
Healdsburg PM Monitor	Healdsburg Senior Center 133 Matheson St Healdsburg, CA, 95448	Rooftop location; access with District escort only.
Healdsburg Airport Ozone Monitor	Healdsburg Muni Airport 1580 Lytton Springs RD Healdsburg, CA 95448	Secure Airport location; access with District escort only.
Cloverdale PM Monitor	Cloverdale Veterans' Memorial Building 205 West First St Cloverdale, CA 95425	Rooftop location; access with District escort only.
Guerneville PM Monitor	Guerneville Sheriff Dept 1 st and Church St Guerneville, CA 95446	Rooftop location; access with District escort only.

SCHEDULE D – CHANGE TO SERVICES

Schedule D provides a detailed description of the process followed to request changes to services delivered to the Customer under the terms of this Agreement.

Change Control Process

Aspects/Roles	Process
<p>Aspects of change request process include:</p> <ul style="list-style-type: none"> • Either party may initiate process request • Review and assessments done by both ISD and Customer • Cost review and assessment conducted by ISD • Proposal and cost assessment reviewed by both ISD and Customer • ISD and Customer collaborate on final version of service change and cost • Final version is signed by both ISD and Customer. Copies distributed to both ISD and Customer 	<ol style="list-style-type: none"> 1. Request change in writing 2. Review and perform technical assessment 3. Review and perform cost assessment 4. Distribute proposed change including costs 5. Revise and resolve modifications and issues 6. Distribute final version for final review and acceptance 7. Sign final change and amend to original agreement

SCHEDULE E – SERVICE METRICS

ISD is committed to providing the highest level of service to our customers, by incorporating Information Technology Information Library (ITIL) best practices. ISD shall gather data to develop metrics to be used in the measurement of performance levels.

SCHEDULE F – SERVICE LEVEL REPORTING

Schedule F provides a description of the reporting expectations related to service delivery under the terms of this Agreement. ISD will provide regular reports to the CUSTOMER. The reports will include at a minimum:

Report	Frequency
Status of active projects	Review in Customer/ISD Business Representative Meeting.
Service Desk Activity	Review in Customer/ISD Business Representative Meeting.
Operational statistics and related information including: <ul style="list-style-type: none"> • Number of trouble calls closed • System availability including any outages experienced by the CUSTOMER. • Physical Security Access Reports (N/A) • Security Incidents • Group Membership/Directory Access (Monthly BindView reports) • Disabled User Accounts(Monthly BindView reports) 	Review in Customer/ISD Business Representative Meeting.
<p>Note: New regular reports will be added through Agreement by both parties following the Change Control process described in Schedule E. Ad hoc reports will be requested via the work request process and incorporated into normal work.</p>	

SCHEDULE G – PROBLEM REPORTING

Schedule G provides a description of the problem reporting process and a detailed list of the problem priorities that are to be used when reporting incidents related to services delivered to the Customer under the terms of this Agreement.

The ISD Service Desk is the single point of contact between ISD and the IT customer. The ISD Service Desk provides services, resolves computing problems and answers IT related questions. It manages the lifecycle of incidents and service requests, and resolves most IT issues that may be handled remotely.

Support Hours:

- Standard support:
7:00 AM – 5:00 PM Monday – Friday, except for County holidays
- Emergency Support (High priority, cannot wait until next business day):
5:00 PM – 7:00 AM Monday - Friday, plus weekends and holidays.

Incident Reporting:

The ISD Service Desk will assess each incident and problem based on urgency and impact. A priority code will be established and ISD will strive to meet these service targets.

In the event that an incident or problem is reported to the ISD Service Desk that shall be resolved by the CUSTOMER, the ISD Service Desk will forward the incident or problem to the CUSTOMER IT staff using a ticketed tracking system.

SCHEDULE H – PROBLEM ESCALATION PROCESS

Schedule H provides a description of the process followed to escalate problem actions related to services delivered to the Customer under the terms of this Agreement.

Problem Escalation (the CUSTOMER to ISD)

Should the CUSTOMER determine that services are not being provided in accordance with the above protocol; the CUSTOMER will directly contact a designated ISD representative and request them to research the situation. This contact should be made by the CUSTOMER Management to the appropriate ISD Management staff using the following information.

The ISD manager will research the situation and provide an update to the CUSTOMER.

ISD Contact	Telephone (Office)
Jens Salzgeber, Service Desk Manager	707-565-3541
Dan Fruchey, Information Management Division Director	707-565-2703

Problem Escalation (ISD to the CUSTOMER)

Should ISD determine that services are not being provided in accordance with the above protocol, ISD will directly contact the CUSTOMER Management and request that the CUSTOMER research the situation. This contact should be made by ISD management staff to the appropriate CUSTOMER management staff using the following information.

The CUSTOMER manager will research the situation and provide an update to the ISD manager having made the contact.

NSCAPCD Contact	Telephone (Office)
Rob Bamford Air Pollution Control Officer Northern Sonoma County Air Pollution Control District	707-565-7127

The Air Pollution manager will research the situation and provide an update to the ISD manager having made the contact.

SCHEDULE I – SERVICE FEES

Schedule I provides a description of the fees for services reflected under this Agreement. Please reference the current ISD rates located on the County's internet site:

http://sonomacounty.ca.gov/templates_portal/Page.aspx?id=2147493954

SonomaCountyca.gov- Your Government- Departments and Agencies- ISD- ISD Rate Structure

SCHEDULE J – CUSTOMER SECURITY REQUIREMENTS

Schedule J identifies the CUSTOMER Security requirements under this Agreement.

The table listed below further clarifies the responsibilities of ISD and the CUSTOMER as referenced in Section A.1.3.1 Network Account and ID Management.

J.1 Security Description and Responsibilities		
Description	ISD Responsibilities	CUSTOMER Responsibilities
J.1.1 Network Account and ID Management	Online Security Authorization request response will notify the requesting party	Request Add/Disable/Delete/Modify of User accounts and update ISD Authorization list through established procedures. Ensure the CUSTOMER staff read and acknowledge County Computer Use Policy 9-2 and ISD Policy for Account Management. Upon submission of an Online Security Authorization Request, provide contact information for the User's manager/supervisor.
J.1.2 Information Security Incident* Response/Reporting	Investigation, remediation and documentation of information security incidents* in a timely manner. Notify County Privacy Officer if incident involves electronic personal health information. (ePHI)**	Upon discovery, report any real or perceived information security incident* to the ISD Service Desk. Notify law enforcement in case of theft. Notify County Privacy Officer if incident involves ePHI**. Assist with investigation and resolution as necessary.
J.1.3 ProxCard access to Customer Facilities	Provide written request to Customer IS Manager for ProxCard Access to Customer Facilities including: <ul style="list-style-type: none"> • Employee Name • Locations to which access is required. • Purpose for which access is required. • Hours of access required. Provide written notification to Customer IS Manager when access is no longer required and can be revoked.	Provide written authorization to Facilities Operations to give approved ISD Staff ProxCard Access to specified Customer Facilities for specified hours of operations. Provide written revocation of access authorization to Facilities Operations when access is no longer required. Maintain documentation for all approved and revoked ProxCard access for ISD personnel.
J.1.4 Compliance with countywide Computer Use and Security Policy Manual(9-2 and IT Professional Policy Manual (9-4)	ISD will work with the Customer to ensure compliance of both policies. This includes ratification of information security standards, procedures and guidelines	Customer will work with ISD on compliance with both policies and map to their regulatory frameworks if applicable

J.1.5 Right to Audit	ISD in conjunction with other Local service providers may participate in future technology assessments and audits	Customer to work with ISD on future technology assessments and audits
J.1.6. Network Scanning/Vulnerability Management	ISD will perform network scanning/vulnerability management testing on systems which Customer identifies as hosting sensitive or confidential data.	Customer to identify systems that hosts sensitive or confidential data which need network scanning/vulnerability management testing.
J.1.7. Data Ownership	<p>ISD is custodian of data; District is recognized as sole owner. District data shall not be distributed by County.</p> <p>ISD employees must not provision access to NSCAPCD data except as requested by Customers following standard ISD request fulfillment procedures.</p>	<p>District is under the oversight of California Air Resource Board and United States Environmental Protection Agency and may be subject to audit and/or information request with limited notice. District must have full access and control of its stored data 24/7.</p> <p>The Northern Sonoma County Air Pollution Control District (NSCAPCD) is the data owner for the systems. NSCAPCD is responsible to determine appropriate access and use of the information that it creates or otherwise obtains from 3rd party sources.</p>
J.1.8. Data Custodians	ISD employees as the data custodians are responsible to maintain the confidentiality of information. ISD employees shall only access information that is relevant and necessary to perform assigned duties.	Information shall only be accessible to those who have authorized access as determined by NSCAPCD

*"Information Security Incident" is defined as any adverse event that compromises the security of County of Sonoma information assets or otherwise violates ISD, Departmental or County-wide Information Security Policy.

Information Security Incidents may involve:

- Attempts (either failed or successful) to gain unauthorized access to County information assets
- Unwanted disruption of denial of service (DOS)
- Unauthorized use of a system
- Change to a County Information Asset's hardware, firmware or software without ISD's written consent
- Virus, worm or other malicious code attacks
- Loss or theft of any County information asset, whether or not the device is owned by the County.

**Electronic Protected Health Information (ePHI) is defined as:

- Individually identifiable health information that is:
 - Transmitted by electronic media
 - Maintained in electronic media

- Individually identifiable health information is information, including demographic information collected from an individual, and:
 - Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - Identifies the individual; or
 - With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

SCHEDULE K – NOTICE DISTRIBUTION

Schedule K provides contact information for the serving of formal notices in writing/e-mail to either ISD or the CUSTOMER under the terms of this Agreement.

ISD

Title/Role	Name	Phone	Email address
ISD Business Representative	Dan Fruchey	565-2703	Dan.Fruchey@sonoma-county.org
Address	2615 Paulin Drive, Santa Rosa, CA 95403		

The CUSTOMER

Title/Role	Name	Phone	Email address
Air Pollution Control Officer	Rob Bamford	565-7127	Robert.Bamford@sonoma-county.org
Address	150 Matheson St, Healdsburg CA 95448		

Attachment A: Exhibit 4

SERVICES TO BE PROVIDED BY THE SONOMA COUNTY GENERAL SERVICES DEPARTMENT.

The Client General Services Department, including Fleet and Purchasing Divisions, mutually agree to perform services as requested. Funds for payment for services must be included in the District's budget. The District APCO will seek authorization from the District Board for approval of services as appropriate.

1. Fleet Operations Division

- a. Provide WEX fuel program administration
- b. Vehicle registration management
- c. Other services as requested and mutually agreed upon

Costs for services shall be billed monthly through Fleet's established fiscal year billable rates. For other non-routine services as determined by both parties, work will be authorized and performed only upon generating a written scope of services that is signed by the authorized representative of the Sonoma County Air Pollution Control District and the County Department Director or Purchasing Agent, or their delegates. The scope of services shall clearly identify the work to be performed, along with agreed upon costs.

2. Purchasing Division

- a. RFP Portal for submitting solicitations
- b. Other services as requested and mutually agreed upon

Costs for utilizing the RFP portal for solicitations shall be borne by County. For other non-routine services, work will be authorized and performed only upon generating a written scope of services that is signed by the authorized representative of the Sonoma County Air Pollution Control District and the County Department Director or Purchasing Agent, or their delegates. The scope of services shall clearly identify the work to be performed, along with agreed upon costs.

ATTACHMENT B

DISTRICT FY 2016/2017 Planned Budget

District Budget Account Overview

Fund ID	Title	Description
13025-		
34160100	Operations	Operational fund of which the majority of District operations are implemented, including: FTE, county support services, facilities and materials. Funded by permit fees; subvention, taxes & interest; and transfers.
34160200	Vehicle Pollution Mitigation Program (VPMP)	Projects that mitigate on-road vehicle pollution: e.g. Electric Vehicle and EV Charger incentives, public transit incentives, infrastructure that promotes alternative transportation. May also be used for District air monitoring program. Funded by AB 2766; 1991 amendment to CA H&SC allowing for District to collect surcharge on motor vehicle registrations.
34160300	DMV (Local) Moyer	Single purpose fund, provides grants for reductions in emissions from heavy-duty diesel engines and match or supplement to State Moyer projects. May be used to replace school buses. Funded by AB 923, from 2004, authorized collection of fees in the form of a DMV registration surcharge aimed at reducing emissions for school buses and other vehicles and equipment.
34160400	Carl (State) Moyer	Single purpose fund, provides grants for diesel emission reductions for heavy diesel engines: tractors, marine vessels, construction equipment, some on road vehicles, some types of ag pumps, and other types of projects as allowed. Funded by ARB-run program founded in 1999 and revised throughout the years utilizing motor vehicle and tire surcharges from DMV.
34160500	Geysers Area Monitoring Program (GAMP)	Single purpose fund, belongs to the GAMP consortium. Under an MOU, the District is the contract and funds manager. Monitors H2S downwind of geysers in Lake County. Funded solely by members of the Geysers Industrial Complex; no District or County funds. GAMP consortium sets the budget annually.
34160600	Community Program Fund	Projects that study or mitigate air pollution in the District's community. Currently used for wood stove program. BOD established fund in 1996 after receiving a large air violation penalty. Fund is replenished by penalties assessed for violations. Replenish rate is variable and unpredictable because it relies solely on violation penalties.

**Northern Sonoma County Air Pollution Control District
FY 2016-17 Final Budget**

**NSCAPCD - Operations
13025 - 34160100**

Revenues:	1,288,319
Expenditures	1,535,477
Net Cost:	247,158
Fund Balance:	1,118,570

**NSCAPCD - VPMP
13030-34160200**

Revenues:	267,505
Expenditures	645,708
Net Cost:	378,203
Fund Balance:	989,004

**NSCAPCD - Local (DMV Moyer)
13035-34160300**

Revenues:	129,703
Expenditures	206,284
Net Cost:	76,581
Fund Balance:	584,664

**NSCAPCD - Carl Moyer
13040-34160400**

Revenues:	230,441
Expenditures	275,614
Net Cost:	45,173
Fund Balance:	240,816

**NSCAPCD - GAMP
13045-34160500**

Revenues:	243,585
Expenditures	248,548
Net Cost:	4,963
Fund Balance:	132,855

**NSCAPCD - Community Programs
13050-34160600**

Revenues:	13,954
Expenditures	109,900
Net Cost:	95,946
Fund Balance:	26,416

ATTACHMENT C – DISTRICT Signature Authorization Form

**Auditor-Controller
Treasurer-Tax Collector
County of Sonoma**
585 FISCAL DRIVE
SUITE 100
SANTA ROSA, CALIFORNIA
95403-2819
(707) 565-2631
FAX (707) 565-3489

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

DONNA DUNK, CPA
ASSISTANT
AUDITOR-CONTROLLER

JONATHAN KADLEC
ASSISTANT
TREASURER-TAX COLLECTOR

TO:
FROM: Claims Section Accounting Division
DATE:
SUBJECT: Signature Authorization Form – Requirement for Claims Verifications

It is necessary that this office have the following information from your organization. Original signatures are needed for claim verifications. You may contact me at (707) 565-3282 with any questions. Your prompt attention is greatly appreciated.

District Signature Authorization

OFFICIAL NAME OF ORGANIZATION: _____

MAILING ADDRESS: _____
Street
 _____, CA _____
City *Zip Code*

CONTACT TELEPHONE: **FIRST CHOICE:** _____
Name *Telephone No.*
SECOND CHOICE: _____
Name *Telephone No.*

Board Members

- | | | | | |
|----|-----------------|---------------------|------------------------------|----------------------|
| 1. | <i>Position</i> | <i>Printed Name</i> | <i>Signature</i> | <i>Term Expires</i> |
| | <i>Address</i> | | <i>City, State, Zip Code</i> | <i>Telephone No.</i> |
| 2. | <i>Position</i> | <i>Printed Name</i> | <i>Signature</i> | <i>Term Expires</i> |
| | <i>Address</i> | | <i>City, State, Zip Code</i> | <i>Telephone No.</i> |
| 3. | <i>Position</i> | <i>Printed Name</i> | <i>Signature</i> | <i>Term Expires</i> |
| | <i>Address</i> | | <i>City, State, Zip Code</i> | <i>Telephone No.</i> |
| 4. | <i>Position</i> | <i>Printed Name</i> | <i>Signature</i> | <i>Term Expires</i> |
| | <i>Address</i> | | <i>City, State, Zip Code</i> | <i>Telephone No.</i> |
| 5. | <i>Position</i> | <i>Printed Name</i> | <i>Signature</i> | <i>Term Expires</i> |
| | <i>Address</i> | | <i>City, State, Zip Code</i> | <i>Telephone No.</i> |

ATTACHMENT D- DISTRICT Asset List



Asset Listing

Parameters

Grouping			Custodian Dept	Asset Tag #	Asset ID	Description	Acquisition Date	In Service Date	Acquisition Cost
Category	Department	Fund							
LAND	34160100	13025	34160100	LAND00480	00000000274	NORTHERN AIR POLLUTION LAKE	6/30/2014	6/30/2014	46,205.99
									46,205.99
									46,205.99
									46,205.99
M&E	34160100	13025	34160100	C596	00000000354	2015 Chevrolet Volt	4/14/2015	4/14/2015	36,221.41
M&E	34160100	13025	34160100	0L168	0L168	Monitoring Shelter, O3 Station	8/1/1989	8/1/1989	10,653.50
M&E	34160100	13025	34160100	90585	90585	O3 Analyzer, Teledyne API 400E	1/15/2010	1/15/2010	10,392.46
M&E	34160100	13025	34160100	90586	90586	DATA LOGGER AGILAIRE #8832	4/2/2010	4/2/2010	24,453.73
M&E	34160100	13025	34160100	90626	90626	PM100 Monitor, MetOne BAM 1020	9/17/2010	9/17/2010	27,712.43
M&E	34160100	13025	34160100	90627	90627	PM100 Monitor, MetOne BAM 1020	9/17/2010	9/17/2010	27,712.43
M&E	34160100	13025	34160100	90628	90628	PM100 Monitor, MetOne BAM 1020	9/17/2010	9/17/2010	27,712.43
M&E	34160100	13025	34160100	91196	91196	Teledyne Zero Air Generator	6/26/2013	6/26/2013	8,743.44
M&E	34160100	13025	34160100	E375	E375	2012 Chevy Hybrid Crew Truck	5/17/2012	5/17/2012	38,525.17
									212,127.00
									212,127.00
M&E	34160200	13030	34160200	88706	88706	LIMERICK LN MONITOR SHELTER	11/1/1995	11/1/1995	13,835.67
M&E	34160200	13030	34160200	89353	89353	Gas Calibrator Environics 9100	8/1/1996	8/1/1996	16,123.39
M&E	34160200	13030	34160200	90576	90576	EV Charging Station	8/20/2009	8/20/2009	5,734.44
M&E	34160200	13030	34160200	90584	90584	PM-10 Monitor, MetOne E-Bam	9/18/2009	9/18/2009	12,637.10
M&E	34160200	13030	34160200	90645	90645	Data Logger 8832	10/19/2011	10/19/2011	8,277.49
M&E	34160200	13030	34160200	91168	91168	Monitor PM10, MetOne BAM 1020	1/23/2012	1/23/2012	15,014.47
M&E	34160200	13030	34160100	91177	91177	Data Logger, Agilaire/ESC 8832	11/15/2012	11/15/2012	7,490.80
M&E	34160200	13030	34160100	91179	91179	Teledyne Zero Air Generator	10/9/2012	10/9/2012	7,968.51
									87,081.87
									87,081.87
									299,208.87
									345,414.86



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Peter Bruland / 565-3086
Al Terrell / 565-1152

Supervisorial District(s):

All Districts

Title: Extension of the Proclamation of Local Emergency Due to Winter Storm Damage

Recommended Actions:

Adopt a Resolution to Extend the Proclamation of Local Emergency due to the Winter Storm "Double Crest" Event, made by the County Administrator/Director of Emergency Services on January 13, 2017, and the Winter Storm "Four Peat" Event, made by the County Administrator/Director of Emergency Services on February 10, 2017, extending the emergency for an additional 30 days, and continue waiving permit fees for repair work related to the both events.

Executive Summary:

This item requests the Board of Supervisors to extend the proclamation of local emergency by the County Administrator/Director of Emergency Services in the Sonoma County Operational Area due to damages arising from a series of continuing winter storms that initially began on Saturday, January 7, 2017, and including this most recent storm starting Thursday, February 2, 2017, which caused power outages, storm damages, mudslides, and creek, stream and river flooding. The ongoing and persistent rain resulted in another flood of the Russian River which reached 34.5 feet at Guerneville on February 10.

Sonoma County Code Section 10-5 provides authority for the County Administrator/Director of Emergency Services to issue a proclamation of local emergency if the Board of Supervisors is not in session, subject to ratification by the Board within 7 days. On January 8, 2017, at approximately 3:30 p.m., a Proclamation of Existence of a Local Emergency By County Administrator was adopted and ratified by the Board on January 10, 2017. On January 13, 2017, The County Administrator/Director of Emergency Services signed a supplemental proclamation asking for a Gubernatorial Proclamation for statewide assistance, and an order to waive permit fees to repair damages related to the Winter Storm Double Crest event. The Board ratified the supplemental proclamation on January 24, 2017. Also on January 24, a Gubernatorial Proclamation was issued. The State's proclamation included fifty (50) counties, provided immediate Federal Highway Administration's Emergency Relief Program assistance, and made California Disaster Assistance Act (CDAA) funding available based on damage assessments. CDAA has subsequently been awarded as of Governor Brown's request for a Presidential Major Disaster Declaration on February 10, 2017

Discussion:

A series of atmospheric river winter storms has battered the Sonoma County Operational Area beginning Saturday, January 7, 2017, continuing through Wednesday, January 18, 2017, beginning again on Thursday, February 2, 2017 and continuing through Friday, February 10, 2017. In response, the Emergency Operations Center (EOC) was activated at approximately 12:00 p.m. on Sunday, January 8, 2017, to assist with managing the impacts of the heavy rains and flooding. On Sunday afternoon, the County issued advisory evacuation notices to the low lying areas of Monte Rio and Guerneville. The Russian River reached and exceeded flood stage (32 feet) beginning at 1 am on Monday, January 9, and remained above flood stage until 7 pm on January 12. The Flooding included two crests, with the second, higher crest reaching 37.8 feet, the highest level observed since 2006. Shelter was made available at the Santa Rosa Veterans Building, with transportation provided from the Russian River area. On Sunday, PG&E reported that approximately 10,640 Sonoma County homes were without power, primarily in the West County and some smaller areas in North Eastern Santa Rosa. Through Monday afternoon. The County responded to numerous road closures due to fallen trees, static water rescues, landslides and flooding.

The County Administrator/Director of Emergency Services issued a Proclamation of Existence of Local Emergency in Sonoma County Operational Area on Sunday, January 8, 2017, in anticipation of potential impacts from a winter storm beginning January 7, 2017. The proclamation was ratified by the Board on January 10, 2017 in order to continue the local emergency, make available to the County/Operational Area state and local mutual aid, and allow for state emergency funding. Per Cal OES instructions, we are now assessing and calculating damages from the third set of January storms, beginning January 18. This extension will ensure that these damages are included in our submission to the State.

The County Administrator/Director of Emergency Services directed county officials to begin working to assess damages. Residents who had experienced damages reported them via SoCo Report It or through 2-1-1. This information was referred to the Permit and Resource Management Department (PRMD) or the appropriate agency. The Department of Transportation and Public Works (TPW) identified \$10.8M in road damages to date. \$7.67M in road damages were reported to FEMA and CalOES for the events that took place from January 8, 2017 till January 17, 2017. TPW preliminarily estimates \$3.17M in damages incurred from January 18, 2017 through January 31, 2017. TPW estimated \$810K in damages to the CSA #41 Jenner Water system. PRMD has performed 482 Rapid Evaluation Safety Assessments, issuing 10 red tags (entry prohibited), and 11 yellow tags (restricted entry), resulting in over \$866K in private party damages. Representatives from the California's Office of Emergency Services and the Federal Emergency Management Agency conducted a site visit and validated damage assessments on Feb 1, 2017.

The most recent storm again caused the County to open the Emergency Operations Center (EOC) to assist with managing the impacts of the heavy rains and flooding. Numerous advisory evacuation notices to the low lying areas of Monte Rio and Guerneville were issued, most recently on Thursday, February 9, 2017. In this current event, the Russian River reached and exceeded flood stage (32 feet) beginning at 7 PM on Tuesday, February 7, cresting at 33.9 feet and remaining above flood stage until 3 AM on February 9. A second, higher, crest reached 34.5 feet, entering into flood stage at 9 PM, just 18 hours after receding, and remained above flood stage until 10 PM, February 10 (forecasted). The cumulative effect of these storms has over saturated the ground and wreaked havoc on the road system, including washouts, debris flows, trees downed, and flood damages.

The County Administrator/Director of Emergency Services issued another Proclamation of Existence of Local Emergency in Sonoma County Operational Area on Friday, February 10, 2017, due to impacts from

a winter storm beginning February 2, 2017. The Board ratified the supplemental proclamation on February 14, 2017. Extending the Proclamation will continue the local emergency and make available to the County/Operational Area state and local mutual aid and allow for any state emergency funding if it is made available.

As this last storm is the most recent of a series of storms that the Sonoma County Operational Area has experienced since January 7, 2017, Governor Brown has been requested to include the associated damages and response costs in his prior Gubernatorial State of Emergency issued on January 23, 2017 and February 10, 2017.

The proposed resolution enables Sonoma County Operational Area partners to continue tracking expenses and performing recovery work associated with the statewide winter storms. The proposed resolution will continue to suspend county permitting fees for the repair of damages in order to assist with timely recovery from the statewide winter storm. Waivers are in place for permits initiated by April 30, 2017, unless the Board decides to extend further. Budgetary adjustments associated with any waived permit fees will be included in future quarterly consolidated budget adjustments.

Staff recommends that the Board approve both of the CAO/Director of Emergency Services proclamations of local emergency in order to extend the proclamation by an additional 30 days. This emergency proclamation lasts for a duration of 30 days and may be extended by the Board for additional 30 day periods. When conditions improve, staff will request the Board formally terminate the emergency.

Prior Board Actions:

02/14/2017: Adopted a Resolution Ratifying the Proclamation of a Local Emergency
01/24/2017: Adopted a Resolution Extending the Proclamation of a Local Emergency
01/10/2017: Adopted a Resolution Ratifying the Proclamation of a Local Emergency

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

Issuing a proclamation of local emergency helps to ensure the safety of the community by alerting residents to the current emergency and helping to advise that residents heed warnings and notifications.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
None.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Attachment A: Resolution Ratifying Proclamation of Local Emergency Attachment B: Proclamation of Existence of a Local Emergency By County Administrator Attachment C: Supplemental Proclamation of Local Emergency by County Administrator			
Related Items "On File" with the Clerk of the Board:			
None.			



County of Sonoma
State of California

Date: February 21, 2017

Item Number: _____

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 The County Administrator/Director of Emergency Services Proclamations Of The Existence Of A Local Emergency In The Sonoma County Operational Area Due To The 2017 Winter Storm Double Crest and Four Peat Events, Extending the Emergency For Another 30 Days, Requesting The Governor Combine This Proclamation With His Previously Proclaimed Statewide Emergency Of January 23, 2017 and February 10, 2017, And Waiving Permit Fees For Repair Work.

Whereas, California Government Code section 8630 and the Sonoma County Code Section 10.5, empower the County Administrator/Director of Emergency Services to proclaim the existence of a local emergency when Sonoma County is affected or likely to be affected by a public calamity, subject to ratification by the Board of Supervisors at the earliest practicable time; and

Whereas, said County Administrator found that said conditions of extreme peril to the safety of persons and property have been exacerbated by the cumulative impact of the recent series of atmospheric river storms, starting with the 2017 Winter Storm Double Crest Event—which began on January 7, 2017, and necessitated the Board ratifying a local emergency on January 10, 2017—and followed shortly by a second storm that began on January 18, 2017—which necessitated the Board extending the proclamation of local emergency for 30-days; and

Whereas, starting on February 2, 2017 (the “2017 Four Peat Storm Event”), the County Administrator again found that conditions of extreme peril to the safety of persons and property had arisen within the County caused by a winter storm event, including but not limited to the threat of flooding of the Russian River, hazardous geologic conditions, road closures, highway damage, mudslides, debris deposits, and utility outages caused by the heavy rains which necessitated the issuance of proclamation of a local emergency on February 10, 2017, at 12:00 p.m.; and

Whereas, the extraordinary rainfall throughout the County from the three storm events has resulted in conditions of extreme peril, created hazardous conditions and resulted in damages throughout the County, including but not limited to hazardous geologic conditions,

Resolution #

Date: February 21, 2017

Page 2

road closures, highway damage, mudslides, debris deposits, and utility outages which have been compounded by the cumulative impact of these storm events; and

Whereas, another storm is expected to hit the Sonoma County Operational Area by Wednesday, February 15, 2017, with another atmospheric river; and

Whereas, the County Administrator/Director of Emergency Services determined that the locally available resources are inadequate to cope with the emergency and that it is necessary to request that the Governor consolidate the current local emergency into his previously proclaimed statewide emergency of January 23, 2017 and February 10, 2017; and **Whereas**, Recovery efforts such as damage estimates and infrastructure repairs continue to be conducted;

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED, that the Supplemental Proclamation of Existence of a Local Emergency, as issued by the County Administrator on January 13, 2017, at 5:30 p.m., and continuing since that date due to the 2017 Winter Storm Double Crest and Four Peat Events, is hereby extended by the Board of Supervisors for another 30 days; and

IT IS REQUESTED that the Governor of the State of California sustain proclamation efforts (proclaim a Statewide Emergency, waive regulations that may hinder response and recovery efforts and make available California Disaster Assistance Act provisions for the Sonoma County Operational Area); and

IT IS FURTHER PROCLAIMED AND ORDERED that in order to provide relief to property owners affected by the winter storm events and to incentivize permitted work, the Board orders that County of Sonoma permit fees for repair work related to the 2017 Winter Storm Double Crest and Four Peat Events initiated by April 30, 2017, shall continue to be waived; 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 continue to 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 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 ORDERED 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.

Resolution #
Date: February 21, 2017
Page 3

Supervisors:

Gorin:	Rabbitt:	Gore:	Hopkins:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

So Ordered.



County of Sonoma
State of California

**PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY BY
COUNTY ADMINISTRATOR**

In the Matter of _____)
Proclaiming the Existence of)
a Local Emergency of flooding of the Russian River)

Whereas, Section 10.5, Chapter 10 of the Sonoma County Code, empowers the County Administrator to proclaim the existence of a local emergency when said county is affected or likely to be affected by a public calamity and the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors at the earliest practicable time; and

WHEREAS, said County Administrator does hereby find:

That conditions of extreme peril to the safety of persons and property have arisen within said County caused by the winter storm event starting on January 7, 2017, including the threat of flooding of the Russian River due to winter storms;


That the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency; and

NOW, THEREFORE, IT IS PROCLAIMED that a local emergency now exists through said county; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the County Administrator and the Emergency Organization of this County shall be those prescribed by State law and the ordinances, resolutions, and approved plans of the County of Sonoma in order to mitigate the effects of said local emergency; and

IT IS FURTHERED PROCLAIMED AND ORDERED that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of County of Sonoma, State of California.

SIGNED AND SUBSCRIBED at 3:30pm, this 8th day of January, 2017.



Sheryl Bratton,
County Administrator



OFFICE OF THE COUNTY ADMINISTRATOR

COUNTY OF SONOMA

575 ADMINISTRATION DRIVE – ROOM 104A
SANTA ROSA, CALIFORNIA 95403-2888
TELEPHONE (707) 565-2431
FAX (707) 565-3778

SHERYL BRATTON
COUNTY ADMINISTRATOR

CHRISTINA RIVERA
DEPUTY COUNTY ADMINISTRATOR

PETER RUMBLE
DEPUTY COUNTY ADMINISTRATOR

REBECCA WACHSBERG
DEPUTY COUNTY ADMINISTRATOR

January 17, 2017

Mark Ghilarducci, Director
California Governor's Office of Emergency Services
3650 Shriever Avenue
Mather, CA 95655

Director Ghilarducci,

The County of Sonoma has proclaimed a local emergency due to the damages sustained in the January Winter storms, beginning Saturday, January 7, 2017. A copy of the signed proclamation by the Director of Emergency Services was provided to the Coastal Region on Sunday, January 8. The Board of Supervisors ratified the proclamation on Tuesday, January 10. Since then, we have experienced significant damages to our road network and incurred substantial response costs.

I hereby request California Disaster Assistance Act funding on behalf of the County of Sonoma, to assist with losses and emergency repairs required to roadways and public infrastructure affecting the County, cities within the County, and special districts. The initial damage estimate is approximately \$8,160,000 and we continue to add estimates to our assessed total. A partial, Initial Damage Estimate reflecting this amount has been made available to Cal OES this afternoon through Cal EOC.

I approved a supplemental proclamation on Friday, January 13 asking for a Gubernatorial proclamation and waiving local permit fees for flood related repairs. However, it is our understanding that neither a request for the Governor's proclamation of a State of Emergency nor your Director's Concurrence was necessary in order to request CDAA funding.

Thank you for your continued support of Sonoma County and our efforts to recover from this storm event. Please feel free to contact me with any questions.

Very truly yours,

Sheryl Bratton
County Administrator



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Al Terrell – 565-1157
Peter Bruland – 565-3086

Supervisorial District(s):

All

Title: Fire Services Advisory Council Appointments

Recommended Actions:

- A) Adopt a resolution creating one new seat and one alternate seat on the Fire Services Advisory Council to be filled by representatives selected by the Sonoma County Volunteer Fire Company Association.
- B) Amend the bylaws of the Fire Service Advisory Council to include the additional seat.
- C) Appoint Mike Mickelson, Chief of Wilmar Volunteer Fire Company, as the member and Ed Stump, Board Member of Mountain Volunteer Fire Company as the alternate member for the Sonoma County Volunteer Fire Company Association seat.
- D) Appoint Fred Peterson, Board Member at Geyserville Fire Protection District, as the alternate member for Region 6.

Executive Summary:

On April 19, 2016, the Board of Supervisors created the Sonoma County Fire Services Advisory Council (Council) to advise the Board of Supervisors. As created, the Council includes seven seats selected by fire agencies in geographic regions that correspond with the seven dispatch zones and two at large seats selected by the Board of Supervisors. Each of these seats also has an alternate. On December 8, 2016, the Fire Services Advisory Council recommended that a tenth seat be added to be selected by the Sonoma County Volunteer Fire Companies Association (Association). The Association represents the 12 volunteer fire companies that provide service under contract in County Service Area 40 (CSA 40). The Association has met and nominated Mike Mickelson, Chief of Wilmar Volunteer Fire Company as the primary member and Ed Stump, Board Member of Mountain Volunteer Fire Company, as the alternate. In addition, when initial selection to the Council were made, Region 6 did not select an alternate member. At a public meeting in January, the Region's agencies selected Fred Peterson, a Board Member at Geyserville Fire Protection District, to be the alternate member. This item would approve the creation of one new seat and one alternate seat on the Council to represent Volunteer Fire Companies,

appoint Mike Mickelson as the member and Ed Stump as the alternate member for this seat, and appoint Fred Peterson as the alternate member from Region 6.

Discussion:

The County is currently engaged in a multi-year project to move toward a more effective, efficient, and sustainable fire services system in Sonoma County. On December 8, 2015, the Board received the interim report of the Fire Services Project. One of the recommendations was the creation of the Fire Services Advisory Council (Council) which was formed on April 19, 2016. The initial makeup of the council included nine members. Seven of the members were selected by agencies providing fire services in each of seven regions, including municipal fire departments, fire protection districts, and volunteer fire companies, which non-profits that contract with County Fire to provide service in areas of the county covered by County Service Area 40 (CSA 40). The remaining two members were at-large selections by the Board of Supervisors.

On December 8, 2016, representatives of the Sonoma County Volunteer Fire Companies Association (Association), which includes the volunteer fire companies, made a presentation to the Council, at which they requested the addition of a seat and an alternate seat to be chosen by the Association to represent the interests of the volunteer fire companies. While there are volunteer fire companies in all seven regions, they do not make up a majority in any one region (although they include half the agencies in one region). Because regional representatives felt themselves bound to act on behalf of their regions, this meant that even those representatives who hailed from volunteer fire companies felt that they could not represent the interests of the volunteer fire companies adequately. The Council agreed, and voted to support the addition of a new seat and new alternate seat on the Council for the volunteers.

The Association met and selected Mike Mickelson as their primary representative and Ed Stump as the alternate, should the Board choose to add the additional seat to the Council. Mike Mickelson currently serves as the alternate member from Region 9. If he is added as the Volunteer representative, he will be removed as the alternate for Region 9 and that Region will select a new alternate member at its next meeting.

In addition to this change to the Council, this item requests that Fred Peterson, a Board Member at Geyserville Fire Protection District, be added as the alternate Council member for Region 6. When Region 6 initially met to select a member in 2016, they did not select an alternate and the alternate position has remained vacant since. At their January 2017 regional meeting, they selected Fred Peterson to fill that vacancy.

Staff recommend that the Board, adopt a resolution to create a new seat on the Council, amend the bylaws of the Council to include this seat, and appoint Mike Mickelson as the primary member and Ed Stump as the alternate member for this seat. Staff also recommends that Fred Peterson be appointed as the alternate member for Region 6.

Prior Board Actions:

June 21, 2016 – Approved the bylaws of the Fire Services Advisory Council.

April 19, 2016 – Created the Fire Service Advisory Council and appointed initial members.

December 8, 2015 – Received the interim report on the Fire Services Project and give direction on recommendations of the Advisory Committee.

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

Ensuring the effective provision of fire services in County Service Area 40 provides for the safety of Sonoma County residents and visitors.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

There is no fiscal impact associated with this item.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Resolution
Amended Bylaws

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

--



County of Sonoma
State of California

Date: February 21, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Adding One Additional Seat And One Alternate Seat To The Fire Services Advisory Council**

Whereas, fire services is one of the core functions necessary for a safe, healthy and caring community; and

Whereas, on April 19, 2016 the Board of Supervisors created the Fire Services Advisory Council, consisting of nine members and nine alternates, to make recommendations on fire services with the aim of creating a more efficient, effective, and sustainable system of fire services in Sonoma County; and

Whereas, much of the territory covered by County Service Area 40 receives direct support from Volunteer Fire Companies who are organized in the Sonoma County Volunteer Fire Company Association; and

Whereas, on December 8, 2016 the Fire Service Advisory Council (“Council”) recommended the addition of one member and one alternate to be chosen by the Sonoma County Volunteer Fire Company Association to ensure that the interests and input of the Volunteer Fire Companies are represented on the Council.

Now, Therefore, Be It Resolved that the Board of Supervisors hereby adds one additional member and one alternate member to the Council with the following provisions:

1. The member and alternate shall be selected by the Sonoma County Volunteer Fire Company Association and appointed by the Board of Supervisors.
2. All other terms and conditions of these seats shall be the same as other seats on the Council, as defined in Resolution 16-0148 and in the bylaws of the Council.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Sonoma County Fire Services Advisory Council Bylaws

DESCRIPTION

The Sonoma County Fire Services Advisory Council has been created to provide recommendations and guidance to the Sonoma County Board of Supervisors in order to institutionalize the on-going effort to incentivize collaborations between fire agencies and use resources more effectively for fire service delivery.

The Advisory Council members are appointed by the Board of Supervisors based on nominations from the 7 Regions (based on the boundaries of the 7 current zones used in emergency dispatch) and two members selected directly by the Board of Supervisors.

The Advisory Council would exist to distribute new annual funding for incentivizing individual collaboration efforts as forwarded to the Council by the individual regions, distribute funding designed to support volunteer recruitment and retention efforts throughout the county, make recommendations and help coordinate shared services that are provided centrally at the County level for some or all agencies (e.g. fire prevention activities, training, pooled purchasing, and more as they are developed), and make recommendations to the Board of Supervisors on fire funding and fire issues going forward.

The following constitutes the Rules of Procedure of the Advisory Council:

MEMBERSHIP

I. Membership Qualification

The Council shall consist of 9-10 (~~nineteen~~) members appointed by the Sonoma County Board of Supervisors:

- a. One representative from Region 3.
- b. One representative from Region 4.
- c. One representative from Region 5.
- d. One representative from Region 6.
- e. One representative from Region 7.
- f. One representative from Region 8.
- g. One representative from Region 9.
- ~~g~~.h. One representative of the Sonoma County Volunteer Fire Companies Association.
- ~~h~~.i. Two representatives selected on a countywide basis.

II. Use of Alternates

One alternate may be designated for each membership position. Each alternate shall be selected in the same manner as the primary membership position. In the absence of a primary member at a Council meeting, that alternate holds voting power for that primary member as noted below.

In addition, alternates are invited to attend and participate in all meetings, whether the primary member is in attendance or not. While alternates can participate in the discussion of any item, only primary members (or alternates acting as primary members as stated above) shall be allowed to make motions, second motions and vote on items. Alternates can be selected to serve on Council sub-committees and ad-hoc committees.

III. Membership Terms

The terms of the initial Council members shall be split with five (5) members having two year terms, and four (4) members having one year terms. Determination of which members have two year terms and which members have one year terms will be drawn by straws at the initial meeting of the Council. The two At Large members will draw straws among each other to ensure that one of the seats is a two year term and that the other is a one year term.

Thereafter, all primary members shall serve two year terms. A primary member may only serve three consecutive two year terms. A primary member that has served three consecutive two year terms shall not be eligible for reappointment to the Council for two years after the end of their third term.

Terms of the Council shall begin on May 1 and end on April 30.

Terms of the alternate members will coincide with the primary member's term that they serve as alternate. Alternates shall also be subject to serving no more than three consecutive two year terms. However, an alternate that is selected as a primary member can then serve up to three consecutive two year terms as a primary member, regardless of how many terms were served as alternate.

IV. Membership Compensation

The members of the Advisory Council shall receive no compensation for their services.

V. Membership Vacancies

A position on the Advisory Council shall be considered vacant and the nominating Region is to be informed if the member dies or resigns.

Should a member conduct himself/herself in a manner grossly inappropriate to the position or absent himself/herself from two consecutive regular noticed meetings of the full Advisory Council without prior notification of a justifiable reason or without permission of the Chairperson, then the Council shall describe the facts and circumstances in its minutes and shall submit said minutes the Board of Supervisors for appropriate action.

OFFICERS

I. **Officers**

The officers of the Advisory Council shall consist of a Chairperson and Vice-chairperson. The Chairperson and Vice-chairperson shall be a member of the Council and be elected by the Council annually from its members at the first regular meeting of the calendar year. The officers shall serve for the calendar year of election.

In the absence of the Chairperson and Vice-chairperson, any Member may convene the meeting of the Council whose first act of business will be the election of a temporary chairperson from among its members.

II. **Office Vacancies**

In the event of an officer member vacancy prior to the end of the calendar year, the Chairperson shall open nominations and hold an election to fill the vacancy at the next scheduled meeting following the vacancy. Election to a vacant office seat shall be by a majority vote of the membership.

III. **Duties of Chairperson and Vice-Chairperson**

The Chairperson shall preside at the Council meetings; the Vice-chairperson shall function in the Chairperson's absence.

The Chairperson shall create committees as recommended by the Council. The charge of the committee and its duration shall be designated at the time of its creation. The Chairperson may create ad hoc committees as deemed appropriate to study and recommend action on specific topics.

The Chairperson shall make all committee appointments and shall appoint the chairperson for each committee.

MEETINGS

I. Regular Meetings

The Council shall meet monthly on the 2nd Thursday of the month at 10:00 a.m. The Council meeting dates will be set at the last meeting of the year for the next calendar year. Special meetings may be called by the Chairperson, subject to the provisions of the Brown Act.

All meetings of the Council will be open pursuant to the Brown Act with the exception of private or executive sessions permitted under the Government Code.

A majority of the appointed membership of the Council shall constitute a quorum.

II. Notification of Meetings

Notice of all regular meetings of the Advisory Council and an agenda of such meetings enumerating the items to be considered at the meeting shall be made available to each member at least 72 (seventy-two) hours prior to the regular meeting of the Council either electronically or by mail.

The agenda shall include the items of business to be transacted. Items for discussion may be added at each meeting. No action item shall be added to the agenda unless a statement is included setting forth the emergency condition that prevented the item from being listed on the regular agenda.

Notice of Council meetings, including the agenda, date and place of the meeting and the name, address, and telephone number to receive inquiries prior to this meeting shall be given at least 72 hours in advance of such meeting to any person who requests such notice in writing. A person may request and be provided notice for all meetings of the Advisory Council or may limit his request to notice for a specific meeting or meetings.

III. Public Documents

Documents which are public records and which are distributed prior to commencement of a public meeting shall be made available upon request prior to commencement of such meeting. If said material is distributed during a public meeting, it shall be made available for public inspection immediately, via electronic means, or as soon as is practicable.

IV. Voting

Each member entitled to vote shall be entitled to cast one vote for each matter submitted to a vote of the members. No member shall be permitted to vote by proxy, except in the absence of a primary member at a Council

meeting, a previously authorized alternate holds voting power for that primary member.

If a quorum is present, all questions shall be decided by a majority of those members present. Voting may not take place without a quorum present.

V. **Meeting Minutes**

Sonoma County Fire and Emergency Services staff shall cause to be taken action minutes which accurately reflect business conducted at Council meetings. Approved action minutes are a public record. Staff will also be responsible for providing notification of meetings to Council members and for making materials available for inspection as specified.

VI. **Conflict of Interest**

Council members must disqualify themselves from making or participating in the making of any decision when the member has a financial interest which may be affected materially by the decision. No member however, shall be required to disqualify himself with respect to any matter which could not legally be acted upon without his/her participation. If such is the case (i.e., tie-breaking vote), the member should declare in the minutes a potential conflict of interest and then discharge his duty as a member in casting a vote.

VII. **Guests**

Guests at Council meetings may be allowed to participate in the discussion at the discretion of the Chairperson of the Council subject to the provisions of the Brown Act. Guests addressing the Council should identify themselves by name and organization prior to speaking on an issue.

CODE OF PARLIAMENTARY PROCEDURE

Roberts Rules of Order shall prevail in all instances not covered by the above rules.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Deva Proto, 707-565-3246

Supervisorial District(s):

Title: Resolution Update for the County Historical Records Commission

Recommended Actions:

Adopt a Resolution rescinding Resolution No. 65011 and adopt an amended Resolution acknowledging the contributions of and updating the administrative procedures for the County Historical Records Commission

Executive Summary:

The Board of Supervisors established a County Historical Records Commission in 1979 to foster and promote the preservation of historical records. The administrative procedures established in 1979 have not been updated, and some of the original duties of the Historical Records Commission have been completed. This resolution seeks to rescind the previous resolution that established administrative procedures and adopt a new resolution to acknowledge the completed duties of the Commission and establish updated administrative policies.

Discussion:

The County Historical Records Commission was established by the Board of Supervisors Resolution No. 64618 in 1979. Resolution 65011 was adopted shortly thereafter to establish the administrative procedures for the implementation of resolution 64618. At this time, we are seeking to rescind resolution 65011 and adopt a new resolution in order to update administrated policies. The purpose of the Historical Records Commission as stated in Section 26490 of the Government Code is to foster and promote the preservation of historical records. The governing resolution of the Historical Records Commission has not been updated since 1979 and should be updated to reflect current technologies and duties of the Commission. As indicated in the by-laws, all meetings of the Commission are fully compliant with the provisions of the Brown Act.

Original duties of the Commission included conducting a feasibility study including the identification of significant information sources in the county, make recommendations for an archive and records management program, and the creation of an information network and support and assist the Sonoma

County Records Inventory Project so that all county records will be identified and inventoried. The Commission worked with the County in the 1980s to complete these duties.

Original duties of the County Historical Records Commission were:

1. Identify and encourage the preservation, conservation and use of additional governmental, business, professional and private records deemed historically significant.
2. Encourage historical and genealogical societies, professional associations, private researchers and students to participate in the detailed research involved in preserving historical records.
3. Promote the preservation, conservation and use of historical records through newspaper articles, television interviews, talks and slideshows to civic groups, preparation of pamphlets and posters, and the establishment of specialized advisory groups.
4. Establish and maintain liaison with the Sonoma County Landmarks Commission.
5. Seek outside funding for activities that promote the preservation, conservation and use of historical records.
6. Encourage historical records preservation, conservation and use by endorsing appropriate activities of historical societies, civic groups and commission, schools, etc.
7. Conduct such additional activities that foster and promote the preservation, conservation and use of historical records.

The proposed administrative changes to the procedures include updates to the Commission's ongoing duties and membership criteria. Being added to the ongoing duties is reviewing and making recommendations regarding the designation of archival status of records to the Board of Supervisors to approve the records retention policies developed by the County of Sonoma, in accordance with Administrative Policy 6-1, and including internet/social media and events and updated technologies as ways to promote the preservation, conservation and use of historical records. The membership criteria is being updated to include a Records Manager and/or Archivist, which is a professional trained in the creation, maintenance, disposition of records and/or permanent preservation and conservation of archival records. This new representation will be added to the current membership representation, which includes: county government, library services, academic professional historian, community history, genealogical research, and business and/or professions.

The benefit of updating the resolution is to accurately capture the current duties of the Historical Records Commission, as well as acknowledge the important contributions they have made to the County of Sonoma. The Historical Records Commission was involved with the founding of the County Records Management Program, the formation of County records retention schedules and a Records Inventory Project conducted by Sonoma State University in 1982. The Commission reviews the archival status designation of records on the County retention schedules to ensure that important historical information is not lost for future generations. They advocate for the preservation, conservation and usage of records that have historical significance to the County of Sonoma.

Prior Board Actions:			
12/4/79 Board adopted Resolution No. 65011 establishing administrative procedures for the implementation of the Historical Records Commission 9/25/79 Board adopted a Resolution of Intent No. 64618 on September 25, 1979 to establish a County Historical Records Commission			
Strategic Plan Alignment Goal 4: Civic Services and Engagement			
The Historical Records Commission serves to promote the preservation of historical records in Sonoma County and encourages historical and genealogical societies, professional associations, private researchers and students to participate in the detailed research involved in preserving historical records.			
Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There are no fiscal impacts associated with this item.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
Attachment 1: Resolution
Related Items "On File" with the Clerk of the Board:
By-Laws of the Historical Records Commission



County of Sonoma
State of California

Date: February 21, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Rescinding Resolution No. 65011 and Adopt an amended Resolution updating the
administrative procedures for the County Historical Records Commission.**

Whereas, the Board of Supervisors of the County of Sonoma adopted a Resolution of Intent No. 64618 on September 25, 1979 to establish a County Historical Records Commission; and

Whereas, the Board of Supervisors of the County of Sonoma adopted Resolution No. 65011 on December 4, 1979 establishing administrative procedures for the implementation of the Historical Records Commission; and

Whereas, it is now the desire of the Board that these administrative procedures be updated to acknowledge the contributions of the Historical Records Commission over the last 36 years and provide more accurate ongoing administrative procedures in the future.

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

- I. The Board rescinds Resolution 65011.
- II. The Board does hereby approve the following administrative procedures that shall be followed by the Sonoma County Historical Records Commission:

Establishment

The purpose of the County Historical Records Commission, as stated in Section 26490 of the California Government Code, is as follows: to foster and promote the preservation of historical records.

Original Duties of the County Historical Records Commission which have been successfully completed:

Resolution #

Date:

Page 2

1. Conduct a feasibility study including the identification of significant information sources in the county, recommendations for an archive and records management program, and the creation of an information network.
2. Support and assist the Sonoma County Records Inventory Project so that all county records will be identified and inventoried.

Ongoing Duties of the County Historical Records Commission are to:

1. Review and make recommendations to the Board of Supervisors to approve retention schedules developed by the County of Sonoma.
2. Identify and encourage the preservation, conservation and use of additional governmental, business, professional and private records deemed historically significant.
3. Encourage historical and genealogical societies, professional associations, private researchers and students to participate in the detailed research involved in preserving historical records.
4. Promote the preservation, conservation and use of historical records through newspaper articles, internet/social media, events, television interviews, presentations to civic groups, preparation of pamphlets and posters, and the establishment of specialized advisory groups.
5. Establish and maintain liaison with the Sonoma County Landmarks Commission.
6. Seek outside funding for activities that promote the preservation, conservation and use of historical records.
7. Encourage historical records preservation, conservation and use by endorsing appropriate activities of historical societies, civic groups and commission, schools, etc.
8. Conduct such additional activities that foster and promote the preservation, conservation and use of historical records. (E.g. research grants)

Membership

The Sonoma County Historical Records Commission shall consist of five voting members, drawn from the following areas: county government, library services, academic professional historian, community history, genealogical research, and business and/or professions.

The Board of Supervisors shall appoint all voting members. To ensure competent representation from each field, the following criteria shall be used:

1. County Government
 - The County Clerk or designee.
2. County Library
 - The County Librarian or designee.
3. Library Services
 - A professional librarian with demonstrable experience in archival

Resolution #

Date:

Page 3

and records management.

4. Academic Professional Historian
 - An academic professional historian affiliated with one of the accredited institutions of higher education in the county.
5. Community History
 - An active member of one of the established historical societies in the county who has had significant experience in researching and writing community history.
6. Genealogical Research
 - An active member of the Sonoma County Genealogical Society with significant experience in researching local genealogical records.
7. Business and/or Professions
 - A recognized, licensed or accredited professional from a field in which historical records are a significant concern of that business or profession.
8. Records Manager and/or Archivist
 - A professional trained in the creation, maintenance, disposition of records and/or permanent preservation and conservation of archival records.

Term of Appointment

All members appointed by the Board of Supervisors to the Historical Records Commission shall serve for a term of four years. A member may be reappointed by the Board. The terms of the five members of the Commission will be staggered so that the terms of three members will end the same year, unless renewed, and the terms of the remaining two members shall end two years later, unless renewed. All members serve at the pleasure of the Board of Supervisors.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 11

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

To: County of Sonoma Supervisors

Board Agenda Date: February 21, 2017

Vote Requirement: 4/5

Department or Agency Name(s): District Attorney

Staff Name and Phone Number:

Renate Amantite, 565-3150

Supervisorial District(s):

Title: District Attorney Cal OES Victim Witness Grant Renewal

Recommended Actions:

Adopt resolutions to continue participation in the Violence Against Women Victim Witness Assistance program:

A. Authorizing the District Attorney to sign a contract with the California Office of Emergency Services to continue participation in the program and accept \$521,089 in grant funding for the term July 1, 2016, to June 30, 2017;

B. Approving Budget adjustments in the amount of \$122,799 necessary to appropriate grant funding (4/5 vote).

Executive Summary:

Board approval and authorization is requested to allow the District Attorney to accept the State of California Office of Emergency Services: Violence Against Women Victim Witness Assistance program Grant Award of \$521,089 for FY16-17 to pay the salary and benefits of one Senior Victim Witness Advocate and two and half Victim Witness Advocate positions.

The adopted budget for FY 2016-17 includes \$398,290 of funding from this grant, but the actual award is \$122,790 more, so staff is requesting a Budget Adjustment resolution to appropriate these additional funds. The increase in available funds is a one-time offering and these funds are designated to help pay the first year salary and benefits of the new Senior Victim Witness Advocate position.

Discussion:

The purpose of this grant is to ensure advocacy is provided to a majority of adult and juvenile crime victims going through the criminal justice system and to do so as soon as possible after a crime has

occurred; to reach out and offer services to victims even if the decision is made to not pursue prosecution; to collaborate with law enforcement, community based organizations, and other victim service organizations to provide a comprehensive response to meeting the needs of crime victims in Sonoma County; and to provide community outreach and training to law enforcement, community based organizations, and the community at large on the services available to crime victims through the Sonoma County District Attorney's Victim Services Division.

The District Attorney's Office has participated in the Victim Witness Assistance Program annually since 1986, and receives an award amount based on available combined State and Federal pass-through funds. The Victim Witness Assistance grant helps Sonoma County meet the victim and witness service mandates under California Penal Code Section 13835 and this funding allows Sonoma County to provide comprehensive and optional services to crime victims and witnesses for all types of crimes, whether or not a suspect has been identified.

Victims often suffer emotional, mental and/or material losses. As a society it is imperative we help mend and restore these citizens to help prevent further harm to them, their families and their communities. The Victim Advocate positions paid for with the Victim Witness Grant funds provide important victim advocacy, help victims understand and navigate through the complex judicial process, help them make their voices heard throughout the prosecutorial process and at the end of the proceedings help victims write and gain courage to deliver victim impact statements, one of the greatest tools in helping victims mend. Advocates provide important referrals to agencies who can help victims depending on the situation and the nature of the crime. These referrals include assistance with housing and financial needs, restitution, counseling and medical services, legal assistance, translation and immigration services and much more.

Prior Board Actions:

The Board of Supervisors has granted approval to accept Cal OES Victim Witness Assistance grant funds since 1986, the date of the last three approvals was 9/1/15, 10/14/14 and 11/5/13

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

Funding from the Victim/Witness Assistance grant provide a long-standing collaborative approach to victim services in Sonoma County. Staff funded through this grant provide comprehensive mandatory and optional services to crime victims and witnesses for all types of crimes, whether or not the suspect has been identified.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	398,290	398,290	398,290
Additional Appropriation Requested	122,799		
Total Expenditures	521,089		

Funding Sources

General Fund/WA GF			
State/Federal	521,089	398,290	398,290
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	521,089	398,290	398,290

Narrative Explanation of Fiscal Impacts:

The current FY16-17 budget includes \$398,290 for the Cal OES Victim Witness grant program. The final grant approval is for \$521,089 resulting in the increase of \$122,799 of grant funding for the DA Victim Services budget (18010102). Resolution for the appropriation of the additional funding is included in this board item.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

There are no staffing changes from the prior fiscal year.

Attachments:

1. Resolution to accept California Office of Emergency Services (Cal OES) Victim/Witness Assistance grant award
2. Budget Adjustment Resolution
3. Award Document for the California Office of Emergency Services (Cal OES) Violence Against Women Vertical Prosecution grant

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

--



County of Sonoma
State of California

Date: February 21, 2017

Item Number: _____

Resolution Number: _____



Majority

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing County of Sonoma to Participate in the Victim/Witness Assistance Program, and Authorizing The District Attorney to Sign an Agreement with the California Office of Emergency Services (Cal OES), for FY 2016-17, in the Amount of \$521,089.

Whereas, the Sonoma County District Attorney desires to continue a certain project designated as the Victim Services Division, as the provider of comprehensive and emergency victim and witness services in Sonoma County; and

Whereas, Cal OES has allocated \$521,089 to the County of Sonoma for FY 16-17.

Now, Therefore, Be It Resolved, that the District Attorney of the County of Sonoma is authorized, on behalf of this body, to accept a grant for the Victim/Witness Assistance Program from Cal OES and is authorized to execute on behalf of the Sonoma County Board of Supervisors the Grant Award Agreement including any extensions of modifications thereof.

Be It Further Resolved that grant funds received hereunder shall not be used to supplant expenditures controlled by this body, and will hold Cal OES harmless from any claims that arise from the use of grant monies.

It Is Agreed, that any liability arising out of the performance of this Grant Award contract, including civil court actions for damages, shall be the responsibility of the grantee and the authorizing agency. The State of California and Cal OES disclaim responsibility for any such liability.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: February 21, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, authorizing budgetary adjustments to the 2016-17 budgets in the amount of \$122,799 from Cal OES Victim Witness Grant funding

Whereas, the Board of Supervisors has adopted a Final Budget for the County of Sonoma Operational Budgets; and

Whereas, the Government Code allows for adjustments to the Final Budget during the 2016 – 2017 Fiscal Year; and

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

The County Auditor-Controller is hereby authorized the appropriate additional revenue and expenses of \$122,799.

Budget Instructions

<u>Cal OES Victim Witness Program Grant</u>	<u>18010200 – DA Victim Services</u>
Revenue	
<u>42366</u> -State Office of Emergency Svs	\$122,799
Expense	
<u>50101</u> - Salary & Benefits	122,799

Supervisors:

Gore: Rabbitt: Gorin: Hopkins: Zane:
Ayes: Noes: Absent: Abstain:

So Ordered.



January 18, 2017

Michelle Carstensen, Victim Services Director
Sonoma County
600 Administration Drive, Room 212-J
Santa Rosa, CA 95403-2876

Subject: **NOTIFICATION OF APPLICATION APPROVAL**
Victim/Witness Assistance Program
Subaward #: VW16 35 0490, Cal OES ID: 097-00000

Dear Ms. Carstensen:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of \$521,089, subject to Budget approval. A copy of your approved subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt.

This subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on Cal OES website at www.caloes.ca.gov.

Any funds received in excess of current needs, approved amounts, or those found owed as a result of a close-out or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Should you have questions on your subaward please contact your Program Specialist.

VSPS Grants Processing

Enclosure

c: Subrecipient's file

Cal OES# 097-00000-16 FIPS# 097-00000 VS # _____ Subaward # VW16350490



CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES), makes a Grant Subaward of funds set forth to the following:

- 1. Subrecipient: County of Sonoma 1a. DUNS#: 627412885
- 2. Implementing Agency: District Attorney 2a. DUNS#: 627412885
- 3. Implementing Agency Address: 600 Administration Drive, Room 212-J Santa Rosa 65403-2876
Street City Zip+4
- 4. Location of Project: Santa Rosa Sonoma 65403-2876
City County Zip+4
- 5. Disaster/Program Title: Victim/Witness Assistance Program 6. Performance Period: 07/01/2016 to 06/30/2017
- 7. Indirect Cost Rate: N/A; 10% de minimis; Federally Approved ICR _____%

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2016	8. VOCA		\$ 111,450				\$ 0	\$ 111,450
2015	9. VOCA		\$ 265,252				\$ 0	\$ 265,252
2016	10. VWA0	\$ 144,387					\$ 0	\$ 144,387
Select	11. Select						\$ 0	\$ 0
Select	12. Select						\$ 0	\$ 0
TOTALS		\$ 144,387	\$ 376,702	\$ 521,089	\$ 0	\$ 0	\$ 0	12. G Total Project Cost: \$ 521,089

13. This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. Official Authorized to Sign for Subrecipient: Jill R. Ravitch 15. Federal Employer ID Number: 94-6000053

Name: Jill R. Ravitch Title: District Attorney

Telephone: 707-565-3098 (area code) FAX: 707-565-2653 (area code) Email: Jill.Ravitch@sonoma-county.org

Payment Mailing Address: 600 Administration Drive, Room 212-J City: Santa Rosa Zip+4: 95403-2876

Signature: [Signature] Date: 12-28-2016

[FOR Cal OES USE ONLY]

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

[Signature] 01/12/17 [Signature] 1/17/17
 Cal OES Fiscal Officer Date Cal OES Director (or designee) Date

Yr: 2016/17 / Chapter: 23/ PCA No: 18406 Yr: 2016/17 / Chapter: 23/ PCA No: 14250
 Item: 0690-102-0890 Component: 40.20.451 Item: 0690-101-0425 Component: 40.20.101
 FAIN #: 2016-VA-GX-0057 CFDA#: 16.575 FAIN #: N/A CFDA#: N/A
 Federal Award Dates: 10/01/15 - 09/30/19 Federal Award Dates: N/A
 Fund: Federal Trust Fund: Victim Witness Assistance
 Program: Victim/Witness Assistance Program Program: Victim/Witness Assistance Program
 Match Req.: 20%, C/IK based on TPC-Match met by VWA Funds Match Req.: None
 Project No.: 16VOCA Amount: \$ 111,450 Project No.: 16VWA0 Amount: \$ 144,387

Yr: 2016-17 / Chapter: 23/ PCA No: 18405
 Item: 0690-102-0890 Component: 40.20.451
 FAIN #: 2015-VA-GX-0058 CFDA#: 16.575
 Federal Award Dates: 10/01/14 - 09/30/18
 Fund: Federal Trust
 Program: Victim/Witness Assistance Program
 Match Req.: 20%, C/IK based on TPC-Match met by VWA Funds
 Project No.: 15VOCA Amount: \$ 265,252

MAIL LOG
618559

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION**

1. Cal OES Contact Information Section:

Governor's Office of Emergency Services
Mark S. Ghilarducci, Director
3650 Schriever Avenue
Mather, CA 95655
(916) 845-8506 phone • (916) 845-8511 fax

2. Federal Awarding Agency Section:

Fund Year	Federal Program Fund / CFDA #	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
2015	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$232,722,931	\$223,414,013
2016	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$264,297,285	\$253,725,394
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$

3. Project Description Section:

- Project Acronym (Please choose from drop down):
Victim/Witness Assistance Program (VW)
- Project Description (Please type the Project Description): Provides funding for comprehensive services to assist victims/witnesses of all types of violent crime pursuant to California Penal Code §13835.5 in each of California's 58 counties.

4. Research & Development Section:

- Is this Subaward a Research & Development grant? Yes No

PROJECT CONTACT INFORMATION

Subrecipient: County of Sonoma

Subaward #: VW16 35 0490

Provide the name, title, address, telephone number, and e-mail address for the project contacts named below. **NOTE: If you use a PO Box address, a street address is also required for package delivery and site visit purposes.**

1. The **Project Director** for the project:

Name: Michelle Carstensen Title: Victim Services Director

Telephone #: 707-565-2822 Fax#: 707-565-2653 Email Address: Michelle.Carstensen@sonoma-county.org

Address/City/Zip: 600 Administration Drive, Rm. 212-J, Santa Rosa, CA 95403-2876

* 2. The **Financial Officer** for the project:

Name: Cindy Williams Title: Administrative Services Officer

Telephone #: 707-565-2618 Fax#: 707-565-2653 Email Address: Cindy.Williams@sonoma-county.org

Address/City/Zip: 600 Administration Drive, Rm. 212-J, Santa Rosa, CA 95403-2876

3. The **person** having **Routine Programmatic** responsibility for the project:

Name: Michelle Carstensen Title: Victim Services Director

Telephone #: 707-565-2822 Fax#: 707-565-2653 Email Address: Michelle.Carstensen@sonoma-county.org

Address/City/Zip: 600 Administration Drive, Rm. 212-J, Santa Rosa, CA 95403-2876

4. The **person** having **Routine Fiscal Responsibility** for the project:

Name: Lisa Gebhart-Longhurst Title: Department Analyst

Telephone #: 707-565-2834 Fax#: 707-565-2653 Email Address: Lisa.Gebhart-Longhurst@sonoma-county.org

Address/City/Zip: 600 Administration Drive, Rm. 212-J, Santa Rosa, CA 95403-2876

5. The **Executive Director** of a Community Based Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Jill R. Ravitch Title: District Attorney

Telephone #: 707-565-3098 Fax#: 707-565-2653 Email Address: Jill.Ravitch@sonoma-county.org

Address/City/Zip: 600 Administration Drive, Rm. 212-J, Santa Rosa, CA 95403-2876

6. The **Official Designated** by the Governing Board to enter into the Grant Subaward for the City/County or Community-Based Organization, as stated in Section 14 of the Grant Subaward Face Sheet:

Name: Jill R. Ravitch Title: District Attorney

Telephone #: 707-565-3098 Fax#: 707-565-2653 Email Address: Jill.Ravitch@sonoma-county.org

Address/City/Zip: 600 Administration Drive, Rm. 212-J, Santa Rosa, CA 95403-2876

7. The **chair** of the **Governing Body** of the subrecipient:

Name: Efren Carrillo Title: Chair, Board of Supervisors

Telephone #: 707-565-2421 Fax#: _____ Email Address: Efren.Carrillo@sonoma-county.org

Address/City/Zip: 575 Administration Drive, Rm. 100A, Santa Rosa, CA 95403-2876

SIGNATURE AUTHORIZATION

Subaward #: VW16 350490

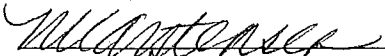
Subrecipient: County of Sonoma

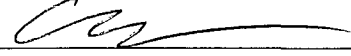
Implementing Agency: Office of the District Attorney

*The **Project Director** and **Financial Officer** are **REQUIRED** to sign this form.

***Project Director:** Michelle Carstensen

***Financial Officer:** Cindy Williams

Signature: 

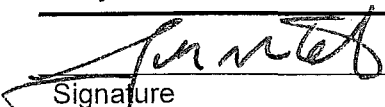
Signature: 

Date: 8-25-16

Date: 8/25/16

The following persons are authorized to sign for the
Project Director

The following persons are authorized to sign for the
Financial Officer



Signature

Jill R. Ravitch

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

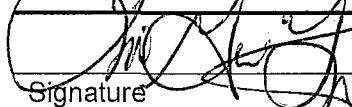
Print Name

Signature

Print Name

Signature

Print Name



Signature

Lisa Gebhart-Longhurst

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

CERTIFICATION OF ASSURANCE OF COMPLIANCE
Victims of Crime Act (VOCA) Fund

I, Jill R. Ravitch hereby certify that
(official authorized to sign Subaward; same person as Section 14 on Subaward Face Sheet)

SUBRECIPIENT: County of Sonoma

IMPLEMENTING AGENCY: Office of the District Attorney

PROJECT TITLE: Sonoma County Victim Witness Assistance Program

is responsible for reviewing the *Subrecipient Handbook* and adhering to all of the Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

I. Federal Grant Funds

Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Subrecipient Handbook for more detail.

The above named Subrecipient receives \$750,000 or more in federal grant funds annually.

The above named Subrecipient does not receive \$750,000 or more in federal grant funds annually.

II. Equal Employment Opportunity – (*Subrecipient Handbook Section 2151*)

It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, sex, sexual orientation, denial of family medical care leave, denial of pregnancy disability leave, or age (over 40). **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: Victoria Willard

Title: EEOADA Manager

Address: 575 Administration Drive, Room 116B, Santa Rosa CA 95403

Phone: 707-565-2955

Email: Victoria.Willard@sonoma-county.org

III. Drug-Free Workplace Act of 1990 – (*Subrecipient Handbook, Section 2152*)

The State of California requires that every person or organization subawarded a grant or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – (*Subrecipient Handbook, Section 2153*)

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all Cal OES funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

V. Lobbying – (*Subrecipient Handbook Section 2154*)

Cal OES grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – (*Subrecipient Handbook Section 2155*)
(*This applies to federally funded grants only.*)

Cal OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

VII. Proof of Authority from City Council/Governing Board

The above-named organization (Applicant) accepts responsibility for and will comply with the requirement to obtain a signed resolution from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Subaward, including civil court actions for damages, shall be the responsibility of the grant Subrecipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the city council/governing board.

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

VIII. Civil Rights Compliance

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

IX. Special Condition for Grant Subaward with Victims of Crime Act (VOCA) Funds

- **Computer Network Requirement:** The recipient understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- **Prohibit use of funds for ACORN and its subsidiaries:** Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- **Text Messaging Policy:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- **Nondiscrimination in programs involving students:** The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
- **Registration with the System for Award Management and Universal Identifier Requirements:** The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural

person (i.e., unrelated to any business or nonprofit organization that he or she may own or operate in his or her name).

- VA OCFO Access: The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.
- Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct: The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail: Office of the Inspector General, U.S. Department of Justice Investigations Division, 950 Pennsylvania Avenue, N.W., Room 4706, Washington, DC 20530; email: oig.hotline@usdoj.gov; hotline: (contact information in English and Spanish): 800-869-4499; or hotline fax: 202-616-9881. Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

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

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Subaward [Section 14 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature:  ✓

Authorized Official's Typed Name: Jill R. Ravitch

Authorized Official's Title: District Attorney

Date Executed: 6-2-16

Federal Employer ID #: 94-60000639 Federal DUNS # 62-741-2885

Current Central Contractor Registration Expiration Date: ~~11/25/2016~~ 10/25/2017 SH

Executed in the City/County of: Sonoma

AUTHORIZED BY: *(not applicable to State agencies)*

- | | |
|---|--|
| <input type="checkbox"/> City Financial Officer | <input type="checkbox"/> County Financial Officer |
| <input type="checkbox"/> City Manager | <input checked="" type="checkbox"/> County Manager |
| <input type="checkbox"/> Governing Board Chair | |

Signature: 

Typed Name: Veronica A. Ferguson

Title: County Administrator

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: Sonoma County			VW46340490- VW16 35 0490			
A. Personal Services – Salaries/Employee Benefits	VOCA 16	VOCA 16 State Match (VWAO Funds)	VOCA 15	VOCA 15 Match (VWAO Funds)	VWA016 Add funds after meeting re: match	COST
Senior Victim Witness Advocate						
1.0 FTE 100.00%						
<u>Earnings</u> Rate per FTE Cost						
Annual 67,505.00 67,505	\$67,505					\$67,505
<u>Benefits</u> 100.00%						
Retirement 33,217 61.1%						
FICA 4,399 8.1%						
Health 12,689 23.4%						
Disability 858 1.6%						
Dental 1,377 2.5%						
Life 242 0.4%						
Vision 210 0.4%						
Unempl. 77 0.1%						
W. Comp 1,271 2.3%						
Total \$54,340 \$54,346	\$43,945	\$10,401				\$54,346
Victim Witness Advocates						
<u>Earnings</u> Rate per FTE Cost						
Annual \$65,229 \$228,302			\$228,302			\$228,302
<u>Benefits</u> Rate per FTE 340.00%						
3.65 @ 1.0 FTE						
Retirement 29,189 59.3%						
FICA 4,399 8.9%						
Health 12,073 24.5%						
Disability 858 1.7%						
Dental 1,181 2.4%						
Work Com 1,271 2.6%						
Vision 210 0.4%						
Unempl. 77 0.2%						
Total \$49,258 \$167,477		\$17,462	\$36,950	\$62,854	\$50,211	\$167,477
Personal Section Totals	\$111,450	\$27,863	\$265,252	\$62,854	\$50,211	\$517,630
PERSONAL SECTION TOTAL						

140,928

TMC

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: Sonoma County		Subaward #: VW16340490 VW16 35 0490																																												
	<u>VOCA 16</u>	<u>VOCA 16</u> <u>State</u> <u>Match</u> (VWAO Funds)	<u>VOCA 15</u>	<u>VOCA 15</u> <u>State</u> <u>Match</u> (VWAO Funds)	<u>VWA016</u> <u>Add Funds</u> <u>after red'd</u> match	COST																																								
B. Operating Expenses																																														
Training and Travel:																																														
<u>One Day VWA Training:</u>																																														
1. Facility Rental Fee \$650																																														
2. Audio/Visual Equipment Rental \$116																																														
 <u>Regional Trainings:</u>																																														
3 staff to attend regional trainings:																																														
				\$766		\$766																																								
				\$2,693		\$2,693																																								
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>VWA</th> <th>Director</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Training Type</td> <td>Beginning VWA Training</td> <td>Coordinator Training</td> <td></td> </tr> <tr> <td># Attending</td> <td align="center">2</td> <td align="center">1</td> <td align="center">3</td> </tr> <tr> <td># of Days</td> <td align="center">5</td> <td align="center">3</td> <td align="center">8</td> </tr> <tr> <td>Mileage – 200 Miles each roundtrip</td> <td align="center">400</td> <td align="center">200</td> <td align="center">600</td> </tr> <tr> <td>Mileage cost - .54 per mile</td> <td align="center">\$216</td> <td align="center">\$108</td> <td align="center">\$324</td> </tr> <tr> <td>Hotel - \$109 per night</td> <td align="center">\$1090</td> <td align="center">\$327</td> <td align="center">\$1417</td> </tr> <tr> <td>Per Diem (\$64 per day)</td> <td align="center">\$640</td> <td align="center">\$192</td> <td align="center">\$832</td> </tr> <tr> <td>Parking (\$40 per person)</td> <td align="center">\$80</td> <td align="center">\$40</td> <td align="center">\$120</td> </tr> <tr> <td>Total</td> <td align="center">\$2026</td> <td align="center">\$667</td> <td align="center">\$2693.00</td> </tr> </tbody> </table>								VWA	Director	Total	Training Type	Beginning VWA Training	Coordinator Training		# Attending	2	1	3	# of Days	5	3	8	Mileage – 200 Miles each roundtrip	400	200	600	Mileage cost - .54 per mile	\$216	\$108	\$324	Hotel - \$109 per night	\$1090	\$327	\$1417	Per Diem (\$64 per day)	\$640	\$192	\$832	Parking (\$40 per person)	\$80	\$40	\$120	Total	\$2026	\$667	\$2693.00
	VWA	Director	Total																																											
Training Type	Beginning VWA Training	Coordinator Training																																												
# Attending	2	1	3																																											
# of Days	5	3	8																																											
Mileage – 200 Miles each roundtrip	400	200	600																																											
Mileage cost - .54 per mile	\$216	\$108	\$324																																											
Hotel - \$109 per night	\$1090	\$327	\$1417																																											
Per Diem (\$64 per day)	\$640	\$192	\$832																																											
Parking (\$40 per person)	\$80	\$40	\$120																																											
Total	\$2026	\$667	\$2693.00																																											
Operating Section Totals		\$0	\$0	\$0	\$3,459	0	\$3,459																																							
OPERATING SECTION TOTAL																																														

3459
\$7173
me

VSPS Budget Summary Report

VW16 Victim/Witness Assistance Program

Sonoma County

Victim/Witness Assistance Program

Subaward #: VW16 35 0490

Performance Period: 07/01/16 - 06/30/17

Latest Request: , Not Final 201

A. Personal Services - Salaries/Employee Benefits

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	15VOCA	265,252	0	265,252	0	265,252
F	16VOCA	111,450	0	111,450	0	111,450
S	16VWA0	140,928	0	140,928	0	140,928
Total A. Personal Services - Salaries/Employee Benefits:		517,630	0	517,630	0	517,630

B. Operating Expenses

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	15VOCA	0	0	0	0	0
F	16VOCA	0	0	0	0	0
S	16VWA0	3,459	0	3,459	0	3,459
Total B. Operating Expenses:		3,459	0	3,459	0	3,459

C. Equipment

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	15VOCA	0	0	0	0	0
F	16VOCA	0	0	0	0	0
S	16VWA0	0	0	0	0	0
Total C. Equipment:		0	0	0	0	0

	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
Total Local Match:	0	0	0	0	0
Total Funded:	521,089	0	521,089	0	521,089
Total Project Cost:	521,089	0	521,089	0	521,089

F/S/L (Funding Types): F=Federal, S=State, L=Local Match

Paid/Expended=posted in ledger w/Claim Schedule. Pending=Processed. but not vet in Claim Schedule

01/18/17

Budget Narrative

The Sonoma County District Attorney's Victim Assistance Program budget for the FY 2016/2017 allocates almost all of the funding to provide staffing for this program. A small portion is allocated to the expected trainings required by Cal OES. ~~As agreed with OES in June 2016, we will be rolling \$766 over from FY15-16 to cover a one day Victim Witness Advocate team training.~~ SH.

The positions funded by this grant include the following:

Senior Victim Witness Advocate –One Senior Victim Advocate has been added to Sonoma County's Victim Services Unit. This position is the advanced level of the Victim Witness job classification. This position maintains a full caseload, handling the most complex cases, provide lead level guidance and direction to other Victim Witness Advocates as well as serving as the on-call Advocate of the Day for phone calls and walk-in clients and helps assign cases to staff. This role is being OES grant funded:

1.0 FTE @ \$67,505 per 1.0 FTE salary = \$67,505

1.0 FTE @ \$54340 per 1.0 FTE benefits = \$54,340

Minimum qualifications Any combination of training and experience that would provide the required knowledge and abilities. Normally, this would include significant coursework in sociology, psychology, counseling, social work, criminology, or a closely related field; and three years' experience providing advocacy services to victims of crime equivalent to the level of a Victim Witness Advocate.

Victim Witness Advocates The grant funds salary and benefits for 3 Victim Advocates plus 65% of a 4th Victim Advocate, each designated as “generalist” advocates and not assigned to a specific advocacy assignment. There are eight Advocates that comprise Sonoma County’s Victim Services advocacy unit and they spend all their time on the Victim Advocacy and outreach. Three of the Advocates at any given time specialize in Domestic Violence Advocacy and four are assigned to the full spectrum of cases (“generalist”).

3.5 FTE @ \$65,229 per 1.0 FTE salary = \$228,302

3.4 FTE @ \$49,258 per 1.0 FTE benefits = \$167,477

Minimum qualifications: Education – Any combination of training and experience that would provide the opportunity to acquire the knowledge and abilities listed. Normally significant coursework in sociology, psychology, counseling, social work, criminology, or a closely related field would provide such opportunity.

Experience: Experience would provide an opportunity to acquire the knowledge and abilities listed: Normally two years of responsible public contact experience involving law enforcement, supportive counseling, or similar work in a public or private agency that provided knowledge of community social service resources.

Success of the Victim Services Program requires a knowledgeable and skilled Victim Advocate team. Grant funds in the amount of \$3,459 will make possible important training opportunities for staff:

Regional Trainings – Seven staff are in need of training and we are requesting funding this grant year for two advocates for the five day beginner training scheduled December 5-9, 2016 for a cost of \$2,026 and our new Victim Services Director to attend the

Subrecipient: County of Sonoma

Subaward #: VW16340400-3 16350490

coordinator training set for May 17-19, 2017 for a cost of \$667. We plan to have the other 4 other staff needing training to attend during the next grant year.

One-Day Off-Site Team Training - The Director is planning a one-day training for the entire VWA team with OES grant funds helping pay for the facility rental fee of \$650 and the audio/visual equipment rental of \$116. Total grant costs to support this one day training is \$766.

Project Narrative

PROBLEM STATEMENT

Sonoma County, located on the northern coast of the U.S. state of California, is the largest (in area – 1,768 square miles) and northernmost of the nine San Francisco Bay Area counties. It comprises nearly 1,600 square miles of land and water, including miles of vineyards and 44 regional parks. The estimated 2015 Census population was 502,146. The County’s largest city and county seat is Santa Rosa with a 2015 population of 167,815 persons. Sonoma County is considered a rural/urban county with a significant number of unincorporated and geographically isolated areas; although most of the population is clustered within the incorporated cities and along the Highway 101 Corridor, a large percentage of the population lives scattered throughout the County.

The Sonoma County DA receives approximately 18,000 – 20,000 complaints annually. The table below summarizes the selected categories of complaints filed from April 1, 2015 to March 31, 2016:

Sonoma County DA: Selected Complaints April 1, 2016 – March 31, 2016

Sonoma County DA: Selected Complaints	
Alcohol	1,349
Domestic Violence	2,005
Drug	4,283
DUI	2,896
Elder Abuse	35
Gang	392
Homicide/ Vehicular Homicide	28
Property	3,144
Rape	94
Sexual Assault and Child Abuse	64

Noteworthy is the increase in Gang crimes reported in Sonoma County over the past few years from 199 in 2013 to 392 for the reporting period listed above. Likewise, a significant

increase is also seen in crimes involving domestic violence from 1,770 in 2013 to 2,005 for the reporting period listed.

Overall, the crime rate in Sonoma County is relatively low. Comparing the 2014 violent and property crime rates for Sonoma County to the United States, our local rates were considerably lower than the national average. The United States violent crime rate was 202.6, while the rate for Sonoma County was 162.8. For the same year, the property crime rate in the United States was 232.8, and the rate for Sonoma County was 130.3.

In the 2013-2014 program/fiscal year, the Victim Services Division provided services to 3,200 new victims. In the 2014-2015 program fiscal year, 3,384 new victims were served, an increase of nearly 6% from the prior year. In the first three quarters of 2015 – 2016 (July 1, 2015 – March 31, 2016) we served 2,589 new victims. We anticipate serving a total of 3,400 victims for the year ending June 30, 2016.

Victim Services has been a division of the Sonoma County District Attorney's Office since 2002, and is headquartered at the Sonoma County Hall of Justice. The Division is comprised of three units – Advocacy, Victim Compensation, and Restitution. The victim advocates provide mandatory services pursuant to Penal Code Section 13835 to victims of violent crime. We maintain a list of priority penal/crime codes for assignment of cases to advocates, representing the most violent and damaging crimes. Pursuant to Marsy's Law, however, any victim who requests services (regardless of the type of crime) is served, including cases when there is no identified suspect. Services to victims include, but are not limited to, crisis intervention, direct counseling/therapy, and orientation to the criminal justice system. Advocates also assist victims with court escort and accompaniment, and assistance with preparing applications for the Victim Compensation Program as well as Victim Impact Statements for sentencing. The Victim Services Division has served a fairly consistent number of victims seeking help over the past few years and it is expected that approximately 3,400 victims will be served in the current fiscal year ending June 30, 2016.

The Family Justice Center Sonoma County (FJCSC) has been in operation for nearly five years, since October 2011. The FJCSC serves victims of family violence, including domestic violence, sexual assault, elder abuse, and child abuse. Three of the Victim Services Division's advocates work on site at the FJCSC. One serves clients under our VAWA grant, and two focus on serving elder victims of crime. All three work with co-located local law enforcement partners and community based nonprofit service agencies to provide wraparound services exemplified by the Family Justice Center model. Advocates based at the Hall of Justice also meet with victims at the FJCSC and interact with the partners at the FJCSC as appropriate.

The Victim Services Division currently employs four staff members who are Bilingual. These three advocates and one legal processor are fluent in English and Spanish. The program utilizes a translation service to provide assistance to clients with other primary languages. Staff is trained in using the TTY system to communicate with hearing impaired clients and various technologies are available at the Family Justice Center to assist these clients. Written materials in large print are available for the visually impaired.

Victim advocates will continue to attend meetings and trainings in the community and conduct field visits when clients are unable to transport themselves to the Victim Services Division, the Family Justice Center, or court.

PLAN AND IMPLEMENTATION

The Victim Services Division is fully incorporated into the District Attorney's Office. Eight victim witness advocate positions are currently budgeted to support the Division. One advocate position was added two years ago through a partnership with the County's Human Services Department. Through a Memorandum of Understanding, they support the cost of one victim advocate who focuses on cases involving physical and financial elder abuse. We are grateful for their continued support and partnership.

With advocates, deputy district attorneys, and district attorney investigators stationed at both the District Attorney’s main office and the Family Justice Center, face-to-face contact and communication between them continues to increase and strengthen. Copies of qualifying crime reports are received by the Victim Services Division from all of the local law enforcement agencies and Child Protective Services. Reports are entered into the database and assigned to advocates. The designated “Advocate of the Day” is responsible for walk-in and call-in intake. It is our practice, to the extent possible, to contact new victims within 24 hours of receiving crime reports. Outreach letters are sent to all victims. Included with the outreach letter is a copy of the Victim Services Division brochure that outlines services available and also includes Marsy’s Law. Both the Spanish and English versions of our brochure are available on our website (and are ADA compliant).

Staff and volunteers continue to contact crime victims and respond with full service advocacy to assist them in recovering from the effects of crime and to provide support throughout the criminal justice process. The Victims’ Bill of Rights (Marsy’s Law) is also attached to each complaint form. Additionally, the Sonoma County District Attorney’s website includes a Criminal Case Lookup – a web based tool allowing victims and witnesses of a crime to obtain information about defendants in a criminal case and their upcoming court dates. (http://da.sonomacounty.org/victim_witness_court_information.aspx?sid=1023).

An updated victim services database system was implemented in Fiscal Year 2012 – 2013 that integrated case management and reporting functions. This database provided increased efficiencies that allowed advocates to focus more of their time and attention on direct services. In March 2015, our entire office transitioned to a new case management system – Prosecutor by Karpel (PBK). There has been a learning curve transitioning to this new system, but its utility and efficiencies are very promising. The trend toward paperless systems and the ease of sharing information among the District Attorney Office staff have been positive

Subrecipient: County of Sonoma

Subaward #: VW16 350490

outcomes of this new case management system. The Victim Services section of the system that includes case notes is accessible only by Victim Services Division staff.

We are thrilled to have brought on a Courthouse/Comfort Dog named Miranda. She is a 20 month old black Labrador. We partnered with PALS (Paws as Loving Support), a local nonprofit agency to develop this program and identify Miranda as the right dog for the prosecution/courthouse setting. Miranda has already brought significant support and calm to victims of crime in the District Attorney's Office and courthouse. We consider here an extension of our victim advocate staff, brining direct services to victims.

The Victim Services Division partners and cross-trains with other agencies such as the Redwood Children's Center (a forensic child interview center), the YWCA of Sonoma County's domestic violence program and shelter agency, the Sexual Assault Response Team, the Family Violence Prevention Council, and Verity (rape/sexual assault and trauma service agency). These connections and partnerships enhance the program's ability to provide the most comprehensive services to crime victims in Sonoma County.

Further, as of May 31, 2016, during fiscal year 2015 – 2016, the Victim Services Division provided nine trainings and outreach/presentations to 486 individuals. These various outreach activities included an overview of services available to victims of crime and how we help victims navigate the criminal justice process. Among the organizations trained were local law enforcement agencies, police academy recruits, Verity crisis line volunteers, YWCA volunteers, and hosting an information table at the Latino Health Forum.

We celebrated National Crime Victims' Rights Week (NCVRW) in April 2016. There was a proclamation and gold resolution before the Sonoma County Board of Supervisors on April 12, 2016. Proclamations were also presented at all city councils within the county to raise social awareness about victims of crime. We were pleased to engage in multiple media opportunities to discuss NCRVW and our services. We were interviewed on two radio shows and had an article in our local newspaper, *The Santa Rosa Press Democrat*.

The Victim Services Division continues to provide community outreach/education presentations with a focus on under-served populations – particularly the Hispanic and elderly/disabled populations. We participated in several community events during the past year including the Latino Health Forum, two interviews on a local Hispanic radio, and an interview of one of bilingual advocates on a Spanish TV station called *Univision*. Through our Elder Protection Unit and partnership on the Elder Protection Work Group, there were multiple presentations to community groups regarding elder abuse prevention. We will continue our focus on outreach efforts to inform and educate the broader community regarding victim services.

The project utilizes volunteers and interns to assist with client contact, data entry, and special projects. Volunteers typically come to the DA's office via our website or through the Sonoma County Human Resources Department. Some citizens also express interest in volunteering during outreach events and presentations. While we highly value volunteers, a challenge we experience is the time and training necessary to train them, particularly during times of staffing transitions. It is also important to us that our volunteers/interns have a meaningful experience while working with us, so we make the effort to be sure they are satisfied with their experience with us. Volunteers and interns track their time on a monthly basis noting the date, time in, time out, and total hours worked. All volunteers and interns must pass a background check, attend a program and procedure review, and an overview of the services offered by the Division. After completing their formal training, they partner with experienced victim advocates for additional practical training and experience. Volunteers and interns are also encouraged to attend Superior Court proceedings to get a glimpse of the criminal justice system as it works to hold offenders accountable.

We were thrilled with our most recent intern – a University of Nevada, Reno, student studying criminal justice. She was of enormous assistance to the Division working on various tasks and projects from June to August 2015. She was also able to shadow one of our

Subrecipient: County of Sonoma

Subaward #: VW16 350490

advocates assigned to a high profile murder trial and interact with the surviving family members during court proceedings. We congratulated her on her recent graduation in May 2016 with a degree in Criminal Justice. She hopes to have a career in criminal justice and someday be a Victim Advocate.

The Victim Services Division continues to enjoy great working relationships with other county departments, community based non-profit partners, and law enforcement agencies. Operational Agreements dated July 1, 2016 through June 30, 2018 are being executed with 20 partners, including 13 law enforcement agencies and seven community based organizations such as Verity, YWCA, and Council on Aging.

After Hours/Emergency Contact: Victim Services Director, Gloria Eurotas, 707-888-3439.

PROJECT SUMMARY

1. Subaward #: <u>VW16340490 16 35 0490</u>		3. PERFORMANCE PERIOD			
2. PROJECT TITLE <u>Sonoma County Victim Assistance Program</u>		<u>7/1/2016</u> to <u>6/30/2017</u>			
4. SUBRECIPIENT		5. GRANT AMOUNT (this is the same amount as 12G of the Grant Subaward Face Sheet)			
Name:	<u>Sonoma County</u>	Phone:	<u>707-565-3098</u>		
Address:	<u>600 Administration Dr. Rm 212-J</u>	Fax #:	<u>707-565-2085</u>		
City:	<u>Santa Rosa</u>	Zip:	<u>95403</u>		
6. IMPLEMENTING AGENCY					
Name:	<u>District Attorney, Sonoma County</u>	Phone:	<u>707-565-3098</u>	Fax #:	<u>707-565-2085</u>
Address:	<u>600 Administration Dr. 212-J</u>	City:	<u>Santa Rosa</u>	Zip:	<u>95403</u>
7. PROGRAM DESCRIPTION					
<p>the Victim Services Division of the Sonoma County District Attorney's Office provides a full range of services to all victims of violent crime. The Division includes three units - Advocacy, Victim Compensation, and Restitution. The Advocate staff provide mandated and optional services to victims of crime. These include, but are not limited to, crisis intervention, resources and referral, and emergency assistance. Additionally, victim advocates provide assistance throughout the criminal justice process including court accompaniment, criminal justice system orientation, court updates, aid in applying for Victim Compensation, and preparing victim impact statements</p>					
8. PROBLEM STATEMENT					
<p>Sonoma county ranges from very small coastal rural communities to the increasingly urban city of Santa Rosa where the majority of the population resides. The shift from a somewhat rural community to an urban community has presented additional challenges in addressing crimetrends in our County. While Sonoma County has experienced a slight decrease in violent crime, we have seen an increase in human trafficking and gang related crimes, and domestic violence remains the largest crime type served. The Victim Services Division serves more than 3,000 crime victims per year (3,200 in FY 13-14 and 3,384 in FY 14-15, and on target to serve 3,400 in FY 15-16). All victims of violent crime are entitled to and deserving of the services we offer, even when there is an unknown suspect or lack of prosecution.</p>					
9. OBJECTIVES					
<ul style="list-style-type: none">-Continue to partner and cross train with allied agencies-Continue to provide community outreach/education presentations focused on reaching under-served populations-Maintain and/or increase number of bilingual and bi-cultural Spanish speaking staff-Continue to contact crime victims of respond with full service advocacy to support victims and their families-Continue to expand use of the Family Justice Center Sonoma County and it's collaborative partners to better serve victims of family violence- Provide excellent and comprehensive mandatory/optional services to victims of violent crime, including access to the Victim Compensation Program and Restitution.					

10. ACTIVITIES

- Contact all victims referred to the Victim Services Division (VSD), or respond to the victims requesting services, through outreach by letter and phone to offer services and inform them of their rights
- Enter all victims and services provided in the Karpel case management system
- Provide training and our programs and services to law enforcement, community based organizations and private groups
- Staff information booths at community events with victim rights information, brochures, and VSD services
- Continue to refine our new courthouse/comfort dog program for the DA's office - "Miranda" the black lab
- Continue efforts to recruit bilingual staff and volunteers/interns.

11. EVALUATION (if applicable)

the Project Coordinator is always reviewing work and staffing cases with Advocates as appropriate, including tracking outreach and numbers of victim compensation applications filed or reasons they are not filed. We also stay in regular communication with Cal OES grant staff when questions or needs arise.

12. NUMBER OF CLIENTS

(if applicable)
Approximately 3,400

13. PROJECT BUDGET

(these are the same amounts as on Budget Pages)

	Personal Services	Operating Expenses	Equipment	TOTAL
Senior Victim Advocate \$67,505 salary @ 1.0 FTE	\$67,505			\$67,505
\$55,314 benefits @ 1.0 FTE	\$54,346			\$54,346
Victim Witness Advocates \$260,916 salary @ 3.65 FTE	\$228,302			\$228,302
\$168,744 benefits @ 3.65 FTE	\$167,477			\$167,477
Training and Travel - Regional Trainings, 7 staff		\$2,693		\$2,693
		\$766		\$766
Totals:	\$517,630	\$3,459	\$0	\$521,089

DISTRICT ATTORNEY'S OFFICE—VICTIM SERVICES DIVISION

Operational Agreements (OA) Summary Form

	List of Agencies/Organizations/Individuals	Date OA Signed	Dates of OA	
			From	To
1.	California Highway Patrol	5/26/16	7/1/16	6/30/18
2.	Cloverdale Police Department	5/25/16	7/1/16	6/30/18
3.	Cotati Police Department	5/25/16	7/1/16	6/30/18
4.	Healdsburg Police Department	5/26/16	7/1/16	6/30/18
5.	Petaluma Police Department		7/1/16	6/30/18
6.	Rohnert Park DPS		7/1/16	6/30/18
7.	Santa Rosa J. C. Police Department	5/27/16	7/1/16	6/30/18
8.	Santa Rosa Police Department		7/1/16	6/30/18
9.	Sebastopol Police Department	5/26/16	7/1/16	6/30/18
10.	Sonoma County Sheriff's Office	5/25/16	7/1/16	6/30/18
11.	Sonoma Police Department	5/25/16	7/1/16	6/30/18
12.	Sonoma State University Police Svcs		7/1/16	6/30/18
13.	Windsor Police Department	5/26/16	7/1/16	6/30/18
14.	California Parenting Institute		7/1/16	6/30/18
15.	Catholic Charities Santa Rosa	5/31/16	7/1/16	6/30/18
16.	Council on Aging		7/1/16	6/30/18
17.	Legal Aid Sonoma County	5/26/16	7/1/16	6/30/18
18.	Verity	5/25/16	7/1/16	6/30/18
19.	YWCA Domestic Violence Program	5/25/16	7/1/16	6/30/18
20.	Sonoma County Human Services Dept.	6/2/16	7/1/16	6/30/18



COUNTY OF SONOMA
OFFICE OF THE DISTRICT ATTORNEY

Hall of Justice • 600 Administration Drive, Room 212-J • Santa Rosa, CA 95403
707.565.2311 • FAX 707.565.2762 • www.sonoma-county.org/da/

JILL RAVITCH
District Attorney

**Operational Agreement/Memorandum of Understanding
July 1, 2016 – June 30, 2018**

This Operational Agreement/Memorandum of Understanding serves as an agreement between the Sonoma County District Attorney's Office Victim Services Division (herein referred to as "VSD"), and California Highway Patrol (also referred to as "CHP"), and sets forth the understanding between the two agencies with the intent to work together toward the mutual goal of providing maximum available assistance and services to crime victims in Sonoma County.

Sonoma County District Attorney's office Victim Services Division agrees to:

- Assist California Highway Patrol officers in working with victims of crime whenever requested to do so.
- Provide California Highway Patrol staff with training and information/materials regarding the services provided to crime victims through the VSD;
- Provide crime victims, referred by your agency, with advocacy and support; refer them to necessary services, as appropriate; provide court orientation and support/escort; and assist in obtaining victim compensation and restitution;
- Meet as necessary and appropriate to discuss strategies, timetables, and implementation of services.

California Highway Patrol agrees to:

- Refer crime victims to VSD for services listed above;
- Submit crime reports necessary to assist with victim services and verify Victim Compensation Program claims; provide field support, if available, when Advocate's safety is in question while in your District and in the County of Sonoma.
- Meet as necessary and appropriate to discuss strategies, timetables and implementation of services

We, the undersigned representatives of the County of Sonoma, District Attorney's Office Victim Services Division and California Highway Patrol do hereby agree to and approve this document.

Gloria Eurotas

Gloria M. Eurotas, Director
Victim Services Division

Michael Palacio

Michael Palacio, Captain
CALIFORNIA HIGHWAY PATROL

Dated: 5-19-16

Dated: 5/26/16



COUNTY OF SONOMA
OFFICE OF THE DISTRICT ATTORNEY

Hall of Justice • 600 Administration Drive, Room 212-J • Santa Rosa, CA 95403
707.565.2311 • FAX 707.565.2762 • www.sonoma-county.org/da/

JILL RAVITCH
District Attorney

Operational Agreement/Memorandum of Understanding
July 1, 2016 – June 30, 2018

This Operational Agreement/Memorandum of Understanding serves as an agreement between the Sonoma County District Attorney's Office Victim Services Division (herein referred to as "VSD"), and Cloverdale Police Department, and sets forth the understanding between the two agencies with the intent to work together toward the mutual goal of providing maximum available assistance and services to crime victims in Sonoma County.

Sonoma County District Attorney's office Victim Services Division agrees to:

- Assist Cloverdale Police Department officers in working with victims of crime whenever requested to do so.
- Provide Cloverdale Police Department staff with training and information/materials regarding the services provided to crime victims through the VSD;
- Provide crime victims, referred by your agency, with advocacy and support; refer them to necessary services, as appropriate; provide court orientation and support/escort; and assist in obtaining victim compensation and restitution;
- Meet as necessary and appropriate to discuss strategies, timetables, and implementation of services.

Cloverdale Police Department agrees to:

- Refer crime victims to VSD for services listed above;
- Submit crime reports necessary to assist with victim services and verify Victim Compensation Program claims; provide field support, if available, when Advocate's safety is in question while in your District and in the County of Sonoma.
- Meet as necessary and appropriate to discuss strategies, timetables and implementation of services

We, the undersigned representatives of the County of Sonoma, District Attorney's Office Victim Services Division and Cloverdale Police Department do hereby agree to and approve this document.

Gloria Eurotas

Gloria M. Eurotas, Director
Victim Services Division

Dated: 5-19-16

Stephen Cramer

Stephen Cramer, Chief
CLOVERDALE POLICE DEPARTMENT

Dated: 5-25-16



COUNTY OF SONOMA
OFFICE OF THE DISTRICT ATTORNEY

Hall of Justice • 600 Administration Drive, Room 212-J • Santa Rosa, CA 95403
707.565.2311 • FAX 707.565.2762 • www.sonoma-county.org/da/

JILL RAVITCH
District Attorney

Operational Agreement/Memorandum of Understanding
July 1, 2016 – June 30, 2018

This Operational Agreement/Memorandum of Understanding serves as an agreement between the Sonoma County District Attorney's Office Victim Services Division (herein referred to as "VSD"), and Cotati Police Department, and sets forth the understanding between the two agencies with the intent to work together toward the mutual goal of providing maximum available assistance and services to crime victims in Sonoma County.

Sonoma County District Attorney's office Victim Services Division agrees to:

- Assist Cotati Police Department officers in working with victims of crime whenever requested to do so.
- Provide Cotati Police Department staff with training and information/materials regarding the services provided to crime victims through the VSD;
- Provide crime victims, referred by your agency, with advocacy and support; refer them to necessary services, as appropriate; provide court orientation and support/escort; and assist in obtaining victim compensation and restitution;
- Meet as necessary and appropriate to discuss strategies, timetables, and implementation of services.

Cotati Police Department agrees to:

- Refer crime victims to VSD for services listed above;
- Submit crime reports necessary to assist with victim services and verify Victim Compensation Program claims; provide field support, if available, when Advocate's safety is in question while in your District and in the County of Sonoma.
- Meet as necessary and appropriate to discuss strategies, timetables and implementation of services

We, the undersigned representatives of the County of Sonoma, District Attorney's Office Victim Services Division and Cotati Police Department do hereby agree to and approve this document.

Gloria Eurotas

Gloria M. Eurotas, Director
Victim Services Division

Dated: 5-19-16

Michael Parish

Michael Parish, Chief
COTATI POLICE DEPARTMENT

Dated: 5-25-2016



COUNTY OF SONOMA
OFFICE OF THE DISTRICT ATTORNEY

Hall of Justice • 600 Administration Drive, Room 212-J • Santa Rosa, CA 95403
707.565.2311 • FAX 707.565.2762 • www.sonoma-county.org/da/

JILL RAVITCH
District Attorney

**Operational Agreement/Memorandum of Understanding
July 1, 2016 – June 30, 2018**

This Operational Agreement/Memorandum of Understanding serves as an agreement between the Sonoma County District Attorney’s Office Victim Services Division (herein referred to as “VSD”), and Healdsburg Police Department, and sets forth the understanding between the two agencies with the intent to work together toward the mutual goal of providing maximum available assistance and services to crime victims in Sonoma County.

Sonoma County District Attorney’s office Victim Services Division agrees to:

- Assist Healdsburg Police Department officers in working with victims of crime whenever requested to do so.
- Provide Healdsburg Police Department staff with training and information/materials regarding the services provided to crime victims through the VSD;
- Provide crime victims, referred by your agency, with advocacy and support; refer them to necessary services, as appropriate; provide court orientation and support/escort; and assist in obtaining victim compensation and restitution;
- Meet as necessary and appropriate to discuss strategies, timetables, and implementation of services.

Healdsburg Police Department agrees to:

- Refer crime victims to VSD for services listed above;
- Submit crime reports necessary to assist with victim services and verify Victim Compensation Program claims; provide field support, if available, when Advocate’s safety is in question while in your District and in the County of Sonoma.
- Meet as necessary and appropriate to discuss strategies, timetables and implementation of services

We, the undersigned representatives of the County of Sonoma, District Attorney’s Office Victim Services Division and Healdsburg Police Department do hereby agree to and approve this document.

Gloria M. Eurotas
Gloria M. Eurotas, Director
Victim Services Division

Kevin Burke
Kevin Burke, Chief
HEALDSBURG POLICE DEPARTMENT

Dated: 5-19-16

Dated: 05-25-16



COUNTY OF SONOMA
OFFICE OF THE DISTRICT ATTORNEY

Hall of Justice • 600 Administration Drive, Room 212-J • Santa Rosa, CA 95403
707.565.2311 • FAX 707.565.2762 • www.sonoma-county.org/da/

JILL RAVITCH
District Attorney

**Operational Agreement/Memorandum of Understanding
July 1, 2016 – June 30, 2018**

This Operational Agreement/Memorandum of Understanding serves as an agreement between the Sonoma County District Attorney's Office Victim Services Division (herein referred to as "VSD"), and Santa Rosa J. C. Police Department, and sets forth the understanding between the two agencies with the intent to work together toward the mutual goal of providing maximum available assistance and services to crime victims in Sonoma County.

Sonoma County District Attorney's office Victim Services Division agrees to:

- Assist Santa Rosa J. C. Police Department officers in working with victims of crime whenever requested to do so.
- Provide Santa Rosa J. C. Police Department staff with training and information/materials regarding the services provided to crime victims through the VSD;
- Provide crime victims, referred by your agency, with advocacy and support; refer them to necessary services, as appropriate; provide court orientation and support/escort; and assist in obtaining victim compensation and restitution;
- Meet as necessary and appropriate to discuss strategies, timetables, and implementation of services.

Santa Rosa J. C. Police Department agrees to:

- Refer crime victims to VSD for services listed above;
- Submit crime reports necessary to assist with victim services and verify Victim Compensation Program claims; provide field support, if available, when Advocate's safety is in question while in your District and in the County of Sonoma.
- Meet as necessary and appropriate to discuss strategies, timetables and implementation of services

We, the undersigned representatives of the County of Sonoma, District Attorney's Office Victim Services Division and Santa Rosa J. C. Police Department do hereby agree to and approve this document.

Gloria Eurotas

Gloria M. Eurotas, Director
Victim Services Division

Dated: 5-19-16

[Signature]

Lorenzo Dueñas, Chief
Santa Rosa J. C. Police Department

Dated: 5/27/16



COUNTY OF SONOMA
OFFICE OF THE DISTRICT ATTORNEY

Hall of Justice • 600 Administration Drive, Room 212-J • Santa Rosa, CA 95403
707.565.2311 • FAX 707.565.2762 • www.sonoma-county.org/da/

JILL RAVITCH
District Attorney

Operational Agreement/Memorandum of Understanding
July 1, 2016– June 30, 2018

This Operational Agreement/Memorandum of Understanding serves as an agreement between the Sonoma County District Attorney's Office Victim Services Division (herein referred to as "VSD"), and Sebastopol Police Department, and sets forth the understanding between the two agencies with the intent to work together toward the mutual goal of providing maximum available assistance and services to crime victims in Sonoma County.

Sonoma County District Attorney's office Victim Services Division agrees to:

- Assist Sebastopol Police Department officers in working with victims of crime whenever requested to do so.
- Provide Sebastopol Police Department staff with training and information/materials regarding the services provided to crime victims through the VSD;
- Provide crime victims, referred by your agency, with advocacy and support; refer them to necessary services, as appropriate; provide court orientation and support/escort; and assist in obtaining victim compensation and restitution;
- Meet as necessary and appropriate to discuss strategies, timetables, and implementation of services.

Sebastopol Police Department agrees to:

- Refer crime victims to VSD for services listed above;
- Submit crime reports necessary to assist with victim services and verify Victim Compensation Program claims; provide field support, if available, when Advocate's safety is in question while in your District and in the County of Sonoma.
- Meet as necessary and appropriate to discuss strategies, timetables and implementation of services

We, the undersigned representatives of the County of Sonoma, District Attorney's Office Victim Services Division and Sebastopol Police Department do hereby agree to and approve this document.

Gloria Eurotas
Gloria M. Eurotas, Director
Victim Services Division

Dated: 5-19-16

Jeffrey Weaver
Jeffrey Weaver, Chief
SEBASTOPOL POLICE DEPARTMENT

Dated: 05-26-2016



COUNTY OF SONOMA
OFFICE OF THE DISTRICT ATTORNEY

Hall of Justice • 600 Administration Drive, Room 212-J • Santa Rosa, CA 95403
707.565.2311 • FAX 707.565.2762 • www.sonoma-county.org/da/

JILL RAVITCH
District Attorney

**Operational Agreement/Memorandum of Understanding
July 1, 2016 – June 30, 2018**

This Operational Agreement/Memorandum of Understanding serves as an agreement between the Sonoma County District Attorney's Office Victim Services Division (herein referred to as "VSD"), and Sonoma County Sheriff's Office, and sets forth the understanding between the two agencies with the intent to work together toward the mutual goal of providing maximum available assistance and services to crime victims in Sonoma County.

Sonoma County District Attorney's office Victim Services Division agrees to:

- Assist Sonoma County Sheriff's Office officers in working with victims of crime whenever requested to do so.
- Provide Sonoma County Sheriff's Office staff with training and information/materials regarding the services provided to crime victims through the VSD;
- Provide crime victims, referred by your agency, with advocacy and support; refer them to necessary services, as appropriate; provide court orientation and support/escort; and assist in obtaining victim compensation and restitution;
- Meet as necessary and appropriate to discuss strategies, timetables, and implementation of services.

Sonoma County Sheriff's Office agrees to:

- Refer crime victims to VSD for services listed above;
- Submit crime reports necessary to assist with victim services and verify Victim Compensation Program claims; provide field support, if available, when Advocate's safety is in question while in your District and in the County of Sonoma.
- Meet as necessary and appropriate to discuss strategies, timetables and implementation of services

We, the undersigned representatives of the County of Sonoma, District Attorney's Office Victim Services Division and Sonoma County Sheriff's Office do hereby agree to and approve this document.

Gloria M. Eurotas
Gloria M. Eurotas, Director
Victim Services Division

Dated: 5-19-16

Steve Freitas
Steve Freitas, Sheriff
SONOMA COUNTY SHERIFF'S OFFICE

Dated: 5/25/16



COUNTY OF SONOMA
OFFICE OF THE DISTRICT ATTORNEY

Hall of Justice • 600 Administration Drive, Room 212-J • Santa Rosa, CA 95403
707.565.2311 • FAX 707.565.2762 • www.sonoma-county.org/da/

JILL RAVITCH
District Attorney

Operational Agreement/Memorandum of Understanding
July 1, 2016 – June 30, 2018

This Operational Agreement/Memorandum of Understanding serves as an agreement between the Sonoma County District Attorney's Office Victim Services Division (herein referred to as "VSD"), and Sonoma Police Department, and sets forth the understanding between the two agencies with the intent to work together toward the mutual goal of providing maximum available assistance and services to crime victims in Sonoma County.

Sonoma County District Attorney's office Victim Services Division agrees to:

- Assist Sonoma Police Department officers in working with victims of crime whenever requested to do so.
- Provide Sonoma Police Department staff with training and information/materials regarding the services provided to crime victims through the VSD;
- Provide crime victims, referred by your agency, with advocacy and support; refer them to necessary services, as appropriate; provide court orientation and support/escort; and assist in obtaining victim compensation and restitution;
- Meet as necessary and appropriate to discuss strategies, timetables, and implementation of services.

Sonoma Police Department agrees to:

- Refer crime victims to VSD for services listed above;
- Submit crime reports necessary to assist with victim services and verify Victim Compensation Program claims; provide field support, if available, when Advocate's safety is in question while in your District and in the County of Sonoma.
- Meet as necessary and appropriate to discuss strategies, timetables and implementation of services.

We, the undersigned representatives of the County of Sonoma, District Attorney's Office Victim Services Division and Sonoma Police Department do hereby agree to and approve this document.

Gloria Eurotas
Gloria M. Eurotas, Director
Victim Services Division

Bret Sackett
Bret Sackett, Chief
SONOMA POLICE DEPARTMENT

Dated: 5-19-16

Dated: 5/25/16



COUNTY OF SONOMA
OFFICE OF THE DISTRICT ATTORNEY

Hall of Justice • 600 Administration Drive, Room 212-J • Santa Rosa, CA 95403
707.565.2311 • FAX 707.565.2762 • www.sonoma-county.org/da/

JILL RAVITCH
District Attorney

Operational Agreement/Memorandum of Understanding
July 1, 2016 – June 30, 2018

This Operational Agreement/Memorandum of Understanding serves as an agreement between the Sonoma County District Attorney's Office Victim Services Division (herein referred to as "VSD"), and Windsor Police Department, and sets forth the understanding between the two agencies with the intent to work together toward the mutual goal of providing maximum available assistance and services to crime victims in Sonoma County.

Sonoma County District Attorney's office Victim Services Division agrees to:

- Assist Windsor Police Department officers in working with victims of crime whenever requested to do so.
- Provide Windsor Police Department staff with training and information/materials regarding the services provided to crime victims through the VSD;
- Provide crime victims, referred by your agency, with advocacy and support; refer them to necessary services, as appropriate; provide court orientation and support/escort; and assist in obtaining victim compensation and restitution;
- Meet as necessary and appropriate to discuss strategies, timetables, and implementation of services.

Windsor Police Department agrees to:

- Refer crime victims to VSD for services listed above;
- Submit crime reports necessary to assist with victim services and verify Victim Compensation Program claims; provide field support, if available, when Advocate's safety is in question while in your District and in the County of Sonoma.
- Meet as necessary and appropriate to discuss strategies, timetables and implementation of services

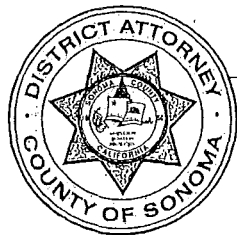
We, the undersigned representatives of the County of Sonoma, District Attorney's Office Victim Services Division and Windsor Police Department do hereby agree to and approve this document.

Gloria Eurotas
Gloria M. Eurotas, Director
Victim Services Division

C. Spallino
Chris Spallino, Chief
WINDSOR POLICE DEPARTMENT

Dated: 5-19-16

Dated: 5/26/16



COUNTY OF SONOMA
OFFICE OF THE DISTRICT ATTORNEY

Hall of Justice • 600 Administration Drive, Room 212-J • Santa Rosa, CA 95403
707.565.2311 • FAX 707.565.2762 • www.sonoma-county.org/da/

JILL RAVITCH
District Attorney

**Operational Agreement/Memorandum of Understanding
July 1, 2016 – June 30, 2018**

This Operational Agreement/Memorandum of Understanding serves as an agreement between the Sonoma County District Attorney's Office Victim Services Division (herein referred to as "VSD"), and Catholic Charities of the Diocese of Santa Rosa ("CCDSR"), and sets forth the understanding between the two agencies with the intent to work together toward the mutual goal of providing maximum available assistance and services to crime victims in Sonoma County.

Sonoma County District Attorney's Office Victim Services Division agrees to:

- Assist CCDSR staff with training and information/materials regarding the services provided to crime victims through the VSD;
- Assist CCDSR with crime victim contact and resource/referrals;
- Provide crime victims, referred by your agency, with advocacy and support; refer them to necessary services, as appropriate; provide court orientation and support/escort; and assist in obtaining victim compensation and restitution;
- Work with CCDSR Advocates/Staff, in their professional capacity and as appropriate, who are supporting crime victims.
- Meet as necessary and appropriate to discuss strategies, timetables, and implementation of services.

CCDSR agrees to:

- Refer crime victims to VSD for services listed above;
- Work together in every way possible in the best interest of the crime victim;
- Be available by telephone and/or in-person for consultations;
- Attend relevant trainings hosted by the VSD;
- Meet as necessary and appropriate to discuss strategies, timetables and implementation of services

We, the undersigned representatives of the County of Sonoma, District Attorney's Office Victim Services Division and Catholic Charities of the Diocese of Santa Rosa do hereby agree to and approve this document.

Gloria Eurotas
Gloria M. Eurotas, Director
Victim Services Division

Len Marabella
Len Marabella, Ph.D,
Executive Director
CATHOLIC CHARITIES OF THE
DIOCESE OF SANTA ROSA

Dated: 5-31-16

Dated: 5/31/16



COUNTY OF SONOMA
OFFICE OF THE DISTRICT ATTORNEY

Hall of Justice • 600 Administration Drive, Room 212-J • Santa Rosa, CA 95403
707.565.2311 • FAX 707.565.2762 • www.sonoma-county.org/da/

JILL RAVITCH
District Attorney

Operational Agreement/Memorandum of Understanding
July 1, 2016 – June 30, 2018

This Operational Agreement/Memorandum of Understanding serves as an agreement between the Sonoma County District Attorney's Office Victim Services Division (herein referred to as "VSD"), and Legal Aid Sonoma County, and sets forth the understanding between the two agencies with the intent to work together toward the mutual goal of providing maximum available assistance and services to crime victims in Sonoma County.

Sonoma County District Attorney's Office Victim Services Division agrees to:

- Assist Legal Aid Sonoma County staff with training and information/materials regarding the services provided to crime victims through the VSD;
- Assist Legal Aid Sonoma County with crime victim contact and resource/referrals;
- Provide crime victims, referred by your agency, with advocacy and support; refer them to necessary services, as appropriate; provide court orientation and support/escort; and assist in obtaining victim compensation and restitution;
- Work with Legal Aid Sonoma County Advocates/Staff, in their professional capacity and as appropriate, who are supporting crime victims.
- Meet as necessary and appropriate to discuss strategies, timetables, and implementation of services.

Legal Aid Sonoma County agrees to:

- Refer crime victims to VSD for services listed above;
- Work together in every way possible in the best interest of the crime victim;
- Be available by telephone and/or in-person for consultations;
- Attend relevant trainings hosted by the VSD;
- Meet as necessary and appropriate to discuss strategies, timetables and implementation of services

We, the undersigned representatives of the County of Sonoma, District Attorney's Office Victim Services Division and Legal Aid Sonoma County do hereby agree to and approve this document.

Gloria Eurotas

Gloria M. Eurotas, Director
Victim Services Division

Dated: 5-19-16

Ronit Rubinoff

Ronit Rubinoff, Executive Director
LEGAL AID SONOMA COUNTY

Dated: 5/26/2016



COUNTY OF SONOMA
OFFICE OF THE DISTRICT ATTORNEY

Hall of Justice • 600 Administration Drive, Room 212-J • Santa Rosa, CA 95403
707.565.2311 • FAX 707.565.2762 • www.sonoma-county.org/da/

JILL RAVITCH
District Attorney

**Operational Agreement/Memorandum of Understanding
July 1, 2016 – June 30, 2018**

This Operational Agreement/Memorandum of Understanding serves as an agreement between the Sonoma County District Attorney's Office Victim Services Division (herein referred to as "VSD"), and Verity, and sets forth the understanding between the two agencies with the intent to work together toward the mutual goal of providing maximum available assistance and services to crime victims in Sonoma County.

Sonoma County District Attorney's Office Victim Services Division agrees to:

- Assist Verity staff with training and information/materials regarding the services provided to crime victims through the VSD;
- Assist Verity with crime victim contact and resource/referrals;
- Provide crime victims, referred by your agency, with advocacy and support; refer them to necessary services, as appropriate; provide court orientation and support/escort; and assist in obtaining victim compensation and restitution;
- Work with Verity Advocates/Staff, in their professional capacity and as appropriate, who are supporting crime victims.
- Meet as necessary and appropriate to discuss strategies, timetables, and implementation of services.

Verity agrees to:

- Refer crime victims to VSD for services listed above;
- Work together in every way possible in the best interest of the crime victim;
- Be available by telephone and/or in-person for consultations;
- Attend relevant trainings hosted by the VSD;
- Meet as necessary and appropriate to discuss strategies, timetables and implementation of services

We, the undersigned representatives of the County of Sonoma, District Attorney's Office Victim Services Division and Verity do hereby agree to and approve this document.

Gloria Eurotas

Gloria M. Eurotas, Director
Victim Services Division

Dated: 5-19-16

Christine Castillo

Christine Castillo, Executive Director
VERITY

Dated: 5/25/16



COUNTY OF SONOMA
OFFICE OF THE DISTRICT ATTORNEY

Hall of Justice • 600 Administration Drive, Room 212-J • Santa Rosa, CA 95403
707.565.2311 • FAX 707.565.2762 • www.sonoma-county.org/da/

JILL RAVITCH
District Attorney

Operational Agreement/Memorandum of Understanding
July 1, 2016 – June 30, 2018

This Operational Agreement/Memorandum of Understanding serves as an agreement between the Sonoma County District Attorney's Office Victim Services Division (herein referred to as "VSD"), and YWCA Domestic Violence Program, and sets forth the understanding between the two agencies with the intent to work together toward the mutual goal of providing maximum available assistance and services to crime victims in Sonoma County.

Sonoma County District Attorney's Office Victim Services Division agrees to:

- Assist YWCA Domestic Violence Program staff with training and information/materials regarding the services provided to crime victims through the VSD;
- Assist YWCA Domestic Violence Program with crime victim contact and resource/referrals;
- Provide crime victims, referred by your agency, with advocacy and support; refer them to necessary services, as appropriate; provide court orientation and support/escort; and assist in obtaining victim compensation and restitution;
- Work with YWCA Domestic Violence Program Advocates/Staff, in their professional capacity and as appropriate, who are supporting crime victims.
- Meet as necessary and appropriate to discuss strategies, timetables, and implementation of services.

YWCA Domestic Violence Program agrees to:

- Refer crime victims to VSD for services listed above;
- Work together in every way possible in the best interest of the crime victim;
- Be available by telephone and/or in-person for consultations;
- Attend relevant trainings hosted by the VSD;
- Meet as necessary and appropriate to discuss strategies, timetables and implementation of services

We, the undersigned representatives of the County of Sonoma, District Attorney's Office Victim Services Division and YWCA Domestic Violence Program do hereby agree to and approve this document.

Gloria Eurotas

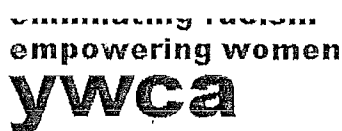
Gloria M. Eurotas, Director
Victim Services Division

Dated: 5-19-16

Madeleine Keegan O'Connell

Madeleine Keegan O'Connell, Director of
Operations YWCA,
DOMESTIC VIOLENCE PROGRAM

Dated: 5-25-16



sonoma county

Operational Agreement
between
YWCA Sonoma County
and

Sonoma County Office of District Attorney, Victim Services Division

Board of Directors

Mishel Kaufman, President
SVP/Risk Management
Redwood Credit Union

Erika Copenhagen, Vice President
Attorney
Galanti & Copenhagen, Inc.

Robin Ameral, Treasurer
Food & Bev Manager
John Ash & Co.

Jane Gaskell, Secretary
Attorney
Law Offices of Andrian and Gallenson

Renee Amochaev
SVP Investments
Portsmouth Financial

Eileen Carlisle
Financial Advisor
Stifel, Nicolaus and Company Inc.

Stacy Magill
Chief Financial Officer
Ghiloti Construction Company

Nina Mehta
President
NeillMed Pharmaceuticals, Inc.

Sylvia Proctor
Director of Human Resources
Clover Stornetta Farms

Christy Qabazard
Vice President, Special Assets Manager
Exchange Bank

Rickey Trombetta Stancliff
Chief Executive Officer
Trombetta Family Wines

Chief Executive Officer
Madeleine Keegan O'Connell
(707) 303-8400

24 Hour Hotline
(707) 546-1234

www.ywcasc.org

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

This Operational Agreement stands as evidence that the YWCA Sonoma County Domestic Violence Services Program, hereafter referred to as "YWCA", and Sonoma County Office of District Attorney, Victim Services Division, hereafter referred to as "Agency", intend to work together toward the mutual goal of providing the maximum assistance available for crime victims residing in Sonoma County, California, for an indefinite term so long as the YWCA and Agency continue to provide services that are mutually focused toward the elimination of domestic violence and child abuse. The term for this Operational Agreement shall be from July 1, 2016 to June 30, 2019.

The YWCA and Agency agree that the implementation of this proposal, as described herein, will further our common goal. To this end, Agency agrees to the following services:

1. The YWCA will closely coordinate services with Agency through the following:
 - a. YWCA staff will be readily available to Agency for service provisions by phone or individual appointments as needed and;
 - b. Meetings will be scheduled, as needed, between the YWCA Sonoma County Chief Operating Officer and person(s) designated by Agency to discuss strategies, time tables, and implementation of mandated services according to California Office of Emergency Services (OES).
2. The YWCA further agrees to:
 - a. Be available to Agency for staff training on the special needs of survivors of domestic violence;
 - b. Be available by phone for appropriate referrals and consultations from Agency;
 - c. Provide domestic violence and related educational training literature to Agency upon request and;
 - d. Provide onsite advocacy for victims of domestic violence when appropriate.

We, the undersigned, as authorized representatives of the YWCA and Agency, do hereby approve this document.

For Agency Gloria M Eurotas 4-30-16
Gloria Eurotas Date
Victim Services Director

For YWCA Madeleine K. O'Connell 4/11/2016
Madeleine Keegan O'Connell, Date
Chief Executive Officer
YWCA Sonoma County

Please sign both copies, keep one for your files, and return the other to the YWCA Sonoma County at PO Box 3506, Santa Rosa, CA 95402 by 5/13/2016.

Mailing Address:
Post Office Box 3506
Santa Rosa, CA 95402-

Administrative Offices:
811 Third Street
Santa Rosa, CA 95404

(707) 546-9922
(707) 546-9928 Fax



COUNTY OF SONOMA
OFFICE OF THE DISTRICT ATTORNEY

Hall of Justice • 600 Administration Drive, Room 212-J • Santa Rosa, CA 95403
707.565.2311 • FAX 707.565.2762 • www.sonoma-county.org/da/

JILL RAVITCH
District Attorney

**Operational Agreement/Memorandum of Understanding
July 1, 2016 – June 30, 2018**

This Operational Agreement/Memorandum of Understanding serves as an agreement between the Sonoma County District Attorney's Office Victim Services Division (herein referred to as "VSD"), and Family, Youth and Children's Services Division of the Sonoma County Human Services Department (also referred to as Child Protective Services, "CPS"), and sets forth the understanding between the two agencies with the intent to work together toward the mutual goal of providing maximum available assistance and services to crime victims in Sonoma County.

Sonoma County District Attorney's Office Victim Services Division Agrees to:

- Assist CPS staff with training and information/materials regarding the services provided to crime victims through the VSD;
- Assist CPS with crime victim contact and resource/referrals;
- Provide crime victims, referred by your agency, with advocacy and support; refer them to necessary services, as appropriate; provide court orientation and support/escort; and assist in obtaining victim compensation and restitution;
- Work with CPS Advocates/Staff, in their professional capacity and as appropriate, who are supporting crime victims.
- Meet as necessary and appropriate to discuss strategies, timetables, and implementation of services.

Family, Youth and Children's Division of Sonoma County Human Services Department Agrees to:

- Refer crime victims to VSD for services listed above;
- Work together in every way possible in the best interest of the crime victim;
- Be available by telephone and/or in-person for consultations;
- Attend relevant trainings hosted by the VSD;
- Meet as necessary and appropriate to discuss strategies, timetables and implementation of services

We, the undersigned representatives of the County of Sonoma, District Attorney's Office Victim Services Division and Family, Youth and Children's Division, do hereby agree to and approve this document.

Gloria Eurotas
Gloria M. Eurotas, Director
Victim Services Division

Jerry Dunn
Jerry Dunn, Director
Sonoma County Human Services Dept.

Dated: 5-19-16

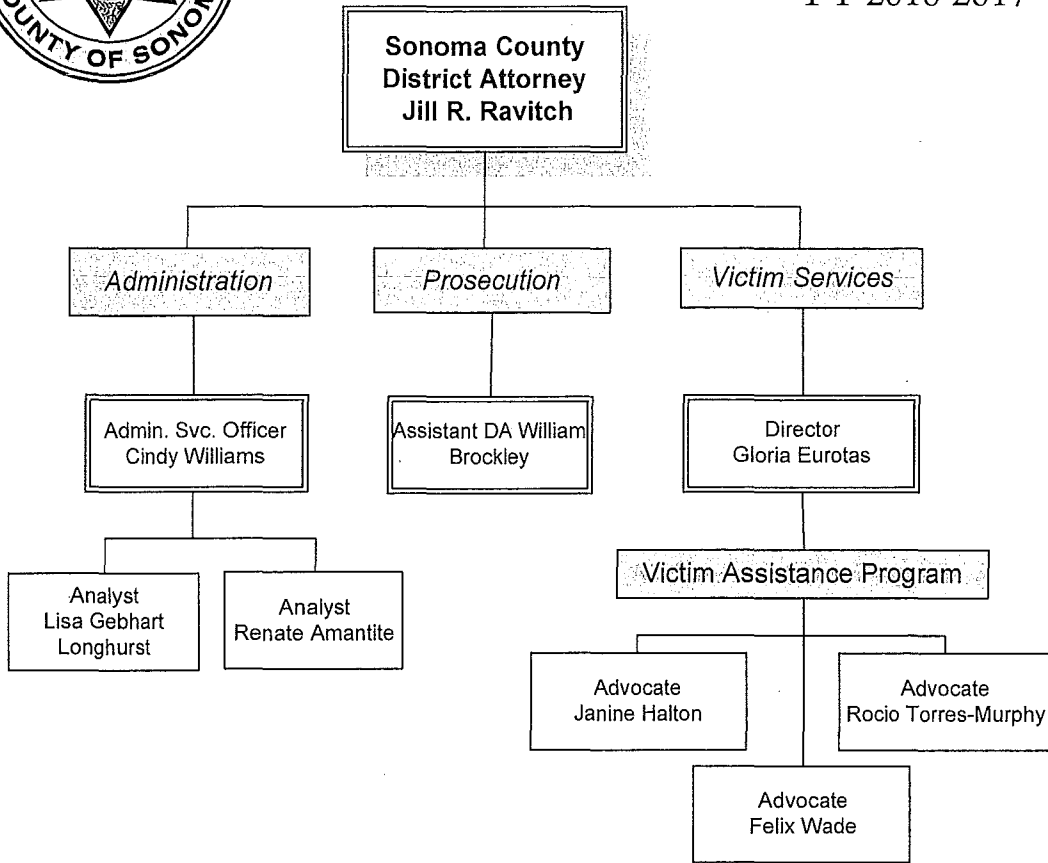
Dated: 6/2/16

Organizational Chart



COUNTY OF SONOMA
OFFICE OF THE DISTRICT ATTORNEY

ORGANIZATIONAL CHART:
SONOMA COUNTY VICTIM WITNESS ASSISTANCE PROGRAM
FY 2016-2017



PROJECT SERVICE AREA INFORMATION

1. COUNTY OR COUNTIES SERVED: Enter the name(s) of the county or counties served by the project. Put an asterisk where the project's principal office is located.

*Sonoma County

2. U.S. CONGRESSIONAL DISTRICT(S): Enter the number(s) of the U.S. Congressional District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

*US Congressional 5th District

3. STATE ASSEMBLY DISTRICT(S): Enter the number(s) of the State Assembly District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

State Assembly districts *2, 4 and *10

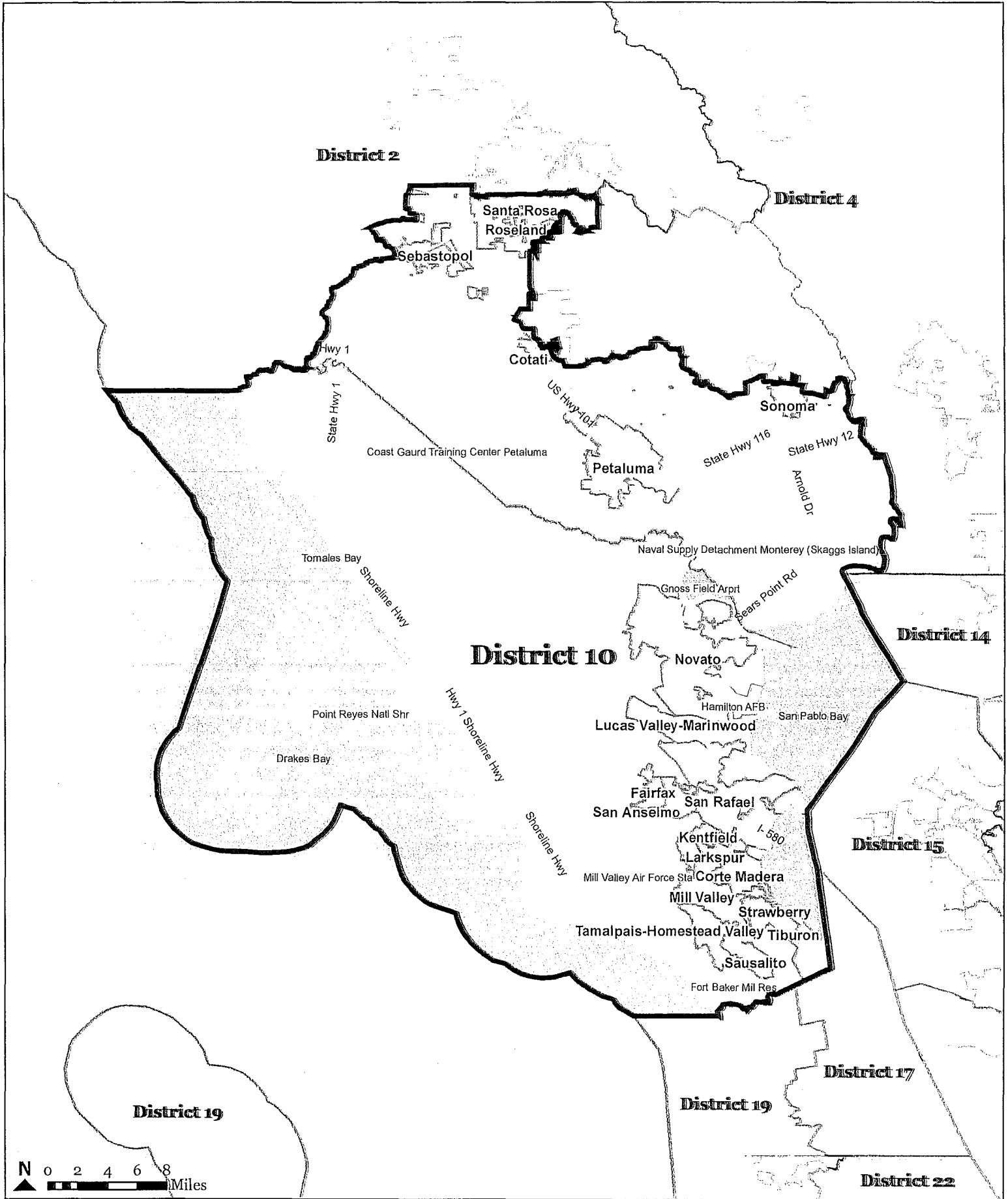
4. STATE SENATE DISTRICT(S): Enter the number(s) of the State Senate District(s) that the project serves. Put an asterisk for the district where the project's principal office is located.

California's 2nd State Senate district

5. POPULATION OF SERVICE AREA: Enter the total population of the area served by the project.

502,146 Estimated by US Census

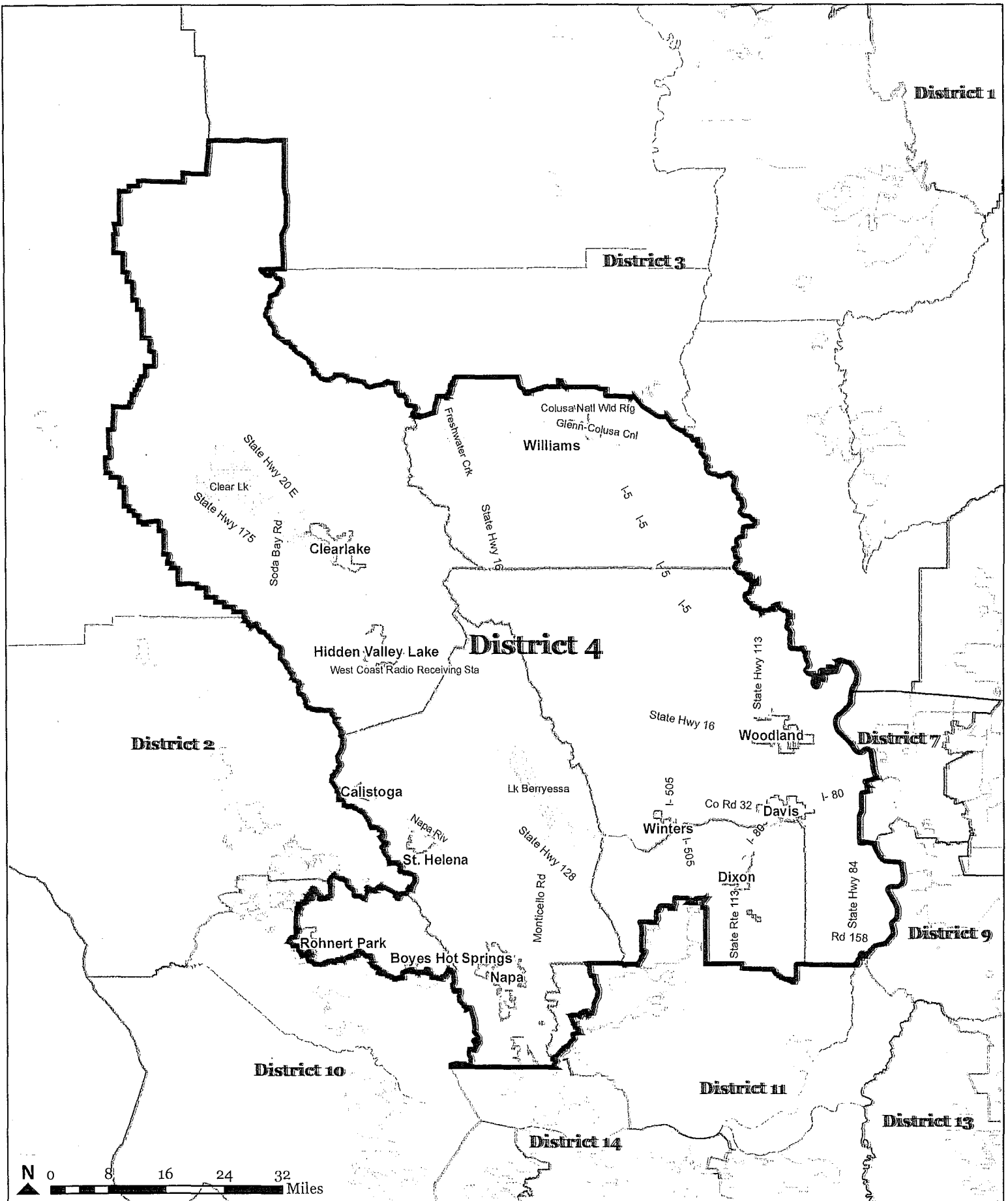
California State Assembly District 10



California State Assembly District 2



California State Assembly District 4





County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

Department or Agency Name(s): Economic Development Board

Staff Name and Phone Number:

Ben Stone 565-7170

Supervisorial District(s):

Countywide

Title: Agreement for the North Bay North Coast Broadband Consortium

Recommended Actions:

Authorize the Economic Development Director to sign and execute an agreement with Tom West to assist the County with administration of the North Bay North Coast Broadband Consortium (NBNCBC).

Executive Summary:

On December 13, 2016 the Board of Supervisors accepted a California Advanced Services Fund (CASF) Rural and Urban Regional 2 year grant award totaling \$250,000 for the North Bay North Coast Broadband Consortium (NBNCBC) and also approved a Memorandum of Understanding (MOU) for grant coordination. Tom West, an independent consultant, is the grant Program Manager and assists the Economic Development Department with coordination and administration of the Consortium at no cost to Sonoma County. This item requests the Board of Supervisors authorize the Economic Development Director to sign an agreement with Tom West for consultant services.

Discussion:

The North Bay North Coast Broadband Consortium (NBNCBC) consisting of Marin, Napa, Mendocino and Sonoma counties, was formed by a Memorandum of Understanding (MOU) in 2014 to oversee and manage broadband planning activities in the four county region. On December 13, 2016 the Board updated the MOU for grant coordination until December 31, 2018. The NBNCBC is funded by a two year California Public Utilities Commission Advanced Services Fund (CASF) grant in the total amount of \$250,000. The grant term expires December 30, 2018.

Over the last two years the four counties working as the NBNCBC, have collaborated successfully to establish the current state of broadband deployment in each county, to identify deployment opportunities, locate plausible funding sources, and help broadband service providers take advantage of funding to address broadband opportunities. The NBNCBC has also worked effectively with local, state and federal officials and agencies to review and support regulations and policies to expand broadband deployment to rural areas.

The MOU defines each county's role as part of their participation in the NBNCBC. Sonoma County continues to be the fiscal agent for the grant because of the EDB's engagement regional broadband program. As fiscal agent, the MOU authorizes acceptance and administration of the grant funds.

The MOU also authorizes continuation of the NBNCBC Oversight Committee which is comprised of a board of supervisor's member from each county. The Oversight Committee meets quarterly to monitor progress with the grant work plan, interface with NBNCBC boards of supervisors and facilitate common issues affecting all member counties. Supervisor Hopkins is a member of the Oversight Committee.

Tom West is the NBNCBC Program Manager and has assisted the County with grant coordination since 2014. He oversees and guides the work of the NBNCBC Management Team, consisting of staff from each county, and facilitates Oversight Committee meetings. His current agreement with the County expired in 2016. Mr. West receives no compensation for his work as Program Manager. Because of his broad role involving broadband program oversight and recommendation for NBNCBC counties it is recommended the Board approve his agreement.

Mr. West has been involved in networking for 36 years developing and managing communications networks for the research and education community including: 18 years as the Chief Information Technology Officer for the California State University system; five year as the CEO of the Corporation for Education Initiatives in California (CENIC) and five years as the CEO of National Lambda Rail LLC (NLR). He is currently retired.

The Economic Development Department recommends the Board authorize the Economic Development Director to execute an agreement with Tom West to assist the County with administration of the North Bay North Coast Broadband Consortium (NBNCBC).

Prior Board Actions:

December 13, 2016 – Board accepts California Advanced Services Fund Rural and Urban Regional Grant (\$250,000) for the NBNCBC and approves the MOU with Sonoma, Marin, Napa and Mendocino Counties for NBNCBC Grant Coordination.

July 29, 2014 – Board accepts CASF grant for \$250,000 and approves MOU for NBNCBC grant coordination.

December 10, 2013 – Board approves a resolution endorsing the County's membership in the North Bay North Coast Broadband Consortium.

February 21, 2012 – Board directs the EDB and ISD to perform studies to determine infrastructure needs and seek funding opportunities for broadband programs.

Strategic Plan Alignment Goal 3: Invest in the Future

High speed reliable broadband infrastructure in rural areas is needed to provide residents, students, businesses, and fire and emergency services providers with effective and efficient means of communicating with one another. In addition, broadband will provide rural residents and businesses

with enhanced economic development opportunities by making connections to the national and global economies.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

There are no fiscal impacts associated with this agreement as Mr. West provides these services to the County at no cost.

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: Consulting Agreement

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

Memorandum of Understanding between the County of Sonoma, the County of Marin, the County of Mendocino, and the County of Napa as part of their participation in the North Bay North Coast Broadband Consortium

SONOMA COUNTY
SHORT FORM CONSULTING AGREEMENT
Revision B, May 2016

1. CONSULTANT INFORMATION

Consultant: Thomas West, an individual.
Address: 44 Coral Reef, Newport, CA 92657
Telephone: (562) 858-9378
Email: tom@westfamily.org

2. COUNTY INFORMATION

Department: Economic Development Board
Address: 141 Stony Circle, Ste. 110, Santa Rosa, CA 95401
Telephone: (707) 565-7170
Email: val.rose@sonoma-county.org

3. SCOPE OF SERVICES

THE COUNTY OF SONOMA ("County") has contracted with Thomas West ("Consultant") to perform the services described in Exhibit "A," (Statement of Work) attached hereto and incorporated herein by this reference.

4. PAYMENT

County shall not pay Consultant any compensation nor reimburse any expenses incurred in the course of performance of the work.

5. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2017 until December 31, 2018, unless terminated earlier in accordance with Article 6 below.

6. TERMINATION

At any time, with or without cause, the County may terminate this Agreement by giving five (5) business days written notice to Consultant.

7. INDEMNIFICATION

Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant's obligations under this Article 7 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. This indemnity provision survives the Agreement.

8. INSURANCE

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference.

9. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, working under his/her own supervision and direction and is not a representative of County. Consultant agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.

10. CONFIDENTIALITY AND OWNERSHIP

The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Consultant, and the Consultant shall not disclose any information, whether developed by the Consultant or given to the Consultant by the County. This clause pertains only to materials developed specifically under this Agreement. The County makes no claim to Consultant's existing intellectual property.

11. CONSULTANT'S STANDARD OF CARE

County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all of Consultant's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable

federal, state, and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver of release.

12. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state, and local laws, rules and regulations including, without limitation, nondiscrimination laws, Sonoma County Ordinance No. 4291 and 4520 (prohibiting AIDS Discrimination).

13. APPLICABLE LAW AND FORUM

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

14. MERGER

This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by Consultant and the Sonoma County Purchasing Agent.

15. LIVING WAGE

The contractor/franchisee/economic development assistance recipient shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this contract/franchise agreement. Without limiting the generality of the foregoing, the contractor/franchisee/economic development assistance recipient expressly acknowledges and agrees that this contract/franchise/economic development assistance agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the contract/franchise/economic development assistance agreement will be considered a material breach and may result in termination of the contract/franchise/economic development assistance agreement or pursuit of other legal or administrative remedies.

CONSULTANT: THOMAS WEST

By: _____

Name: Thomas West

Title: Consultant

COUNTY: COUNTY OF SONOMA

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

By: _____
Department Head

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

Exhibit A – Statement of Work

Consultant shall assist the County and the North Bay North Coast Broadband Consortium (NBNCBC) with work associated with a California Public Utilities Commission (CPUC), California Advanced Services Fund (CASF) grant, as the overall Consortium Project Manager.

Working with the NBNCBC Oversight Committee and the NBNCBC Management Team, Consultant will be responsible for the successful execution of the Annual Work Plans that will enable NBNCBC to fulfill its mission and goals and to comply with the terms and conditions of the CSAF grant described by CPUC resolution T-17544 (December 1, 2016).

The Consortium Project Manager will convene and act as the non-voting Chair of the NBNCBC Oversight Committee. Each county Board of Supervisors has designated one of its supervisors to serve on the NBNCBC Oversight Committee. The responsibilities of the NBNCBC Oversight Committee include:

1. Monitor the progress of the NBNCBC Management Team
2. Act as the common interface to the four Boards of Supervisors
3. Facilitate the formulation of issues and opportunities that cut across the four counties

The NBNCBC Oversight Committee will meet quarterly, via conference call or in-person, and receive quarterly reports from the NBNCBC Management Team.

The Consortium Project Manager will oversee and guide the work of the NBNCBC Management Team. The NBNCBC Management Team consists of a Consortium Project Manager; County Liaison/Managers, one for each county; and, Deputy County Liaison/Managers. The NBNCBC Management Team has the responsibilities to:

1. Execute the Annual Work Plans
2. Interface with the NBNCBC Oversight Committee on an ongoing basis
3. Through the County Liaison/Managers interface and work with the community-based advisory groups and leaders in the respective counties
4. Provide quarterly reports to the NBNCBC Oversight Committee and the CASF
5. Formulate and present issues and opportunities that cut across the four counties to the NBNCBC Oversight Committee
6. Provide information to the public via a website, a quarterly newsletter, in-person public meetings in each of the counties, special reports and frequent news releases

Exhibit B

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

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

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between County and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

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

4. Standards for Insurance Companies

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

5. Documentation

- a. The Certificate of Insurance must include the following reference: NBNCBC.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees, 141 Stony Circle, Ste. 110, Santa Rosa, CA 95401.
- d. Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

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

7. Material Breach

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



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: The Board of Supervisors of Sonoma County

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

Department or Agency Name(s): Information Systems Department

Staff Name and Phone Number:

Maryanne Morehead, 565-1443

Supervisorial District(s):

Title: Technical Staffing and Consulting Services Agreements

Recommended Actions:

Authorize the Information Systems Director to execute Agreements with Convergent Computing, Experis IT, Hicks Professional Group, and Nelson Technology for as-needed technical staffing and consulting services for the three year period from January 1, 2017 through December 31, 2019 for a total not-to-exceed amount of \$1,000,000 each.

Authorize the Information Systems Director the option to execute two extensions for a period of one year each for the periods January 1, 2020 through December 31, 2020 and January 1, 2021 through December 31, 2021 for a total not-to-exceed amount of \$300,000 per year each.

Executive Summary:

The Information Systems Department (ISD) has an ongoing need for temporary staffing for highly technical project assignments for many years based on historical challenges in attracting qualified candidates for these specialized assignments. ISD often has the need for short or long term technical staffing or consulting services with expertise in particular information technology areas. Services agreements with multiple vendors will enable flexibility and timely responsiveness to meet technical temporary staffing and consulting needs with the best qualified candidates quickly, economically and efficiently, resulting in consistent services to our County customers.

Discussion:

ISD anticipates multiple staff retirements over the next few years and may require short term assignments to back fill these positions to ensure continuity of service to ISD's customers. Recruiting for these specialized needs has been challenging in our bay area market. This problem is not unique to Sonoma County; many government entities face difficulties competing for talent with private sector information technology employers. The Department's need for staffing and consulting services has also expanded as ISD continues to undertake programming and technical support for Board approved strategic multi-year County projects, such as implementation of the County's enterprise financial system and upgrade of the Integrated Justice System. These complex systems require a high level of expertise in database

applications and programming. Additionally, ISD foresees a possible need for resources related to the Board of Supervisors initiative to improve citizen engagement with IT projects for streaming media and archival, closed captioning, agenda management, boards and commissions' management, civic engagement, and constituent relationship management systems. Temporary staffing needs have varied over the past few years depending on fluctuating workloads. Over the past two years since 2014, ISD has contracted with outside agencies for approximately 10,000 hours of consultant and staffing support totaling \$1,074,542.

As part of its staffing plan for projects, ISD prioritizes assigning current staff when available, and then utilizes temporary staff and consultants to perform specialized work on these projects. Services provided by these contracts and the County's staffing contracts will be used on an as-needed, as-requested basis within available annual budget appropriations. These staffing contracts are generally used when existing resources cannot address specialty needs or critical function coverage. Contract amounts provide flexibility and will not likely reach contract limits. The contracting will only occur when existing budgets are available to cover the expense. The expenditures for these contract services are already included in the Department's Fiscal Year 2016-17 budget in the amount of \$575,000. The contract expenditures are offset by fees charged for services, as well as general fund allocations for the support of projects.

In order to keep concurrent technical projects moving forward, ISD needs to use consultants and temporary staff to perform the necessary project based functions. Temporary staff will be hired through the contracts for 90-day limited-term assignments to augment current staff and assist on some project work. ISD also anticipates hiring consultants through these contracts as subject matter experts to meet technical needs for specific projects. They will perform development, implementation, and technical support functions along with training County staff for these strategic projects. Unlike temporary staff, consultants, as subject matter experts, can assist on a project for longer than a 90-day period of time.

To that end, on July 13, 2016, ISD released a Request for Proposal (RFP) to fifty-five vendors seeking firm(s) in northern California that could provide as-needed temporary staffing in a variety of technical job classifications, as well as provide highly skilled consultants for special needs or projects quickly and efficiently. The solicitation resulted in thirteen proposals from Agile Global Solutions, Bara Infoware, Beacon Systems, Convergent Computing, Coolsoft, Dimension Data, Experis IT, Hicks Professional Group, Nelson Technology, Nova Management, RADgov, Ramssoft Systems, and Sigmaways.

After a thorough weighted evaluation of the proposals, conducted by two Information Systems staff members and a member of Human Resources, five of the thirteen vendors were asked to participate in interviews by the evaluation panel. The evaluation criteria included vendor qualifications, recruiting methodology and processes, screening and assessment methodologies, and performance service guarantees. Thereafter, the evaluation panel selected four vendors to provide services as-needed and as-requested within available appropriations. The final vendors include Convergent Computing, Experis IT, Hicks Professional Group, and Nelson Technology.

Each professional services agreement has a not-to-exceed amount of \$1,000,000 for a three year period to assure sufficient capacity and provide flexibility in selecting candidates best suited to the needs of the particular assignment. The agreements also include options to extend two (2) one-year terms through

December 31, 2021 for a total not-to-exceed amount of \$300,000 per year. Vendors will not be guaranteed any minimum should services not be needed.

Historically, ISD has held separate and distinct agreements with temporary and consulting services agencies since October 2008 because the County temporary staffing agencies contracted through the Human Resources Departments did not always meet technical needs for ISD. Human Resources and Purchasing concur with these requested contracts for professional services.

Prior Board Actions:

12/9/2014 – Item #40 – Agreement with Hicks Professional Group

8/7/2012 – Item #5 – Agreements with Hicks Professional Group and Signature Technology Group

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

These services agreements will enable the Information Systems Department to meet technical temporary staffing and consulting needs with the best qualified candidates quickly, economically and efficiently, resulting in consistent services to our County customers in order to meet changing technical needs.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	575,000	600,000	600,000
Additional Appropriation Requested			
Total Expenditures	575,000	600,000	600,000
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	575,000	600,000	600,000
Contingencies			
Total Sources	575,000	600,000	600,000

Narrative Explanation of Fiscal Impacts:

There is no fiscal impact. Current budget includes appropriations for temporary staffing and consulting services.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Attachment A – Position Descriptions and Hourly Rates for Convergent Computing, Experis IT, Hicks Professional Group, and Nelson Technology			
Related Items “On File” with the Clerk of the Board:			
Professional Services Agreements for Convergent Computing, Experis IT, Hicks Professional Group, and Nelson Technology			

Attachment A – Position Descriptions and Hourly Rates For

- 1) Convergent Computing
- 2) Experis IT
- 3) Hicks Professional Group
- 4) Nelson Technology

Exhibit B – Position Descriptions and Hourly Rates

Convergent Computing will provide the following rates based on the County’s job classifications defined below. A full description for each position as provided on County’s website.

Rates are based on County’s fiscal year July 1st to June 30th. In other words, any rate increases/decreases would take effect July 1st of the fiscal year. County assumes there will be no additional costs other than the hourly rate for temporary staffing.

Technical Staffing Position Title	2016/ 2017 Bill Rate	2017/ 2018 Bill Rate	2018/ 2019 Bill Rate
<u>Information Systems Project Manager</u>	\$135	\$135	\$135
<u>Geographic Information Systems Technician I</u>	\$115	\$115	\$115
<u>Geographic Information Systems Technician II</u>	\$135	\$135	\$135
<u>Information Technology Analyst I</u>	\$115	\$115	\$115
<u>Information Technology Analyst II</u>	\$125	\$125	\$125
<u>Information Technology Analyst III</u>	\$135	\$135	\$135
<u>Network Analyst</u>	\$115	\$115	\$115
<u>Senior Network Analyst</u>	\$135	\$135	\$135
<u>Programmer Analyst</u>	\$115	\$115	\$115
<u>Senior Programmer Analyst</u>	\$135	\$135	\$135
<u>Business Systems Analyst</u>	\$125	\$125	\$125
<u>Senior Business Systems Analyst</u>	\$135	\$135	\$135
<u>Systems Software Analyst</u>	\$135	\$135	\$135

Consulting Services Position Title	2016/ 2017 Bill Rate	2017/ 2018 Bill Rate	2018/ 2019 Bill Rate
Project Management	\$135	\$135	\$135
Programming	\$135	\$135	\$135
Database Administration	\$135	\$135	\$135
System Administration	\$135	\$135	\$135
Technical Support	\$135	\$135	\$135
Principal Consultant/Architect	\$225	\$225	\$225
Consultant	\$205	\$205	\$205
Senior Consultant Engineer	\$185	\$185	\$185
Engagement Manager	\$175	\$175	\$175
Consultant Engineer	\$165	\$165	\$165
Senior Business Analyst	\$185	\$185	\$185
Business Analyst	\$145	\$145	\$145

Exhibit B – Position Descriptions and Hourly Rates

Experis IT will provide the following rates based on the County’s job classifications defined below. A full description for each position as provided on County’s website.

Rates are based on County’s fiscal year July 1st to June 30th. In other words, any rate increases/decreases would take effect July 1st of the fiscal year. County assumes there will be no additional costs other than the hourly rate for temporary staffing.

Technical Staffing Position Title	2016/2017 Bill Rate	2017/2018 Bill Rate	2018/2019 Bill Rate
Information Systems Project Manager	\$92.50	\$99.40	\$113.60
Geographic Information Systems Technician I	\$42.60	\$48.28	\$53.96
Geographic Information Systems Technician II	\$56.80	\$63.90	\$71.00
Information Technology Analyst I	\$32.66	\$35.50	\$38.34
Information Technology Analyst II	\$36.92	\$39.76	\$42.60
Information Technology Analyst III	\$39.76	\$42.60	\$49.70
Network Analyst	\$52.54	\$56.80	\$63.90
Senior Network Analyst	\$59.64	\$65.32	\$71.00
Programmer Analyst	\$82.36	\$95.14	\$106.50
Senior Programmer Analyst	\$95.56	\$106.50	\$82.00
Business Systems Analyst	\$61.06	\$68.16	\$116.44
Senior Business Systems Analyst	\$73.84	\$78.10	\$85.20
Systems Software Analyst	\$76.68	\$82.36	\$88.04

Consulting Services Position Title	2016/2017 Bill Rate	2017/2018 Bill Rate	2018/2019 Bill Rate
Project Management	\$113.60	\$127.80	\$134.90
Programming	\$106.50	\$120.70	\$127.80
Database Administration	\$99.40	\$106.50	\$116.44
System Administration	\$92.30	\$106.50	\$113.60
Technical Support	\$42.60	\$45.44	\$51.12

Exhibit B – Position Descriptions and Hourly Rates

Hicks Professional Group will provide the following rates based on the County’s job classifications defined below. A full description for each position as provided on County’s website.

Rates are based on County’s fiscal year July 1st to June 30th. In other words, any rate increases/decreases would take effect July 1st of the fiscal year. County assumes there will be no additional costs other than the hourly rate for temporary staffing.

Technical Staffing Position Title	2016/ 2017 Bill Rate	2017/ 2018 Bill Rate	2018/ 2019 Bill Rate
Information Systems Project Manager	\$130	\$133	\$136
Geographic Information Systems Technician I	\$70	\$73	\$76
Geographic Information Systems Technician II	\$85	\$88	\$91
Information Technology Analyst I	\$70	\$73	\$76
Information Technology Analyst II	\$75	\$78	\$81
Information Technology Analyst III	\$85	\$88	\$91
Network Analyst	\$100	\$103	\$106
Senior Network Analyst	\$120	\$123	\$126
Programmer Analyst	\$105	\$108	\$111
Senior Programmer Analyst	\$120	\$123	\$126
Business Systems Analyst	\$105	\$108	\$111
Senior Business Systems Analyst	\$120	\$123	\$126
Systems Software Analyst	\$110	\$113	\$116

Consulting Services Position Title	2016/ 2017 Bill Rate	2017/ 2018 Bill Rate	2018/ 2019 Bill Rate
Project Management	\$130	\$135	\$135
Programming	\$140	\$145	\$145
Database Administration	\$135	\$140	\$140
System Administration	\$110	\$115	\$115
Technical Support	\$110	\$115	\$115

Exhibit B – Position Descriptions and Hourly Rates

Nelson Technology will provide the following rates based on the County’s job classifications defined below. A full description for each position as provided on County’s website.

Rates are based on County’s fiscal year July 1st to June 30th. In other words, any rate increases/decreases would take effect July 1st of the fiscal year. County assumes there will be no additional costs other than the hourly rate for temporary staffing.

Technical Staffing Position Title	2016/ 2017 Bill Rate	2017/ 2018 Bill Rate	2018/ 2019 Bill Rate
Information Systems Project Manager	\$80-90	\$82-96	\$84-100
Geographic Information Systems Technician I	\$55-70	\$55-70	\$58-78
Geographic Information Systems Technician II	\$55-70	\$55-70	\$58-78
Information Technology Analyst I	\$50-60	\$50-65	\$53-68
Information Technology Analyst II	\$50-65	\$50-65	\$53-68
Information Technology Analyst III	\$55-70	\$55-70	\$58-75
Network Analyst	\$50-65	\$50-65	\$53-68
Senior Network Analyst	\$65-80	\$65-80	\$68-85
Programmer Analyst	\$50-70	\$54-75	\$58-80
Senior Programmer Analyst	\$70-85	\$75-100	\$78-100
Business Systems Analyst	\$60-80	\$65-85	\$68-91
Senior Business Systems Analyst	\$65-90	\$67-92	\$70-95
Systems Software Analyst	\$70-80	\$70-80	\$76-83

Consulting Services Position Title	2016/ 2017 Bill Rate	2017/ 2018 Bill Rate	2018/ 2019 Bill Rate
Project Management	\$80-90	\$82-96	\$84-100
Programming	\$80-\$130	\$80-\$130	\$87-\$140
Database Administration	\$85-\$145	\$85-145	\$90-\$150
System Administration	\$50-65	\$50-65	\$53-68
Technical Support	\$40-52	\$40-52	\$44-56



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: February 21, 2017

Vote Requirement: 4/5

Department or Agency Name(s): Information Systems Department, Permit and Resource Management Department

Staff Name and Phone Number:

Carolyn Staats, 565-5472

Supervisorial District(s):

All Supervisorial Districts

Title: Permit and Resource Management Department Records Retention Schedule Version Number 3

Recommended Actions:

Adopt a Resolution approving the revised records retention schedule for the Permit and Resource Management Department, and authorizing the destruction of records in accordance with the approved schedule.

Executive Summary:

This item requests board consideration and approval of a revision to the current retention schedule for the Permit and Resource Management Department (PRMD). This revision will streamline the recordkeeping process by consolidating items of a similar nature, removing obsolete items, and eliminating redundancies.

Discussion:

In compliance with Administrative Policy 6-1 (Policy for Records Retention, Storage and Destruction), records retention schedules are created jointly by departments and Records Management to establish how long records should be maintained based on their operational, legal, fiscal, and historical value. Upon Board approval, retention schedules become the legal authority to destroy County of Sonoma documents.

A revised retention schedule has been prepared for PRMD. The retention schedule was developed to provide continuing authority to the department to both preserve and destroy records. This schedule is the third revision for the department; the initial version was approved 8/9/1988. The department's retention schedules have been adjusted over the years for various reasons, including: consolidation of departments into PRMD, removing documents addressed under the Common Accounting and Administrative Records schedule, or modifying retention periods based on operational and/or historical value.

Notable changes from revision two to revision three are as follows:

- Establishing a media neutral schedule – currently the schedule mandates what media (format) in which a record must be held (i.e. paper, microfiche, disk). With technological advances, many departments are using newer systems which create the records entirely in electronic form. Having a schedule that specifies media format is archaic, restrictive and cost prohibitive as departments are unnecessarily required to store physical records in order to comply with the retention schedule when electronic storage options are available and more cost effective. Additionally, current records management practices do not support the mandatory retention of duplicate records.
- Creation of “big bucket” records series. This process consolidates record types related to the same business process or function into one comprehensive records series or “bucket”. This streamlines recordkeeping practices and mirrors operational functions. This is also expected to improve departmental abilities to appropriately identify retention periods for records.
- Omission of records noted as “duplicate” records in the “Record Type” column. Duplicate records are redundant copies of the same record. Current records management practices do not support the mandatory retention of duplicate records.

In accordance with Administrative Policy 6-1, the revised retention schedule’s periods have been thoroughly reviewed by the Records Manager, the PRMD Department Head, Auditor-Controller Treasurer-Tax Collector, County Counsel, and the County Historical Records Commission to ensure that administrative, legal, fiscal, and archival requirements have been met. The attached “Request for Approval of Records Retention Schedule” documents the review and approval by these entities.

Prior Board Actions:

8/21/2001: Resolution #01-1029 approving records retention schedule revision number two for the Permit and Resource Management Department.
 7/18/1995: Resolution #95-0975 approving records retention schedule revision number one for the Planning Department and the Department of Health Services - Environmental Health Land Use division.
 8/9/1988: Resolution #88-1431 approving records retention schedule number one for the Planning Department.

Strategic Plan Alignment Goal 3: Invest in the Future

Ensure the relevancy, continuity, viability and transparency of government records.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There are no costs associated with this recommended action.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
1) Resolution approving Records Retention Schedule and authorizing destruction of records. 2) Retention Schedule – Permit and Resource Management Department. 3) Request for Approval of Records Retention Schedule.			
Related Items “On File” with the Clerk of the Board:			
None			



County of Sonoma
State of California

Date: February 21, 2017

Item Number: _____
Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Approving Records Retention Schedule And Authorizing The Destruction Of Records.**

Whereas, Government Code Section 26200 et seq. authorizes the Board of Supervisors to adopt a records retention schedule setting forth the duration that county records must be retained and authorizing the destruction or any other disposition of records at the conclusion of the record retention period specified in the schedule; and

Whereas, the proposed records retention schedule has been extensively reviewed as set forth in the "Request for Approval of Records Retention Schedule"; and

Whereas, the retention schedule supersedes any previous schedule approved by the Board of Supervisors; and

Whereas, records retention schedules constitute an active, continuing program for the preservation or disposal of records and approval of a records retention schedule constitutes continuing approval for the department head to properly dispose of the records as indicated on the schedule.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma approves records retention schedule and authorizes the preservation or destruction of records in accordance with the approved schedule for the following departments:

Permit and Resource Management Department Version Number 3

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Resolution #

Date:

Page 2

RETENTION SCHEDULE FOR THE COUNTY OF SONOMA PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

DIVISION	ITEM #			TITLE	DESCRIPTION	RECORD TYPE	CONF	VITAL	ARCH	RETENTION	REMARKS
ADMINISTRATION	PM	AD	090	ADMINISTRATION	PRMD Administrative records: Meeting agendas and notes, advisory group records, customer activity tracking, workload/workflow tracking; program records such as abandoned vehicle abatement, ad-hoc advisory/ citizens groups; 3rd party subpoenas where PRMD is not a participant in lawsuit; informational files by agency, citizen/industry group, subject, department sections, etc. <u>Typical Documents Include</u> : agendas, minutes, notes, attachments, subpoenas, reports, service authority formation, MOU's, surveys, logs, fee schedules, etc.	OFF				Cal + 5 Y	
ADMINISTRATION	PM	AD	100	GIS	Maps created by department divisions such as comprehensive planning. <u>Typical Documents Include</u> : Maps	OFF		V	A	PERMANENT	AKA: Map library.
ADMINISTRATION	PM	AD	110	HEARINGS	Commission/Committee records: Planning Commission, Board of Zoning Adjustments, Environmental Review Committee, Design Review Committee, Project Review Advisory Committee, Administrative Certification of Compliance Review, Board of Building Appeals, Airport Land Use Committee, Land Use Advisory Panel, and Landmarks Commission. <u>Typical Documents Include</u> : Agendas, Minutes, Action Sheets, packets and resolutions, etc.	OFF		V	A	PERMANENT	Destroy audio recordings 1 year after the close of the calendar year or the adoption of minutes, whichever comes later.
CONSTRUCTION	PM	CS	050	CONSTRUCTION-ARCHIVAL	Reference Materials/Records: district boundaries, special districts, improvement records, disaster records, corner records. <u>Typical Documents Include</u> : correspondence, maps, bound volumes, surveys, deeds, plans, geological reports, archaeological records, monument preservation records, etc.	OFF		V	A	PERMANENT	
CONSTRUCTION	PM	CS	060	CONSTRUCTION - PERMITS - PERMANENT	Permit and working files related to: Residential/Commercial building or demolition, grading, drainage, well, septic, sanitation, flood determinations, exemptions, Rapid Evaluation Safety Assessments (RESA's), building earthquake safety, abandonments/vacations, corner records, improvement plans. Includes code enforcement records and determinations. <u>Typical Documents Include</u> : calculations, plans and drawings, correspondence, alternate methods and materials, -investigations/inspections, conditions, citations, complaints, applications, contractor bonds and insurance, fees paid, etc.	OFF		V		PERMANENT - NOTE	Expired permits for commercial construction are required to be retained permanently. Due to department preference, expired residential permits are retained permanently. Well Logs are governed by WC 13752. Purge files of working materials and send to records section after approval of inspector.
CONSTRUCTION	PM	CS	070	CONSTRUCTION - PERMITS - SHORT TERM	Permit and working files related to: Encroachment, transportation, special events, Roiling, right-of-way determinations and investigations. <u>Typical Documents Include</u> : applications, responses, maps and plans, permits, provisions, etc.	OFF				CAL +5Y	
CONSTRUCTION	PM	CS	080	CONSTRUCTION - OTHER	Permit and working files related to: Operational permits (OPR's). <u>Typical Documents Include</u> : applications, site inspection reports, bacteriological exam, photos, license & insurance info, short-term reports, etc.	OFF		V		AE + 10Y	Destroy OPR's 10 years after they are superseded/obsolete or 10 years after an experimental system is granted alternative status.

RETENTION SCHEDULE FOR THE COUNTY OF SONOMA PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

DIVISION	ITEM #			TITLE	DESCRIPTION	RECORD TYPE	CONF	VITAL	ARCH	RETENTION	REMARKS
LAND USE	PM	LD	010	LAND USE - ARCHIVAL	Plans & Studies: General Plan, Specific/Area Plans/Studies, Special Projects. <u>Typical Documents Include:</u> Final/draft environmental determinations and reports, maps, projections, research/reference materials, property designations, consistency determinations, indexes, etc.	OFF			A	PERMANENT	Division will retain one copy of each Area Study or Specific Plan permanently. If department no longer wants to retain records, send to County Archives for permanent retention. For General Plan, purge working materials from files and destroy when superseded/obsolete, not to exceed 5 years after adoption of General Plan. Administrative draft environmental documents, and notes are not kept in the ordinary course of business.
LAND USE	PM	LD	020	LAND USE - PERMITS - PERMANENT	Permit and working files related to: zone change, use/variance permit, subdivisions, lot line adjustments, design review, coastal, zoning, mining, pre-application, agricultural and/or timber preserves. Includes code enforcement records and determinations, admin/certificates of compliance or modification, etc. <u>Typical Documents Include:</u> applications, reports, resolutions, plans, maps, investigations/inspections, conditions, citations, complaints, studies, environmental determinations, monitoring, projections, comments, correspondence, 300 foot notices, staff reports, etc.	OFF		V		PERMANENT	Project Review, Pre-App and Violation Files are vital.
LAND USE	PM	LD	030	LAND USE - OTHER	Programs & Projects: Mining/Aggregate records/resources, demographic records, documents reviewed and/or commented on by PRMD for other lead agencies, graphics/maps produced as exhibits/reference. <u>Typical Documents Include:</u> production reports, staff reports, background/research material, environmental reports, census reports, agency referrals/comments, etc.	OFF	C			10Y	Treatment of Mining Production reports is governed by Public Resources Code 2778 and Board of Supervisors Resolution 96-136. When closed and reclamation done, send the file to Records section.

**COUNTY OF SONOMA
REQUEST FOR APPROVAL OF RECORDS RETENTION SCHEDULE**

The Board of Supervisors is requested to approve the attached records retention schedule(s); approval constitutes continuing authority for the proper disposal of the records listed.		
DEPARTMENT: Permit and Resource Management	DIVISION:	
SECTION:	SCHEDULE NO: 3	
1. COUNTY RECORDS MANAGEMENT REVIEW		
The Records Manager of the County of Sonoma has reviewed the attached schedule(s) for compliance with countywide standards and policies and conformance with accepted records management practices.		
SIGNATURE <i>Carolyn M. Staats</i>	TITLE <i>Records Manager</i>	DATE <i>8-19-16</i>
PRINT/TYPE NAME <i>Carolyn Staats</i>		
2. DEPARTMENTAL REVIEW		
I have reviewed the attached records retention schedule(s) which has/have been prepared after careful examination of all records with regard to operating, administrative, legal, fiscal, or historical value, as well as to application of appropriate county, state and federal rules, ordinances, regulations and/or statutes governing records retention.		
DEPARTMENT HEAD SIGNATURE <i>Jennis White</i>	TITLE <i>Director</i>	DATE <i>22 Nov 16</i>
PRINT/TYPE NAME		
DIVISION HEAD SIGNATURE	TITLE	DATE
PRINT/TYPE NAME		
3. COUNTY COUNSEL REVIEW		
As County Counsel, I have reviewed the retention periods assigned to records on the attached schedule(s). I hereby certify that I am the lawful head, or that I am authorized to act for the head, of the Office of County Counsel in matters pertaining to records disposal.		
SIGNATURE <i>Jennifer C. Klein</i>	TITLE <i>Deputy County Counsel</i>	DATE <i>5/16/2016</i>
PRINT/TYPE NAME <i>Jennifer C. Klein</i>		
4. AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR REVIEW		
As County Auditor-Controller/Treasurer-Tax Collector, I have reviewed the retention periods assigned to records on the attached schedule(s) to determine their conformance with audit requirements.		
SIGNATURE <i>Kanchan Charan</i>	TITLE <i>Audit Manager</i>	DATE <i>6/20/16</i>
PRINT/TYPE NAME <i>Kanchan Charan</i>		
5. ARCHIVAL REVIEW		
As Chairperson of the Sonoma County Historical Records Commission, I have reviewed the schedule(s) and have identified those items, which, in my judgment, have archival, historical or research value.		
SIGNATURE <i>Eric Stanley</i>	TITLE <i>Chair</i>	DATE <i>12-1-15</i>
PRINT/TYPE NAME <i>Eric Stanley</i>		
6. BOARD OF SUPERVISORS APPROVAL		
THE ATTACHED RECORDS RETENTION SCHEDULE(S) IS/ARE APPROVED PER		
RESOLUTION NUMBER: _____		
DATE: _____		



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

Board Agenda Date: February 21, 2017

Vote Requirement: 4/5

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Reg Cullen, 565-2502

Supervisorial District(s):

Countywide

Title: An Ordinance No. 3836R Permit and Permit Extensions to Sonoma County Water Agency;
ROI17-0001

Recommended Actions:

Adopt a resolution issuing a roiling permit (Ordinance No. 3836R) and necessary permit extensions to Sonoma County Water Agency for in-channel work and Annual Stream Maintenance Activities.

Executive Summary:

The recommended resolution will issue a roiling permit to the Sonoma County Water Agency for channel and stream maintenance work to take place between 1 March and 31 December 2017. Permit and permit extensions for work within a channel or stream must be approved by and filed with the Board of Supervisors.

Discussion:

Section VIII of Ordinance No. 3836R requires that an application for a permit be filed with the Board of Supervisors prior to the performance of certain prescribed work or operations in a river, stream, or channel which may decrease the clarity of these waterways.

Concurrent Resolution No. 88-1220 of the Board of Supervisors requires that applications for permits describe the work or operations to be done, the purpose of the work or operations, the manner in which the work or operations will be carried out, and the time within which the work or operations will be completed. Pursuant to the Resolution, applications must be accompanied by a copy of the agreement required by Section 1601 et seq. of the California Fish and Wildlife Code and water discharge permits applicable to the work or operations, if any, pursuant to the Porter-Cologne Water Quality Control Act. Applications by public agencies must also be accompanied by evidence of compliance with the California Environmental Quality Act.

The application submitted by the Sonoma County Water Agency complies with the requirements of the 3836R Ordinance. The applicant represents that no significant residual impacts affecting water clarity of the rivers or streams of the County of Sonoma will result. The applicant proposes to perform routine

maintenance in various channels. Lower bank vegetation management work outside the flow channel may be performed through 31 October 2017. Emergency removal of dead wood and debris piles threatening a bridge or other structure may be performed at any time during the year. The work is proposed to commence no earlier than 1 March 2017 and be completed by 31 December 2017.

It should be noted that the work described in the application has been performed in accordance with permit requirements in the past years. As described in the application and demonstrated in practice in previous permitting periods, the work will likely require greater than 30 days to complete. To accomplish this, the permit may be extended for additional 30-day periods if such permit period extensions are approved by the Board of Supervisors as requested in this agenda item. The Director of the Permit and Resource Management Department shall confirm the need for each permit extension immediately prior to the expiration of the current permit period to ensure that the work is not yet completed and an additional 30-day period extension is necessary. Nine 30-day extensions may be required.

The 3836R permit and 30-day extensions require a 4/5 approval vote by the Board according to the requirements of the 1988 ballot measure creating the 3836R Ordinance.

Prior Board Actions:

3/08/2016: Board adopted Resolution Number 16-0065 issuing permit and permit extensions to Sonoma County Water Agency for Annual Stream Maintenance Activities.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This permit allows maintenance of many channels the Water Agency is responsible for, to keep them functioning properly. Maintenance activities include the following: landscaping, fencing, mowing, structure maintenance, grading and reshaping channels, debris removal, and spraying of herbicides to inhibit nuisance vegetation.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
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:			
A) Draft Board of Supervisors Resolution B) Application C) Map			
Related Items "On File" with the Clerk of the Board:			
Application Packet			



County of Sonoma
State of California

Date: February 21, 2017

Item Number: _____
Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Issuing
A Permit And Permit Extensions Pursuant To Section VIII Of Ordinance No. 3836R Of The
County Of Sonoma To Sonoma County Water Agency To Perform Routine Maintenance Work
In Various Channels**

Whereas, Section VIII of Ordinance No. 3836R requires that an application for a permit be filed with the Board of Supervisors prior to the performance of certain prescribed work or operations in a river, stream, or channel which may decrease the clarity of a river or stream; and

Whereas, an application was filed by the Sonoma County Water Agency for an Ordinance No. 3836 permit for routine maintenance work in various rivers, streams, and channels at the Permit and Resource Management Department in the manner prescribed by Resolution No. 88-1220 as amended by Resolution No 89-0746 of the Board of Supervisors; and

Whereas, the Board of Supervisors has reviewed said application; and

Whereas, the work requires greater than 30 days to complete, as described in the application and as demonstrated in past years; and

Whereas, the requirements of section VIII of the Sonoma County Code include a restriction to perform permitted activities within a period of 30 days, except that additional 30-day permit periods may be granted by the Board of Supervisors, and a requirement that all approval votes be by a 4/5th majority of the Board of Supervisors.

Now, Therefore, Be It Resolved

1. That the Board of Supervisors finds and determines that the work and operations described on said application is necessary and that the work and operations will be performed in a manner which will not unreasonably decrease the clarity of the waters of the rivers or streams of the County of Sonoma;

Resolution #

Date:

Page 2

2. That a permit is hereby granted to applicant to perform the work and operations described in the aforementioned application;
3. That permit extensions are hereby granted to the applicant to perform the work described herein for additional 30-day periods commencing on March 1, 2017 subject to the Director of PRMD confirming the need for the permit extension immediately prior to the expiration of the permit period;
4. That the work and operations shall be performed in the manner described in the application and in accordance with the terms and conditions of any applicable agreement required by Section 1601 et seq. of the California Fish and Wildlife Code, any applicable waste discharge permit issued pursuant to the Porter-Cologne Water Quality Control Act (commencing at Section 13000 of the California Water Code), and Chapter 26A of the Sonoma County Code and any plans adopted pursuant thereto;

Be It Further Resolved that the permit and permit extensions are hereby granted to the applicant pursuant to Section 25526.6 of the Government Code.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Roiling Permit Application

DRN-003

The Board of Supervisors approves all roiling permits under Section VIII of the Water Clarity Ordinance of the County of Sonoma, Ordinance No. 3836R (Chapter 23 of the Sonoma County Code).

A complete application must be submitted to the Permit and Resource Management Department a minimum of eight weeks before the start of project.

Applicant Owner Architect \ Engineer

Project Site Information

Sonoma County Water Agency

Various Streams

Name

Address(es)

404 Aviation Blvd

Sonoma County

Mailing Address

City/Town

Santa Rosa

CA

Various

City/Town

State/Zip

Assessor's Parcel Number(s)

521-1865

Various (See Attached)

Phone

Fax

River or Stream Name

3/1/2017

12/31/2017

Work start date

Estimated completion date

Signature

Date

Types of work (check one):

- To protect riparian property adjacent to a river or stream.
- To construct recreational dams.
- To perform construction work on riparian property, the nature of which may decrease the clarity of the waters of the river or stream.
- To construct temporary bridges, dikes, dams and settling ponds in connection with mining operations, or for agricultural uses.

Application Requirements:

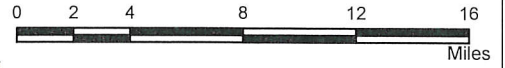
- A. A detailed statement describing the work or operations to be done and the manner in which they will be carried out to avoid unreasonably decreasing the clarity of the river or stream, including any proposed monitoring or mitigation measures.
- B. A location/vicinity map (8 ½ in. X 11 in.) showing where the project is located in relation to nearby lots, streets, highways and/or major natural features (e.g., locator maps & road maps).
- C. A copy of the Fish and Game permit or waiver.
- D. A copy of the Army Corps of Engineers permit for this project, if required.
- E. A copy of the California Regional Water Quality Control Board water quality certification, if required.
- F. A copy of the last roiling permit, if any.
- G. A check payable to "PRMD" (see current fee schedule). This fee includes any requested extensions for the calendar year.
- H. A copy of the California Environmental Quality Act (CEQA) document.
- I. A copy of any approved County permit conditions (e.g. mining approval).

Sonoma County Permit and Resource Management Department

2550 Ventura Avenue ❖ Santa Rosa, CA ❖ 95403-2829 ❖ (707) 565-1900 ❖ Fax (707) 565-1103

Location for Activities

Stream Maintenance Reaches



Mendocino County

Napa County

Marin County

SONOMA COUNTY WATER AGENCY Channel Maintenance Activities

\\SD-DATA\IT\Profile\control\Stream_Maint\Channel_Maintenance_Program\2013\Activities.mxd February 19, 2013





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 16
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management Department (Permit Sonoma)

Staff Name and Phone Number:

Traci Tesconi 565-1903

Supervisory District(s):

Fourth

Title: Lot Line Adjustment between three parcels under one Land Conservation Act Contract, Zane Holdings, LLC; PRMD File No. LLA14-0025 (aka PLP14-0030).

Recommended Actions:

Adopt a Resolution and Conditions of Approval for a Lot Line Adjustment between three parcels resulting from Administrative Certificates of Compliance and under one Land Conservation Act Contract, for property located at 9680 Dry Creek Road, Healdsburg; APN's 139-060-029, -028, -031.

Executive Summary:

This Lot Line Adjustment requires Board of Supervisors approval because of the existing Land Conservation Contract encumbering the three parcels to be adjusted. Lot Line Adjustments are normally approved by Permit Sonoma or by the Project Review and Advisory Committee. The Board is asked to review and approve the proposed Lot Line Adjustment.

Discussion:

Introduction: This Lot Line Adjustment requires Board of Supervisors approval because of the existing Land Conservation (Williamson) Act Contract. Lot Line Adjustments are normally approved administratively by PRMD or by the Project Review and Advisory Committee.

Project Description, Location, and Zoning:

This is a request for a Lot Line Adjustment amongst three parcels resulting from approved Administrative Certificates of Compliance (PLP02-0021). The current lot sizes are: 134.66 acres (Lot A- APN 139-060-029), 58.30 acres (Lot B- APN 139-060-028), and 80 acres (Lot C- APN 139-060-031). The adjustment will result in lot sizes: 127.24 acres (Lot A), 38.97 acres (Lot B), and 107.41 acres (Lot C).

The purpose of the Lot Line Adjustments is for several reasons. First, the adjustment from Lot A to Lot B consists of 7.42 acres to: provide Lot B direct access to Dry Creek Road, eliminating the need for an access easement; align the property line boundary to follow School House Creek to make both parcels more manageable; and place a majority of the existing vineyard and the existing residence onto Lot B.

Secondly, the adjustment from Lot B to Lot C consists of 27.41 acres to following an existing ridgeline making the parcels more manageable and to place a greater portion of the existing access road onto Lot C to equally divide maintenance costs and reduce the road easement area. The Board of Supervisors approval is required because the three parcels are restricted by one existing Land Conservation Act Contract.

The three parcels are located in Dry Creek Valley along Dry Creek Road, approximately one mile north of Dutcher Creek Road, and six miles south of Lake Sonoma and Warm Springs Dam.

Lot A has one existing residence and is zoned RRD (Resources and Rural Development) B6 40 acre density with the combining designations of Z (Second Dwelling Unit Exclusion), RC 50/50 (Riparian Corridor 50'/50'), SR (Scenic Resources). Lot B and Lot C are both undeveloped with any structures and zoned LIA (Land Intensive Agriculture) B6 40 acre density with combining designations of Z (Second Dwelling Unit Exclusion), RC 50/50 (Riparian Corridor 50'/50'), SR (Scenic Resources). Due to the adjustment of land from Lot A to Lot B, a Condition of Approval requires a General Plan Amendment and Zone Change from RRD 40 to LIA 40 on the adjusted 7.42 acres to eliminate split zoning as a result of the Lot Line Adjustment.

Background:

The three parcels are currently located in Agricultural Preserve 2-475 and under an existing Non-Prime Land Conservation Act Contract recorded under Book 2603, Page 829 in 1972. There are existing vineyards on portions of Lot A and B. After the Lot Line Adjustment, Lot A will contain a small vineyard of 7.24 acres of vineyard and Lot B will contain 14.50 acres of vineyard.

In 2002, the three parcels involved in the Lot Line Adjustment were recognized as legally separate parcels through approved Administrative Certificates of Compliance PRMD (File No. PLP02-0021) and recorded under OR # 2003-033112, OR#2003-033114, and OR#2003-033115. Parcels held under one ownership, yet deemed to be legally separate parcels, can be approved for a Lot Line Adjustment.

Analysis:

Compatible Use: The one primary residence on Lot A being adjusted onto Lot B is considered compatible uses under the Uniform Rules. There are no other structures on Lot B. Compatible uses may be permitted provided that they are incidental to the primary use of the land for agriculture, listed in the County's Uniform Rules for Agricultural Preserves and meet the criteria for compatibility. "Incidental" has been defined by the County to mean compatible uses may collectively occupy no more than 15 percent of the land area or five acres whichever is less. For the resultant 38.97 acre Lot B, the 5 acre threshold would apply and the area of compatible use (residence, septic and parking areas, and driveway) is approximately .50 acres which is below the threshold.

Zoning Consistency: The resultant parcels meet the minimum parcel size for their respective zoning districts which for both the RRD and the LIA zoning district requires a 20-acre minimum parcel size. The Lot Line Adjustment does not result in an overall increase in subdivision potential and does not make an undevelopable parcel developable. On all three parcels, septic system testing and site evaluations have been completed by Curtis & Associates, demonstrating that each of the existing parcels are capable of supporting a three bedroom septic system.

Land Conservation Act:

To facilitate a Lot Line Adjustment, Government Code Section 51257 permits the contracting parties to rescind the existing contracts and simultaneously enter into new contracts if the required findings can be made.

Resultant Lot A and C:

The property owner intends to rescind and replace the Land Conservation Act contract on Lot A and Lot C from a Non-Prime (Type II) grazing contract to an Open Space contract. In February 2015, A Wildlife Habitat Study was prepared by Kjeldsen Biological Consulting. Based on field observations, Lot A, B, and C are large parcels that each contain: a portion of the watershed of School House Creek, a Tributary of Dry Creek and the Russian River; a high quality environment of native grassland and water sources for local wildlife and plant species; and a wildlife corridor-link from the open space lands to the north and east to Lake Sonoma, allowing genetic dispersal of wildlife as well as botanical gene flow. The shade and water that is available in these areas make them popular with wildlife. Common wildlife associated with this habitat include amphibians such as the Pacific tree frog; birds such as downy woodpecker, yellow warbler, and yellow-breasted chat. The mammals are those of the oak woodlands and grasslands. As a habitat type it also functions as a corridor for access to the various communities along its route and upslope. The quality of riparian habitat is enhanced where there are multilayered tree structures and complex vegetation layering (refer to Attachment C and D).

Resultant Lot B:

The property owner intends to rescind and replace the Land Conservation Act contract on Lot B from a Non-Prime (Type II) grazing contract to a Prime (Type I) contract for vineyard land and open space. Resultant Lot B will be 38.97 acres in size and meet the 10 acre minimum parcel size requirement for a Prime (Type I) contract. In addition, under the Uniform Rules, the parcel meets the contract eligibility requirement, under Rule 4.2 B- 2: which states:

“For less than 40 acres of prime agricultural land devoted to a combination of agricultural and open space uses, a minimum of 10 acres is planted in a permanent crop.”

Resultant Lot B will contain 14.93 acres of existing vineyard (refer to Attachment C). On Lot B the only interior fencing is the deer-fencing around the existing vineyard block. The Wildlife Habitat Study prepared by Kjeldsen Biological Consulting includes Lot B which also contains School House Creek containing vegetation cover that provides habitat as well as food and water resources local wildlife (refer to Attachments D and E).

Staff Recommendation:

Staff recommends the Board find the project consistent with Government Code Section 51257 and approve the proposed Lot Line Adjustment subject to the attached Conditions of Approval. The three lots will be devoted to qualifying agricultural and open space uses. Conditions of Approval require that prior to recording the Grant Deeds for the Lot Line Adjustment, the property owner must submit:

- 1) Three separate applications and appropriate filing fees to rescind and replace the existing contract on Lot A and Lot C with new Open Space contracts with parcels greater than 40 acres in size, and on Lot B a new Prime (Type I) contract for vineyard and open space land with a parcel

greater than 10 acres in size, consistent with the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Uniform Rules).

- 2) A General Plan Amendment and Zone Change application and applicable filing fees for the land adjusted between Lot A to Lot B comprised of 7.42 +/- acres to change from the RRD 40 to the LIA 40 acre density designation, along with all existing overlay zones, in order to eliminate split zoning on Lot B as a result of the Lot Line Adjustment.

Staff has determined the Lot Line Adjustment can meet the required findings as described in the Resolution.

Prior Board Actions:

March 11, 2003: Board Review of Administrative of Certificates Determination by PRMD. File Number PLP02-0021.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Board of Supervisors has endorsed the continuation of the County's agricultural preserve program to preserve a maximum amount of the limited supply of agricultural, open space, scenic, and critical habitat lands within the county, to discourage premature and unnecessary conversion of such lands to urban land uses, to promote vitality in the agricultural economy, and to ensure an adequate, varied, and healthy supply of food and fiber for current and future generations. The purpose of the Lot Line Adjustment is to reconfigure the property lines to place the small vineyard onto Lot B. In addition, the rescission and replacement of Land Conservation contracts on the subject parcels will facilitate further agricultural investment and support agricultural viability and help preserve open space land in Sonoma County.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>Approval of the Lot Line Adjustment has no fiscal impact. However, as conditioned, the property owners for each respective parcel must apply for separate Land Conservation Act Contracts. The contracts allow the property owners to pay a reduced property tax assessment based upon the value of the agricultural uses rather than the land value under Proposition 13. This results in a reduction in the County's share of property tax revenue for each parcel under a Land Conservation Act Contract. The amount of this reduction for an individual contract depends on parcel-specific variables including the Proposition 13 status of the land and the value of the agricultural crop, and is determined annually by the Assessor's office.</p>			
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:			
<p>Draft Board of Supervisors Resolution with Exhibit A Conditions of Approval Attachment A: LLA Proposal Statement Attachment B: LLA Site Plan Attachment C: Vineyard Plan</p>			

Attachment D: Aerial with General Wildlife Habitat Values Depicted
Attachment E: Aerial Photo and Wildlife Corridors
Attachment F: APN page

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

None



County of Sonoma

State of California

Date: February 21, 2017

Item Number: _____

Resolution Number: _____

LLA14-0025 (aka PLP14-0030) Traci Tesconi



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Request By Zane Holdings, LLC, For A Lot Line Adjustment Amongst Three Parcels 134.66 acres (Lot A), 58.30 acres (Lot B), and 80 acres (Lot C); Resulting In Three Parcels 127.24 acres (Lot A), 38.97 acres (Lot B), and 107.41 acres (Lot C) In Size; For Property Located At 9680 Dry Creek Road, Healdsburg; APN's 139-060-029, -028, and -031.

Whereas, the applicant, Zane Holdings, LLC, filed an application with the Sonoma County Permit and Resource Management Department for a Lot Line Adjustment amongst three parcels 134.66 acres (Lot A-APN 139-060-029), 58.30 acres (Lot B-APN 139-060-028), and 80 acres (Lot C- APN 139-060-031); resulting in three parcels 127.24 acres (Lot A), 38.97 acres (Lot B), and 107.41 acres (Lot C). The three parcels resulted from previously approved Administrative Certificates of Compliance Administrative Certificates of Compliance PRMD (File No. PLP02-0021) recorded under OR# 2003-033112, OR#2003-033114, and OR#2003-033115. The three parcels are currently located in Agricultural Preserve 2-475 and under an existing Non-Prime (Type II) Land Conservation Act Contract recorded under Book 2603, Page 829 in 1972. The property is located at 9680 Dry Creek Road, Healdsburg; Zoned RRD (Resources and Rural Development) B6 40 acre density with the combining designations of Z (Second Dwelling Unit Exclusion), RC 50/50 (Riparian Corridor 50'/50'), SR (Scenic Resources); and LIA (Land Intensive Agriculture) B6 40 acre density with combining designations of Z (Second Dwelling Unit Exclusion), RC 50/50 (Riparian Corridor 50'/50'), SR (Scenic Resources); Supervisorial District No. 4; and

Whereas, to facilitate a Lot Line Adjustment, Government Code Section 51257 authorizes parties to a Land Conservation Contract or Contracts to mutually rescind the Contract or Contracts and simultaneously enter into three new Contracts;

Whereas, on December 13, 2011, the Board of Supervisors adopted the updated Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Uniform Rules) (Resolution No. 11-0678); and

Resolution #
February 21, 2017

Whereas, in accordance with the provisions of law, the Board of Supervisors held a public hearing on February 21, 2017, at which time all interested persons were given an opportunity to be heard; and

Whereas, the Lot Line Adjustment serves several purposes. It will adjust 7.42 acres from Lot A to Lot B to provide Lot B direct access to Dry Creek Road, eliminating the need for an access easement. It will align the property line boundary to follow School House Creek to make both parcels A and B more manageable. It will place a majority of the existing vineyard and the existing residence onto Lot B. It will adjust 27.41 acres from Lot B to Lot C to follow an existing ridgeline making these parcels more manageable. Finally it will place a greater portion of the existing access road onto Lot C to equally divide maintenance costs and reduce the road easement area. All three parcels are presently subject to one Non-Prime (Type II) Land Conservation Act Contract; and

Whereas, Government Code Section 51257 requires that the Board of Supervisors make certain findings before the existing Land Conservation Act Contract can be rescinded and replaced to facilitate a Lot Line Adjustment.

Now, Therefore, Be It Resolved, that the Board of Supervisors makes the following findings consistent with Government Code Section 51257:

1. The replacement contracts would enforce and restrict the adjusted boundaries of the three parcels for an initial term for at least as long as the unexpired term of the rescinded contracts but for not less than 10 years.
2. There is no net decrease in the amount of the acreage restricted by a contract because the total acreage restricted by contract will not change following the Lot Line Adjustment.
3. The Lot Line Adjustment results in 100 percent (100%) of the land under the original contract remaining restricted under the three, new separate Land Conservation Contracts required as a Condition of Approval for the Lot Line Adjustment.
4. After the Lot Line Adjustment, each of the resultant parcels will remain large enough to sustain its open space or agricultural use. Resultant Lot A is 127.24 acres and will each exceed the 40-acre minimum acreage requirement for a Non-Prime Open Space contract. Resultant Lot B is 38.97 acres and will exceed the 10-acre minimum acreage requirement for a Prime contract and will exceed the minimum gross income requirement of \$1,000 per acre based on the income generated by the existing vineyard located on the parcel. Resultant Lot C is 107.41 acres and will exceed the 40-acre minimum acreage requirement for a Non-Prime Open Space contract. Lot A will be devoted to a combination of open space and

agriculture use, containing a small vineyard area of 7.24 acres along the lower, roadway frontage area, with a majority of the parcel devoted to an open space use. Lot B will be devoted to combination of an agriculture and open space use. Lot C will be devoted to open space use. Currently Lot A contains a mobile home as the primary residence, and Lot B and C are undeveloped with any structures. Compatible uses may be permitted provided that they are incidental to the primary use of the land for agriculture and/or open space, listed in the County's Uniform Rules for Agricultural Preserves and meet the criteria for compatibility. "Incidental" has been defined by the County to mean compatible uses may collectively occupy no more than 15 percent of the land area or five acres whichever is less. For the resultant 38.97 acre Lot B, the 5 acre threshold would apply and the area of compatible use (residence, septic and parking areas, and driveway) is approximately .50 acres which is below the threshold.

5. The Lot Line Adjustment does not compromise the long-term agricultural productivity or open space value of the three parcels subject to contract. The Lot Line Adjustment serves several purposes: 1) adjust 7.42 acres from Lot A to Lot B to provide Lot B direct access to Dry Creek Road, eliminating the need for an access easement; 2) align the property line boundary between Lot A and Lot B to follow School House Creek to make both of these parcels more manageable; 3) move a majority of the existing vineyard and the existing residence onto Lot B; 4) adjust 27.41 acres from Lot B to Lot C to follow an existing ridgeline making these parcels more manageable; and 5) move a greater portion of the existing access road from Lot B to Lot C to equally divide maintenance costs and reduce the road easement area.
6. The Lot Line Adjustment is minor in nature and will not result in the removal of adjacent land from agricultural use. The land use and zoning designations will remain unchanged on the resultant parcels.
7. The Lot Line Adjustment does not result in a greater number of developable parcels due to the resultant parcel sizes and the General Plan and zoning designations. Conditions of Approval require that prior to recording the Grant Deed for the Lot Line Adjustment, the property owners shall submit the appropriate applications and filing fees to rescind and replace the existing contract on Lots A and C with two, new Non-Prime, Open Space Land Conservation Act Contracts; and on Lot B a new Prime Land Conservation Act Contract.

Be It Further Resolved that the Board of Supervisors hereby finds that substantial evidence in the record before it supports the above findings, and further finds that the Lot Line Adjustment meets the requirements of the above findings.

Resolution #
February 21, 2017

Be It Further Resolved that the Board of Supervisors finds that the project described in this Resolution is exempt from the requirements of the California Environmental Quality Act by virtue of Section 15305 Class 5 of Title 14 of the California Code of Regulations (CEQA Guidelines) in that the project is a Lot Line Adjustment.

Be It Further Resolved that the Board of Supervisors hereby grants the requested Lot Line Adjustment subject to the Conditions of Approval in Exhibit "A," attached hereto which includes a condition to rescind and replace the existing Non- Prime Land Conservation Act Contract with two new Non-Prime Open Space Contracts on Lots A and C, and a new Prime Contract on Lot B.

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

SONOMA COUNTY BOARD OF SUPERVISORS
Draft Conditions of Approval
EXHIBIT A

Staff:	Traci Tesconi	Date:	February 21, 2017
Applicant:	Zane Holdings, LLC	File No.:	LLA14-0025 (aka PLP14-0030)
Owner:	Same	APN:	139-060-029, -028, and -031
Address:	9680 Dry Creek Road, Healdsburg		

Project Description: Approval for a Lot Line Adjustment amongst three parcels 134.66 acres (Lot A- APN 139-060-029), 58.30 acres (Lot B- APN 139-060-028), and 80 acres (Lot C- APN 139-060-031) resulting in three parcels 127.24 acres (Lot A), 38.97 acres (Lot B), and 107.41 acres (Lot C). Th

NOTE: The three parcels result from recorded Administrative Certificates of Compliance (PLP02-0021) and under one Land Conservation Act Contract.

NOTE: These conditions must be met and the application validated within 24 months (February 14, 2019) unless a request and appropriate filing fee for a one year extension of time is received before the expiration date.

SURVEY:

- 1) An Access and Public Utility Easement and agreement between the new 'Lot C' and new 'Lot B' as shown on the site map submitted with the application shall be described as Parcel Two and be included in the legal descriptions. The location of the Access and Public Utility Easement shall follow the existing driveway as shown on the site map. The following note shall be included in the deed:

"SAID DEED IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING CONDITIONS:

PARCEL TWO easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the grantor and grantee and that all specifications of the easement shall pertain to and run with the land.

Said provision of the easement is a condition relative to approval of PLP 14-0030 and may not be altered or eliminated without the express written consent of the Permit and Resource Management Department.

The use of the area designated as an easement by the grantor shall be restricted from uses which are incompatible with proper use. This shall include structures, vehicular parking, any and all uses which would disrupt the use of said easement.

The easement shall include the rights of the grantee to do all things reasonably necessary to inspect, repair, and maintain said private access in a good and passable condition.

PLANNING:

- 2). Submit verification to Planning that taxes and/or assessments, which are a lien and termed as payable, are paid to the Treasurer-Tax Collector's Department on all parcels affected by the adjustment. The Treasurer-Tax Collector knows the amount of the tax due.
- 3). A draft description, prepared by a licensed land surveyor or civil engineer authorized to practice land surveying, showing the combination of lots or transfer of property shall be submitted to the County Surveyor for approval. The following note shall be placed on the deed or deeds. "The

purpose of this deed is for a Lot Line Adjustment for the reconfiguration of the Lands of Zane Holdings, LLC; as described by deed recorded under Document No. OR#2014-075449 Sonoma County Records, APN 139-060-029, with lands under Document No. OR#2014-093320, Sonoma County Records, APN 139-060-028, and with lands under Document No. OR#2014-075451, Sonoma County Records, APN 139-060-031; parcels of previously recorded Administrative Certificates of Compliance (PRMD File No. PLP02-0021). This deed is pursuant to on file in the office of the Sonoma County Permit and Resource Management Department. It is the express intent of the signatory hereto that the recordation of this deed extinguishes any underlying parcels or portions of parcels.” It is the responsibility of the surveyor/engineer preparing the deeds to insure that the information contained within the combination note is correct. Note: The County Surveyor may modify the above described note.

- 4). Deed of Trust agreements, which encumber only portions of accepted legal lots, are violations of the Subdivision Map Act; therefore, prior to Permit and Resource Management Department approval of the deed for recordation, the applicant shall submit either recorded documents or documents to be recorded concurrently with the lot line adjustment deeds, showing that any Deed of Trust agreements on the subject properties will conform with the adjusted lot boundaries.
- 5). After approval by the County Surveyor, a grant deed or deeds shall be prepared and submitted to the Planning Division for approval prior to recording. An approval stamp will be placed on the face of the grant deed or deeds.
- 6). A site plan map of the Lot Line Adjustment shall be prepared by a licensed surveyor or civil engineer and attached to the deed(s) to be recorded. The site plan shall be subject to the review and approval of the County Surveyor. The following note shall be placed on said plan: “THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. Any errors or omissions on this exhibit shall not affect the deed description.”
- 7). After approval by PRMD, the Grant Deeds shall be recorded and a copy of the deed or deeds shall be submitted to the Permit and Resource Management Department.
- 8). The property owners shall execute a Right-to-Farm Declaration on a form provided by PRMD to be submitted before the lot line adjustment is cleared by PRMD for recordation. The Right-to-Farm Declaration shall be recorded concurrently with the PRMD approved lot line adjustment grant deed(s) to reflect the newly configured parcels.
- 9). NOTE ON MAP: “Agricultural activities occur in the area and noise, dust, odor, smoke and pesticide use may occur and are consistent with the Sonoma County General Plan Land Use designation for the area.”
- 10). Once the LLA grant deeds have been recorded, PRMD can begin to process the request by the property owner on 5.75 acres for: 1) a General Plan Amendment from RRD (Resources and Rural Development) 40-acre density to LIA (Land Intensive Agriculture) 40-acre density designation; and 2) a Zone Change from RRD B6-40 acre density, SR (Scenic Resources), Z (Second Unit Exclusion) to LIA B6-40 acre density, SR, Z district; or other appropriate district as a condition of the Lot Line Adjustment which have already been concurrently filed under this application under file numbers GPA14-0004/ZCE14-0004 (aka PLP14-0030).
- 11). Once the LLA grand deeds have been recorded, the applicant shall file three complete applications and applicable filing fees to rescind and replace the single, existing Type II Non-Prime Land Conservation Act contract with the following new contracts:
 - a). On Lot A, an Open Space Land Conservation Act contract based on the site qualities identified in the Wildlife Habitat Study prepared by Kjeldsen Biological Consultants, dated February 2015; and submitted with PLP14-0030.

b). On Lot B, a Type I Prime Land Conservation Act contract for vineyard land and open space land.

c). On Lot C, an Open Space Land Conservation Act contract based on the site qualifies identified in the Wildlife Habitat Study prepared by Kjeldsen Biological Consultants, dated February 2015; and application currently filed under PLP14-0030. This is an At-Cost project and additional monies may be required prior to further processing.

CURTIS & ASSOCIATES

LAND SURVEYING SERVICES

805 HEALDSBURG AVENUE

HEALDSBURG, CALIFORNIA 95448

707-433-4808

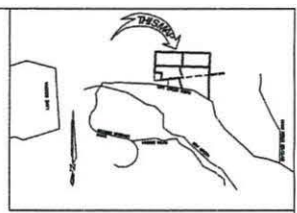
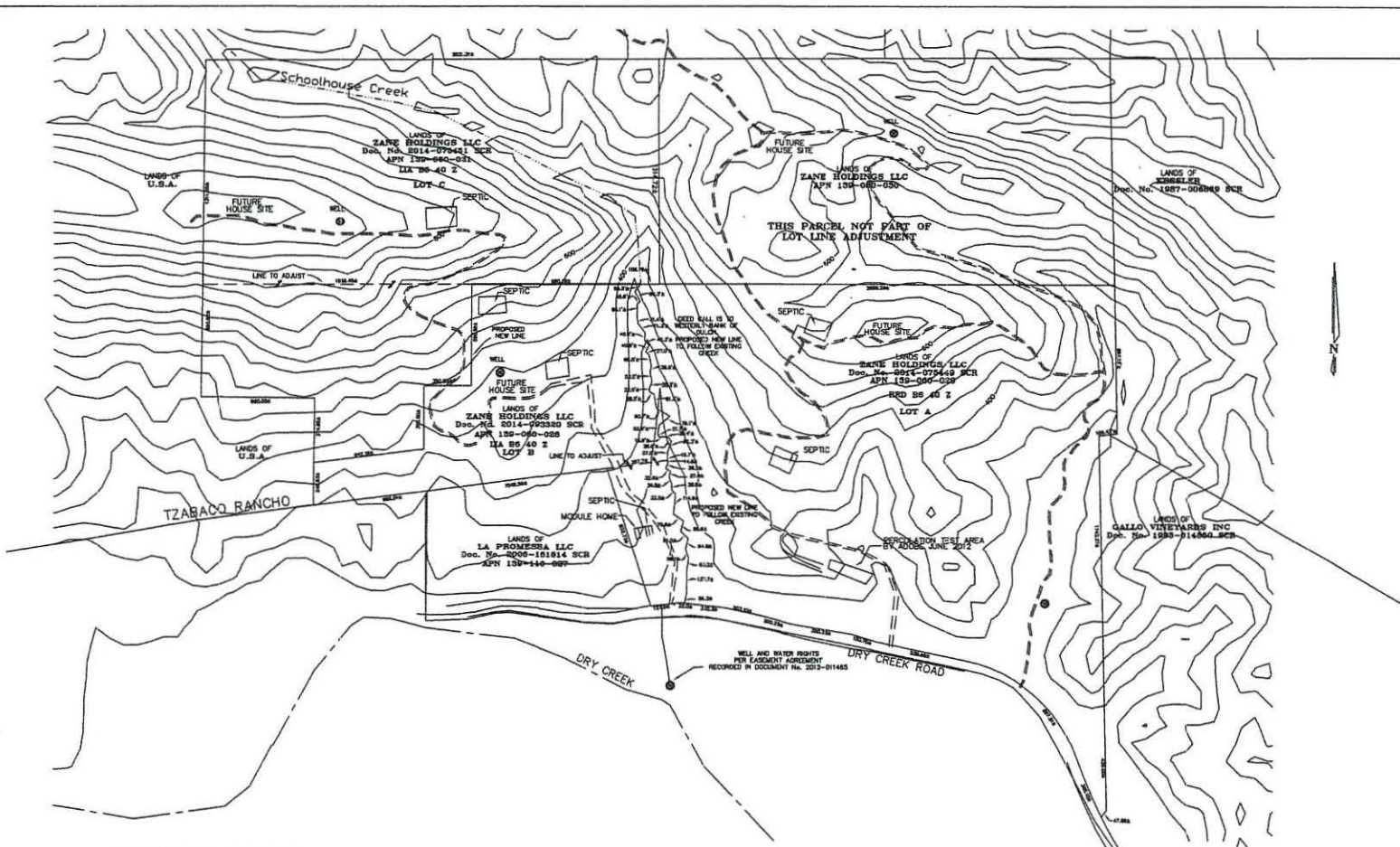
FAX 707-433-9918

December 15, 2016

2014-001

**PROPOSAL STATEMENT
FOR A LOT LINE ADJUSTMENT
FOR THE LANDS OF ZANE HOLDING, LLC
PLP14-0030**

The purpose of this Lot Line Adjustment is to adjust the property line to follow School House Creek and an existing interior fence line. The adjusted line will allow Parcel B public road access, this will also allow more of the existing access road to be on Lot C and reduce the amount of the access road under easement and will equally divide the cost of maintenance between Lot B and Lot C. Final lot sizes would be Lot A: 127.24 Acres +/-, Lot B: 38.97 Acres +/-, Lot C: 107.41 Acres +/-.



VICINITY MAP
NOT TO SCALE

LEGEND

	EXISTING LOT LINE
	PROPOSED LOT LINE
	LOT LINE TO ADJUST
	CREEK
	ROAD
	SONOMA COUNTY RECORDS
	DOCUMENT NUMBER
	ADMINISTRATIVE CERTIFICATE OF COMPLIANCE
	WELL

REVISION NOTE:
THIS MAP IS A REVISION OF THE ORIGINAL SITE MAP SUBMITTED IN 2014. LOT C WAS ADDED TO THE LOT LINE ADJUSTMENT.

PROPOSED PARCELS:

LOT "A" ZONING RRD B6 40 Z
 APN: 139-060-029 DOC. No.: 2014-075449
 9680 DRY CREEK RD
 HEALDSBURG CA, 95448
 EXISTING PARCEL SIZE 134.66 AC. ±
 PROPOSED FINAL PARCEL SIZE: 127.24 AC. ±
 OWNER: ZANE HOLDINGS LLC
 ADDRESS 1670 SOUTH MARY AVE.
 SUNNYVALE, CA 94087
 PHONE # (408) 891-0083

LOT "B" ZONING LJA B6 40 Z
 APN: PTN 139-060-028 DOC. No.: 2014-093320
 ADDRESS NONE UNINCORPORATED
 EXISTING PARCEL SIZE: 58.3 AC. ±
 PROPOSED FINAL PARCEL SIZE: 38.97 AC. ±
 OWNER: ZANE HOLDINGS LLC
 ADDRESS 1670 SOUTH MARY WAY
 SUNNYVALE CA, 94087
 PHONE # (408) 891-0083

LOT "C" ZONING LJA B6 40 Z
 APN: PTN 139-060-031 DOC. No.: 2014-075451
 ADDRESS NONE UNINCORPORATED
 EXISTING PARCEL SIZE: 80.00 AC. ±
 PROPOSED FINAL PARCEL SIZE: 107.41 AC. ±
 OWNER: ZANE HOLDINGS LLC
 ADDRESS 1670 SOUTH MARY WAY
 SUNNYVALE CA, 94087
 PHONE # (408) 891-0083

CONTOURS INTERVAL = 40'
 CONTOURS SHOWN ARE FROM A CONSUMER BASED PRODUCT.
 CURRENT ZONING RRD B6 40 Z, LJA B6 40 Z
 ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

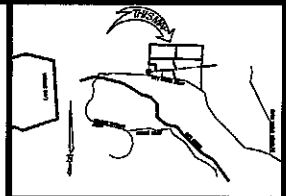
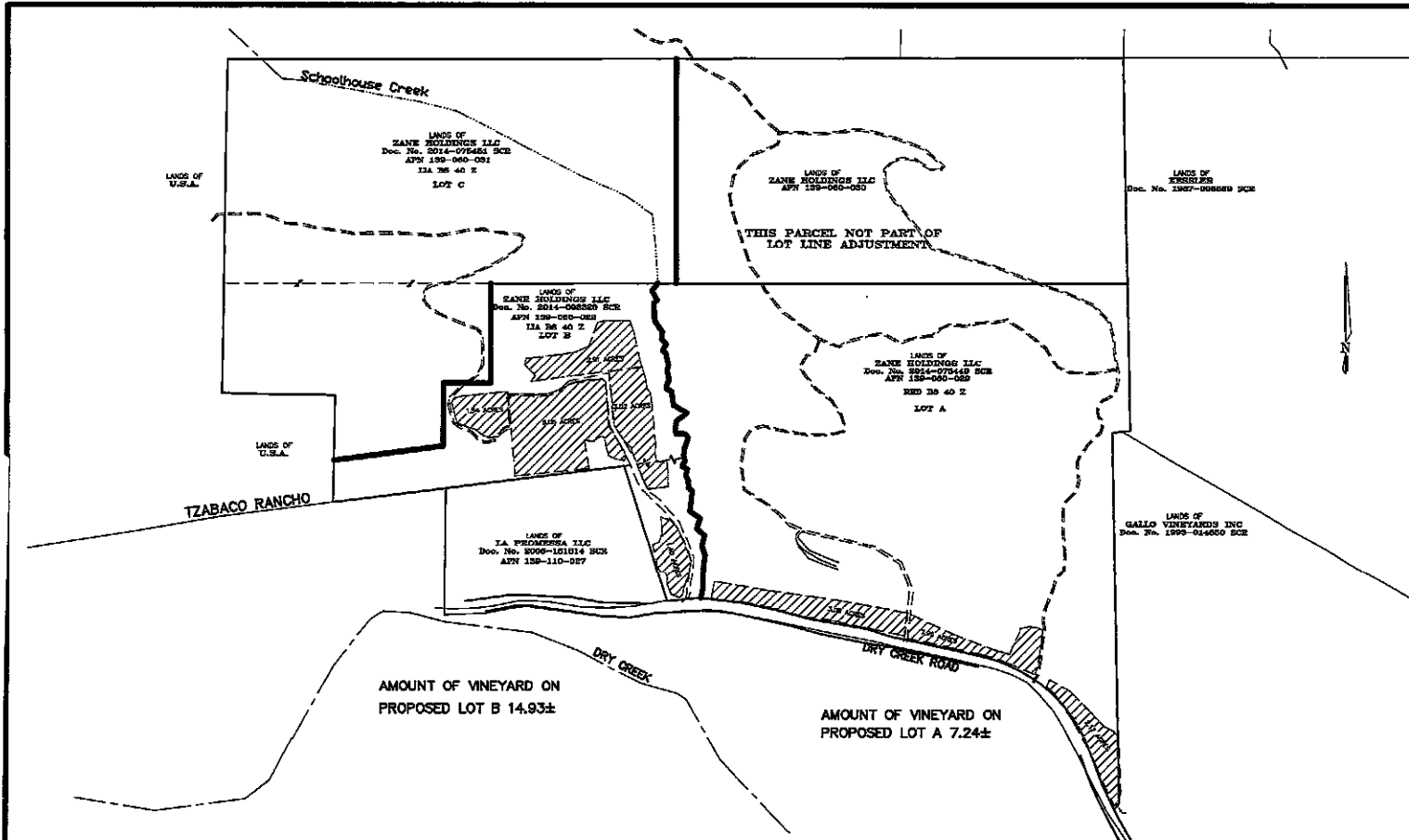
Brian Curtis 12/19/16
 BRIAN ALAN CURTIS, P.L.S. 8485
 EXP. 12/31/18



REVISED SITE MAP PLP14-0030

FOR A
 PROPOSED LOT LINE ADJUSTMENT, GENERAL PLAN AMENDMENT
 AND ZONE CHANGE
 WITHIN THE LANDS OF
 ZANE HOLDINGS LLC
 AS DESCRIBED IN DOCUMENT NUMBERS
 2014-093320, AND 2014-075449
 2014-075451 SONOMA COUNTY RECORDS
 COUNTY OF SONOMA · STATE OF CALIFORNIA
 SCALE: 1" = REDUCED NOVEMBER, 2016

CURTIS & ASSOCIATES
 805 HEALDSBURG AVE. · HEALDSBURG, CA 95448 · (707) 433-4808
 A.P.N. 139-060-028 & PTN 139-060-029 SHEET 1 OF 1 | 14-001
 A.P.N. 139-060-031



VICINITY MAP
NOT TO SCALE

- LEGEND**
- EXISTING LOT LINE
 - PROPOSED LOT LINE
 - - - - - LOT LINE TO ADJUST
 - - - - - CREEK
 - == ROAD
 - ▨ VINEYARD
 - SR SONOMA COUNTY RECORDS
 - Doc. No. DOCUMENT NUMBER
 - ACC DOC No. ADMINISTRATIVE CERTIFICATE OF COMPLIANCE
 - WELL

AMOUNT OF VINEYARD ON
PROPOSED LOT B 14.93±

AMOUNT OF VINEYARD ON
PROPOSED LOT A 7.24±

PROPOSED PARCELS:

LOT "A" ZONING RRD B6 40 Z
 APN: 139-080-029 DOC. No.: 2014-075449
 9680 DRY CREEK RD
 HEALDSBURG CA 95448
 EXISTING PARCEL SIZE 134.66 AC. ±
 PROPOSED FINAL PARCEL SIZE 127.24 AC. ±
 OWNER: ZANE HOLDINGS LLC
 ADDRESS 1670 SOUTH MARY AVE.
 SUNNYVALE, CA 94087
 PHONE # (408) 891-0083

LOT "B" ZONING LIA B6 40 Z
 APN: PTN 139-060-028 DOC. No.: 2014-093320
 ADDRESS NONE UNINCORPORATED
 EXISTING PARCEL SIZE: 58.3 AC. ±
 PROPOSED FINAL PARCEL SIZE: 38.97 AC. ±
 OWNER: ZANE HOLDINGS LLC
 ADDRESS 1670 SOUTH MARY WAY
 SUNNYVALE CA, 94087
 PHONE # (408) 891-0083

LOT "C" ZONING LIA B6 40 Z
 APN: PTN 139-060-031 DOC. No.: 2014-075451
 ADDRESS NONE UNINCORPORATED
 EXISTING PARCEL SIZE: 80.00 AC. ±
 PROPOSED FINAL PARCEL SIZE: 107.41 AC. ±
 OWNER: ZANE HOLDINGS LLC
 ADDRESS 1670 SOUTH MARY WAY
 SUNNYVALE CA, 94087
 PHONE # (408) 891-0083

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

VINEYARD SITE MAP PLP14-0030
 FOR A
 PROPOSED LOT LINE ADJUSTMENT, GENERAL PLAN AMENDMENT
 AND ZONE CHANGE
 WITHIN THE LANDS OF
 ZANE HOLDINGS LLC
 AS DESCRIBED IN DOCUMENT NUMBERS
 2014-093320, AND 2014-075449
 2014-075451 SONOMA COUNTY RECORDS
 COUNTY OF SONOMA STATE OF CALIFORNIA
 SCALE: 1" = 300' JANUARY, 2017

CURTIS & ASSOCIATES
 805 HEALDSBURG AVE. HEALDSBURG, CA 95448 • (707) 433-6900
 A.P.N. 139-060-028 & PTN 139-060-029 SHEET 1 OF 1 14-081
 A.P.N. 139-060-031

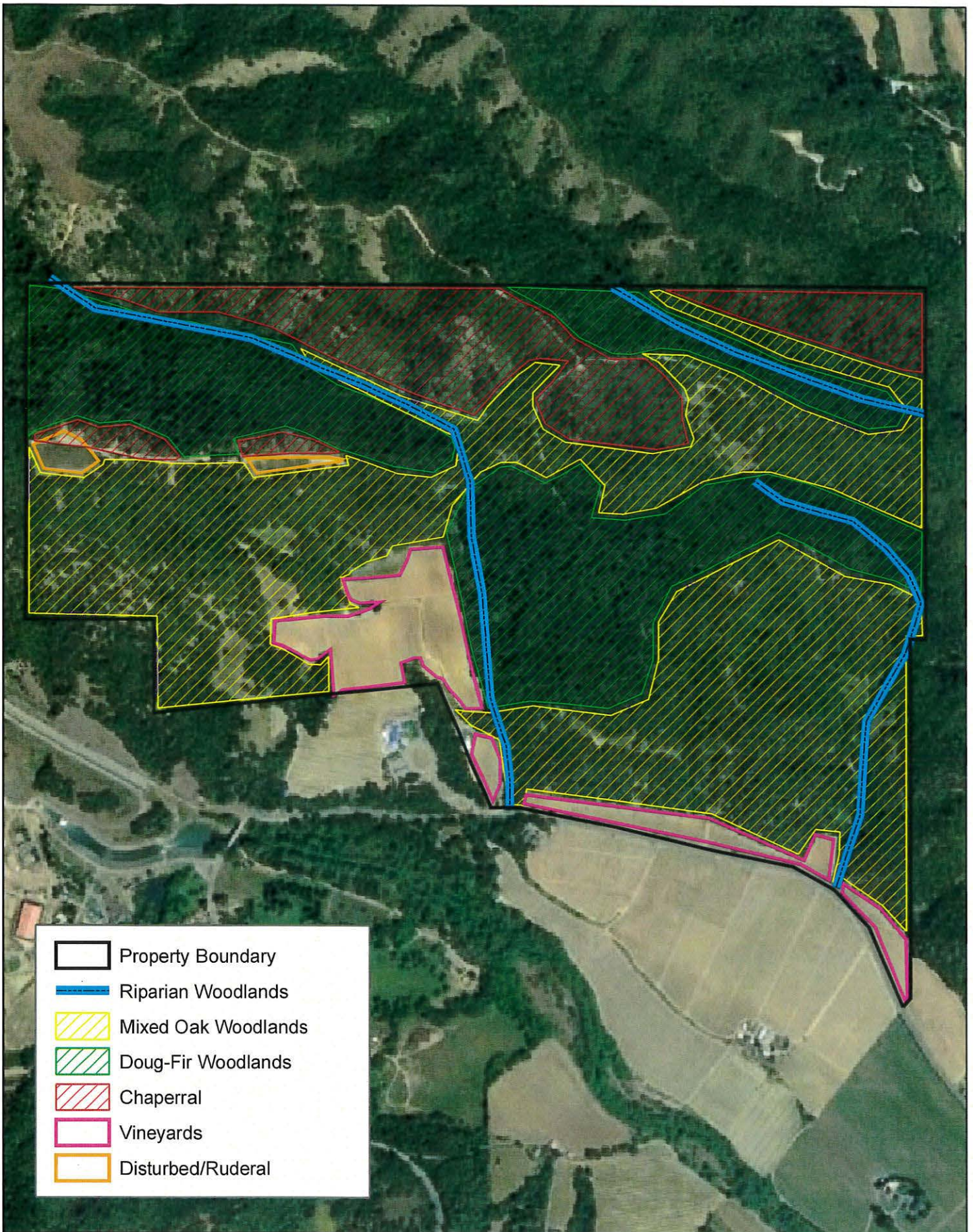


Plate IV. General Wildlife Habitat Types

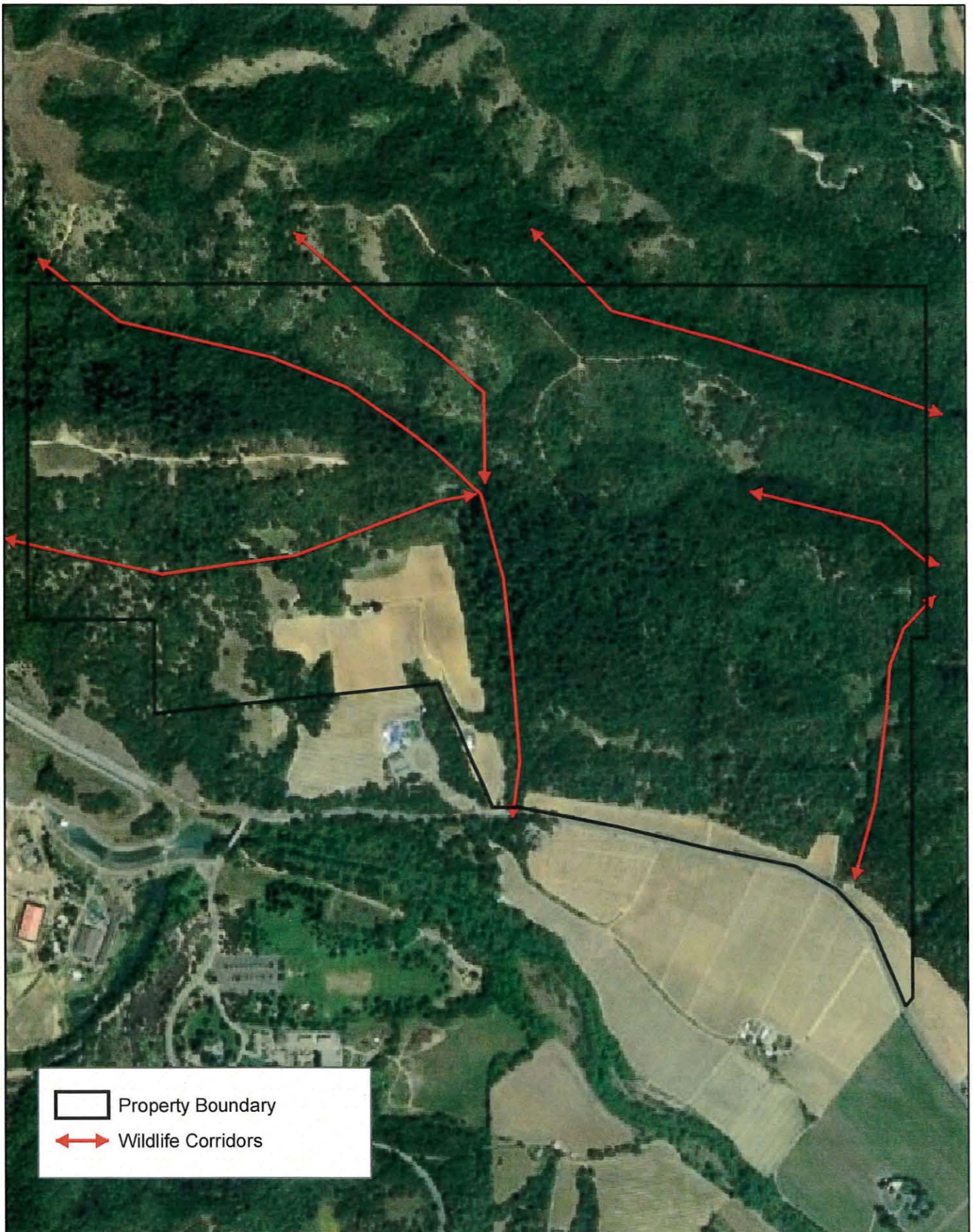


Plate III. Aerial Photo / Wildlife Corridors

COUNTY ASSESSOR'S PARCEL MAP

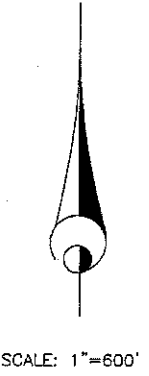
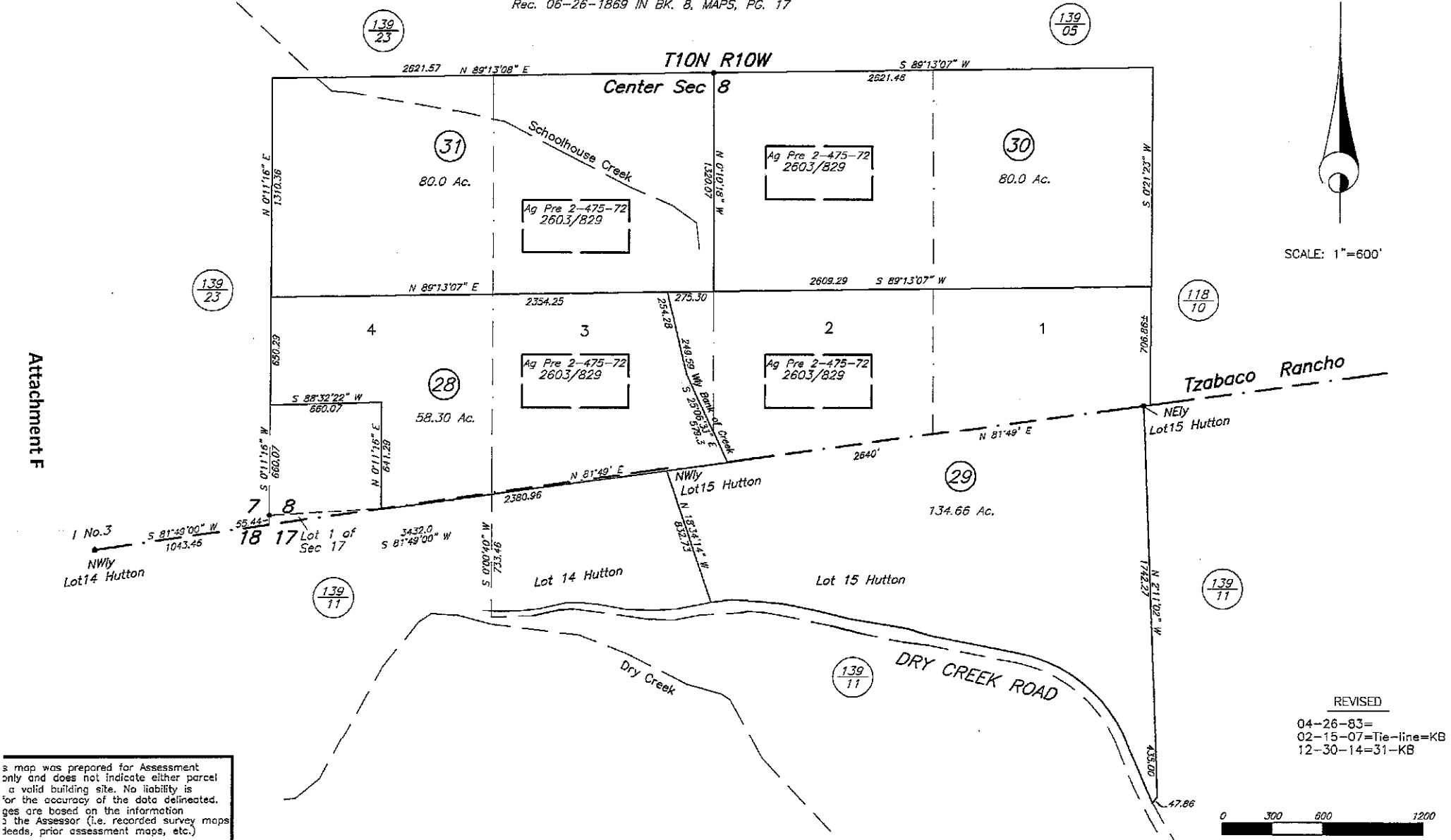
Ptn. Plat of Tzabaco Rancho

Surveyors Hutton and Spurr

Rec. 06-26-1869 IN BK. 8, MAPS, PG. 17

TAX RATE AREA
87-008

139-



Attachment F

This map was prepared for Assessment only and does not indicate either parcel or a valid building site. No liability is for the accuracy of the data delineated. Bearings are based on the information of the Assessor (i.e. recorded survey maps, feeds, prior assessment maps, etc.)

Assessor's parcels do not necessarily equal legal lots. To verify legal parcel status, consult the appropriate city or county by development or planning division.

REVISED
04-26-83=
02-15-07=Tie-line=KB
12-30-14=31-KB



Assessor's Map Bk. 139, Pg. 0
Sonoma County, Calif. (ACA)

KEY 12-30-14 KB



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 17
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Melinda Grosch 707-565-2397

Supervisorial District(s):

Fourth

Title: Lot Line Adjustment, Louis J Foppiano Ranches Inc. and Foppiano Wine Co.; LLA16-0016.

Recommended Actions:

Adopt a Resolution and Conditions of Approval for a Lot Line Adjustment between two parcels one subject to a Land Conservation Act Contract, for property located at 12521 and 12707 Old Redwood Highway, Healdsburg; APNs 086-110-023 and 086-110-022.

Executive Summary:

This Lot Line Adjustment requires Board of Supervisors approval because of the existing Land Conservation Act Contract. Lot Line Adjustments are normally approved administratively by the Permit and Resource Management Department or by the Project Review and Advisory Committee. The Lot Line Adjustment is being undertaken to resolve the issue of a building encroaching on a property boundary. After the adjustment both parcels will be the same size as they are currently. Only one of the two parcels is under a Land Conservation Contract (APN: 086-110-023).

Discussion:

Project Description:

This is a request for a Lot Line Adjustment between two parcels, 57.44± ac and 3.66± ac in size, resulting in parcels measuring 57.44± ac and 3.66± ac in size. The purpose of this Lot Line Adjustment is to move the parcel line for APN 086-110-022 approximately 20 feet west of its current location to clear an existing barrel storage building that is encroaching on the property line. A corresponding move of the parcel 20 feet east just south of the building's location will result in an even exchange of approximately 1,900 square feet of land between the two parcels. One parcel is under a Prime Land Conservation Act Contract and the other is not. A recommended condition of approval requires that the existing Land Conservation Act Contract be rescinded and replaced per the *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Uniform Rules)*.

Background:

The lot under contract is currently located in Agricultural Preserve 1-270 established in 1971. The property is planted in vineyards. The adjoining parcel is under the same ownership and is planted in

vineyard and developed with a winery with tasting. One of the winery buildings has a small encroachment onto the vineyard parcel to the west. The lot line adjustment will resolve this encroachment issue without changing the total size of either parcel.

The parcel number APN 086-110-023 is actually two separate lots. The Assessor combined the assessment numbers at some point; probably during the late 1970's. The parcels were never formally merged so it is still comprised of two lots; one of 57.44 acres and one of 74.26 acres. The Land Conservation Act Contract rescind and replace action will require that each separate legal parcel be under its own individual contract. At this time all legal parcels under the contract will qualify for individual contracts.

Project Location and Zoning:

The project site is located on Old Redwood Highway approximately a half mile south of the City of Healdsburg near the intersection of Limerick Lane and Old Redwood Highway. Lot A is developed with a barn and other outbuildings used in the vineyard operation. They occupy about 0.75 acres of the parcel. Lot B is developed with the winery and is planted in vineyards.

Both parcels are zoned LIA (Land Intensive Agriculture) 60-acres/dwelling unit density with the combining designations: Z (Second Dwelling Unit Exclusion), RC 50/50 (Riparian Corridor 50'/50'), RC 200/100 (Riparian Corridor 200'/100'), SR (Scenic Resources), and VOH (Valley Oak Habitat).

Land Conservation Act:

To facilitate a Lot Line Adjustment, Government Code Section 51257 permits the contracting parties to rescind the existing contracts and simultaneously enter into new contracts if the required findings can be made. Staff has determined the Lot Line Adjustment can meet the required findings as described in the Resolution.

Staff Recommendation:

Staff recommends the Board find the project consistent with Government Code Section 51257 and approve the proposed Lot Line Adjustment subject to the attached Conditions of Approval. Lot A will continue to be devoted to vineyards, a qualifying agricultural use. Conditions of Approval require that prior to recording the Grant Deeds for the Lot Line Adjustment, the property owners must submit the appropriate applications and filing fees to rescind and replace the existing contract with a new prime (Type I) Land Conservation Act Contract.

Prior Board Actions:

On December 13, 2011, the Board approved the *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones* (Resolution No. 11-0678).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Board of Supervisors has endorsed the continuation of the County's agricultural preserve program to preserve a maximum amount of the limited supply of agricultural, open space, scenic, and critical habitat lands within the county, to discourage premature and unnecessary conversion of such lands to urban land uses, to promote vitality in the agricultural economy, and to ensure an adequate, varied, and healthy supply of food and fiber for current and future generations. The purpose of the Lot Line

Adjustment is to resolve a building encroaching on the property boundary. In addition, the rescission and replacement of Land Conservation contract for the subject parcel will facilitate further agricultural investment and support agricultural viability and help preserve open space land in Sonoma County.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

None. The applicant pays for the costs of processing the application. One of the subject parcels is currently under a Land Conservation Act Contract and after the Lot Line Adjustment the reconfigured parcel will be under a replacement contract, so no new fiscal impacts result from this action. The contract does allow the property owner to pay a reduced property tax assessment based upon the value of the agricultural uses rather than the land value under Proposition 13. This results in a reduction in the County's share of property tax revenue for each parcel under a Land Conservation Act Contract. The amount of this reduction for an individual contract depends on parcel-specific variables including the Proposition 13 status of the land and the value of the agricultural crop, and is determined annually by the Assessor's office.

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:

Draft Board of Supervisors Resolution with Exhibit A: Conditions of Approval

Attachment A: Proposal Statement

Attachment B: Assessor's Parcel Map

Attachment C: Lot Line Adjustment Site Plan

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

Full Sized Lot Line Adjustment Site Plan



County of Sonoma
State of California

Date: February 21, 2017

Item Number: _____

Resolution Number: _____

LLA16-0016 Melinda Grosch



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Request By Foppiano Ranches Et Al For A Lot Line Adjustment Between Two Legal Parcels Of 57.44 Acres (Lot A) And 3.66 Acres (Lot B), Resulting In Two Parcels Of 57.44 Acres (Lot A) And 3.66 Acres (Lot B) With Lot A Subject To A Land Conservation Act Contract For Property Located At 12521 And 12707 Old Redwood Highway, Healdsburg; APN's 086-110-023 And 086-110-022.

Whereas, the applicant, Foppiano Ranches Et Al, filed an application with the Sonoma County Permit and Resource Management Department for a Lot Line Adjustment between two legal parcels of 57.44 acres (Lot A) and 3.66 acres (Lot B), resulting in two parcels of 57.44 acres (Lot A) and 3.66 acres (Lot B); Lot A is subject to a Land Conservation Act Contract; for property located at 12521 And 12707 Old Redwood Highway, Healdsburg; APN's 086-110-023 And 086-110-022; Zoned LIA (Land Intensive Agriculture) 60-acres/dwelling unit density with the combining designations: Z (Second Dwelling Unit Exclusion), RC 50/50 (Riparian Corridor 50'/50'), RC 200/100 (Riparian Corridor 200'/100'), SR (Scenic Resources), and VOH (Valley Oak Habitat); Supervisorial District No. 4; and

Whereas, to facilitate a Lot Line Adjustment, Government Code Section 51257 authorizes parties to a Land Conservation Contract or Contracts to mutually rescind the Contract or Contracts and simultaneously enter into a new Contract or Contracts;

Whereas, on December 13, 2011, the Board of Supervisors adopted the updated *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Uniform Rules)* (Resolution No. 11-0678); and

Whereas, in accordance with the provisions of law, the Board of Supervisors held a public hearing on February 21, 2017 at which time all interested persons were given an opportunity to be heard; and

Whereas, the purpose of the Lot Line Adjustment is to adjust property lines to resolve a barrel storage building encroachment and only Lot A is subject to a Prime Land Conservation Act Contract; and

Whereas, Government Code Section 51257 requires that the Board of Supervisors make certain findings before existing Land Conservation Act Contracts may be rescinded and replaced to facilitate a Lot Line Adjustment.

Now, Therefore, Be It Resolved that the Board of Supervisors makes the following findings pursuant to with Government Code Section 51257:

1. The replacement contract would enforce and restrict the adjusted boundaries of the vineyard parcel for an initial term for at least as long as the unexpired term of the rescinded contract but for not less than 10 years.
2. There is no net decrease in the amount of the acreage restricted by a contract.
3. After the Lot Line Adjustment at least 90% of the acreage under contract will be covered under the new contract. There will be an exchange of land between the contracted and non-contracted land which will result in the same amount of land being under contract as was originally under contract. Inclusion of the un-contracted land in the new Non-Prime Contract is required as a Condition of Approval for the Lot Line Adjustment.
4. After the Lot Line Adjustment, the resultant parcel will remain large enough to sustain its agricultural use (vineyard). Resultant Lot A will exceed the 10-acre minimum acreage requirement for a Prime Contract and it will exceed the minimum gross annual income requirement of \$1,000 per acre of vineyard land and will be devoted to agriculture with any non-agricultural uses to be compatible with the agricultural use.
5. The Lot Line Adjustment does not compromise the long-term agricultural productivity of the parcels subject to contract. The purpose of the Lot Line Adjustment is to reconfigure the lots to resolve a building encroaching on a property line. Lot A will continue to be in compliance with the Land Conservation Act because it will be under a new Prime Land Conservation Act Contract and over 90% of the parcel will continue to be planted in vines with a gross income of at least \$1,000.00 per acre per year.
6. The Lot Line Adjustment is minor in nature and will not result in the removal of adjacent land from agricultural use. The land use and zoning designations on all parcels will continue to be Land Intensive Agriculture, 60 acres per dwelling unit.
7. The Lot Line Adjustment does not result in a greater number of developable parcels due to a new Land Conservation Contract and the General Plan and zoning designations. Conditions of Approval require that prior to recording the

Grant Deeds for the Lot Line Adjustment, the property owner shall submit the appropriate applications and filing fees to rescind and replace the existing contract with a new Prime Land Conservation Act Contract.

Be It Further Resolved that the Board of Supervisors hereby finds that substantial evidence in the record before it supports the above findings, and further finds that the Lot Line Adjustment meets the requirements of the above findings.

Be It Further Resolved that the Board of Supervisors finds that the project described in this Resolution is exempt from the requirements of the California Environmental Quality Act by virtue of Section 15305 Class 5 of Title 14 of the California Code of Regulations (CEQA Guidelines) in that the project is a Lot Line Adjustment.

Be It Further Resolved that the Board of Supervisors hereby grants the requested Lot Line Adjustment subject to the Conditions of Approval in Exhibit "A," attached hereto which includes a condition to rescind and replace the existing Prime Land Conservation Act Contract on Lot A with a new individual contract on resultant Lot A.

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Supervisors:

Gorin:	Rabbitt:	Gore:	Hopkins:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

So Ordered.

SONOMA COUNTY BOARD OF SUPERVISORS

Exhibit A to Resolution

Conditions of Approval

Date:	February 21, 2017	File No.:	LLA16-0016
Staff:	Melinda Grosch	APN:	086-110-023 and 086-110-022
Applicant:	Louis J. Foppiano Ranches, Inc.	Address:	12521 and 12707 Old Redwood Highway, Healdsburg
Owner:	Louis J. Foppiano Ranches, Inc. and L. Foppiano Wine Company		

Project Description: Request for a Lot Line Adjustment between two parcels of 57.44 acres and 3.66 acres resulting in two parcels of 57.44 acres (Lot A) and 3.66 acres (Lot B). Lot A is subject to a Land Conservation Act Contract.

NOTE: Amendments and changes to approved Lot Line Adjustment conditions may be considered by the Board of Supervisors at a later date if additional information justifies the changes and does not increase the intensity of use approved by the original approval. The Director of the Permit and Resource Management Department will determine if a public hearing is necessary and if additional fees are required.

NOTE: These conditions must be met and the application validated within 24 months (February 21, 2019) unless a request for a one-year extension of time is received before the expiration date.

To be Reviewed and Approved by the County Surveyor:

1. A draft description, prepared by a licensed land surveyor or civil engineer authorized to practice land surveying, showing the combination of lots or transfer of property shall be submitted to the County Surveyor for approval. The following note shall be placed on the deed or deeds. "The purpose of this deed is for a Lot Line Adjustment between of the Lands of Louis J. Foppiano Ranches, Inc., Book 2205 of Official Records, Page 737, Sonoma County Records, APN 086-110-023 (portion) and the Lands of L. Foppiano Wine Company, Book 2274 of Official Records, Page 383 and Book 696 of Official Records, Page 105, Sonoma County Records, APN 086-110-022. This deed is pursuant to LLA16-0016 on file in the office of the Sonoma County Permit and Resource Management Department. It is the express intent of the signatories hereto that the recordation of this deed extinguishes any underlying parcels or portions of parcels." It is the responsibility of the surveyor/engineer preparing the deeds to insure that the information contained within the combination note is correct. Note: The County Surveyor may modify the above described note.
2. A Site Plan Map of the Lot Line Adjustment shall be prepared by a licensed surveyor or civil engineer and attached to the deed(s) to be recorded. The Site Plan shall be subject to the review and approval of the County Surveyor. The following note shall be placed on said plan:

"THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. Any errors or omissions on this exhibit shall not affect the deed description."

To be Reviewed and Approved by the Project Review Planner:

3. Submit verification to Permit and Resource Management Department that taxes, which are a lien and termed as payable, are paid to the Treasurer/Tax Collector's Department on all parcels affected by the adjustment. The Treasurer/Tax Collector knows the amount of the tax due.

4. Prior to the Permit and Resource Management Department stamping the grant deed(s) for the Lot Line Adjustment the property owner(s) shall execute a Right-to-Farm Declaration on a form provided by the Permit and Resource Management Department (PRMD) to be submitted before the Lot Line Adjustment is cleared by Permit and Resource Management Department for recordation. The Right-to-Farm Declaration shall be recorded concurrently with the Permit and Resource Management Department approved Lot Line Adjustment grant deed(s) to reflect the newly configured parcels.
5. Prior to Permit and Resource Management Department stamping the grant deed(s) for the Lot Line Adjustment, the property owners of Lot A shall submit all application materials and applicable filing fees to rescind and replace the existing Prime Land Conservation Act Contract and a revision to the Agricultural Preserve boundaries. Once the Lot Line Adjustment grant deeds are recorded, Permit and Resource Management Department can proceed with processing the contract and Agricultural Preserve modification.
6. After approval of the deed description by the County Surveyor, a grant deed or deeds shall be prepared with all attachments such as the Site Plan listed in Condition #2 above.
7. Deeds of Trust agreements, which encumber only portions of accepted legal lots, are violations of the Subdivision Map Act; therefore, prior to the Permit and Resource Management Departments approval of the deeds for recordation, the applicant(s) shall submit either recorded documents or documents to be recorded concurrently with the Lot Line Adjustment deeds, showing that any Deed of Trust agreements on the subject properties will conform with the adjusted lot boundaries.
8. The packet containing all documents to be recorded shall be submitted to the Permit and Resource Management Department, Project Review for approval prior to recording. The approval will be noted by the planner placing a stamp on the front of the deeds to be recorded.
9. After approval by Project Review the grant deeds shall be recorded and a copy of the deed or deeds shall be submitted to the Permit and Resource Management Department.

CURTIS & ASSOCIATES

SURVEYING – ENGINEERING

805 HEALDSBURG AVENUE

HEALDSBURG, CALIFORNIA 95448

707-433-4808

FAX 707-433-9918

August 13, 2015
2011-047

PROPOSAL STATEMENT FOR A LOT LINE ADJUSTMENT

The purpose of this Lot Line Adjustment is to move the line to clear an existing building. The resulting application will not increase nor decrease the existing acreages which are 57.44 acres and 3.66 acres in size.

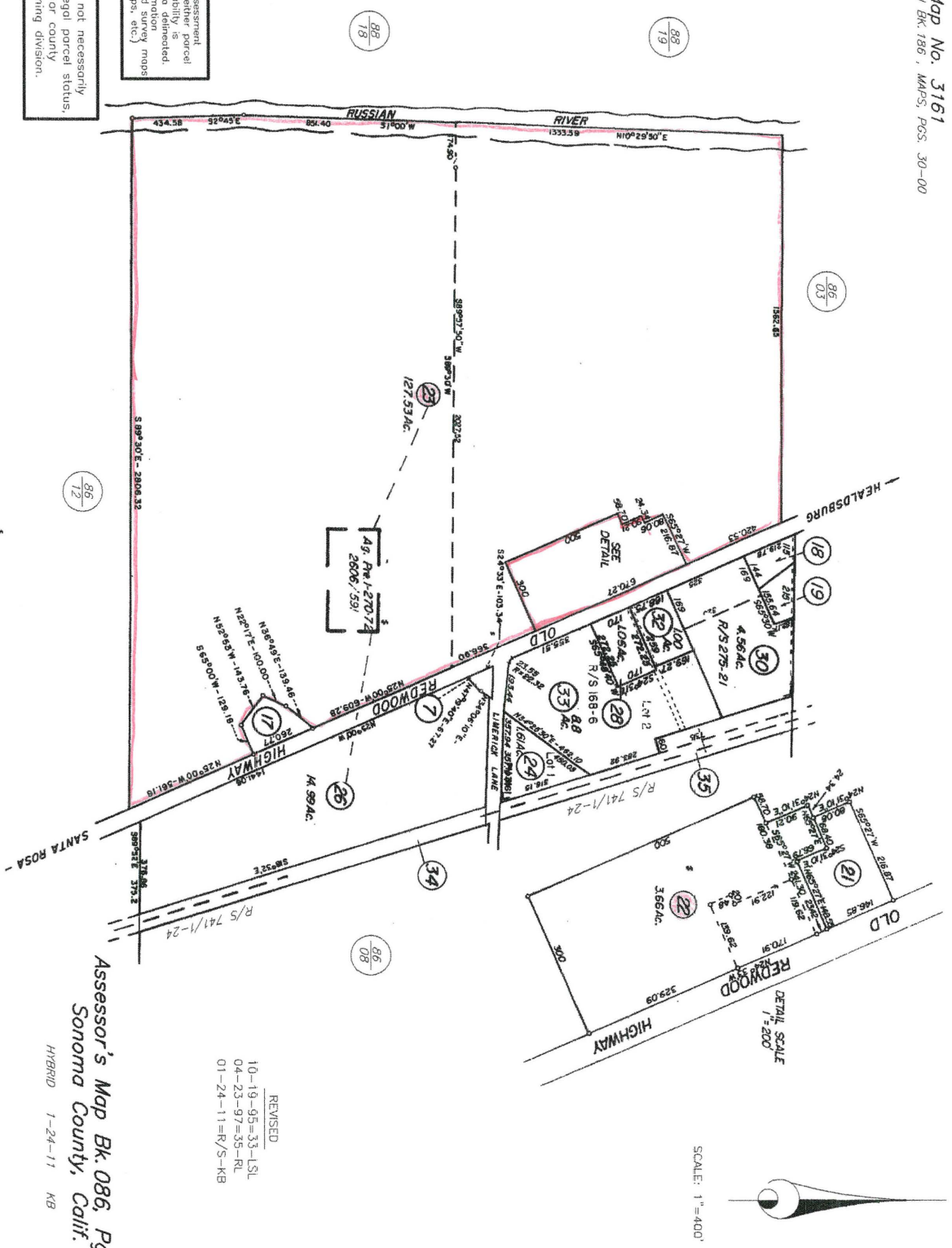
COUNTY ASSESSOR'S PARCEL MAP

Satyame Rancho

TAX RATE AREA
97-003

86-11

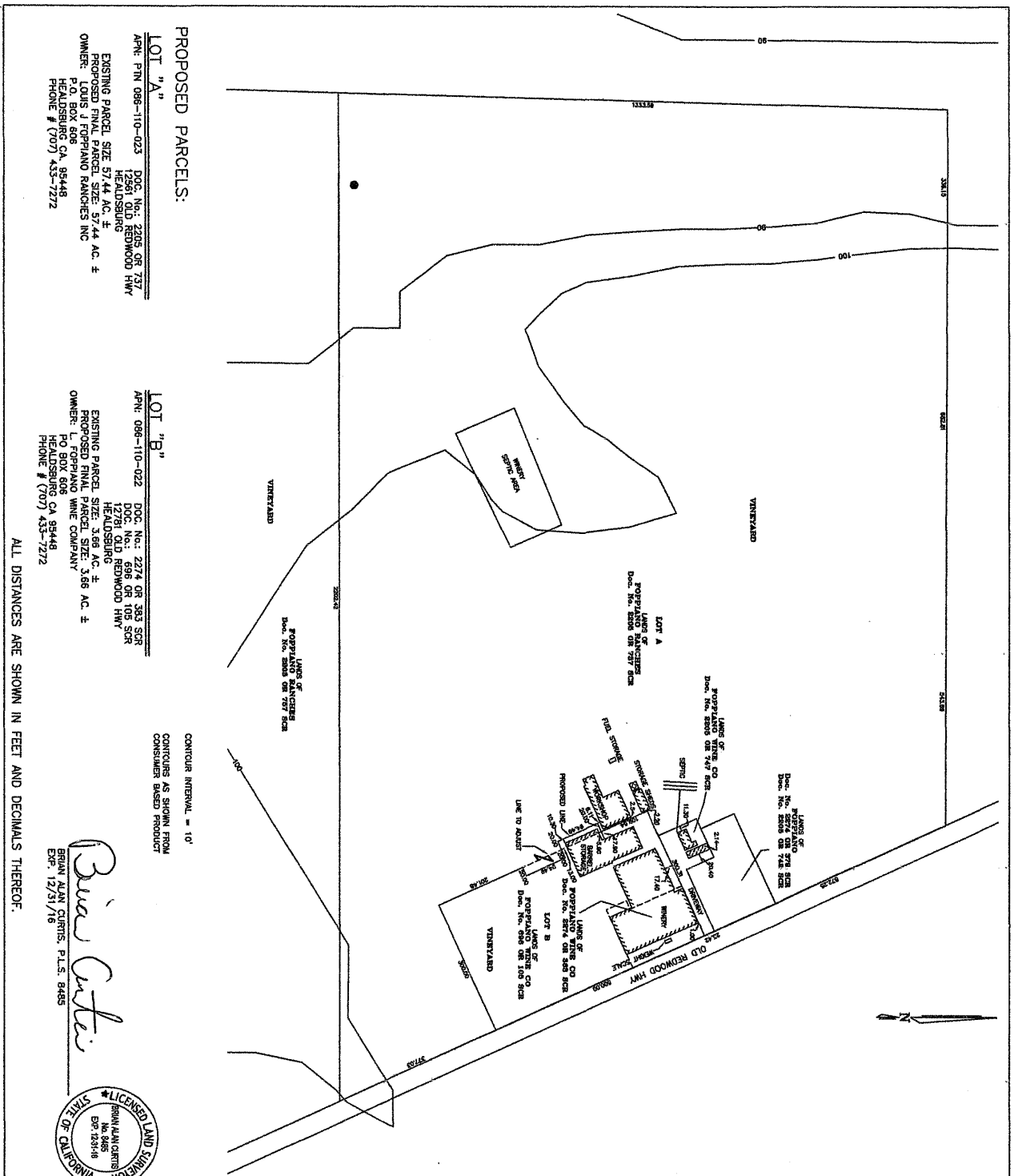
Parcel Map No. 3161
REC. 01-30-1973 IN BK. 186, MAPS. PGS. 30-00



NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the information supplied to the Assessor (i.e., recorded survey maps, recorded deeds, prior assessment maps, etc.).

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

Assessor's Map Bk. 086, Pg. 11
Sonoma County, Calif. (ACAD)
HYBRID 1-24-11 KB



PROPOSED PARCELS:

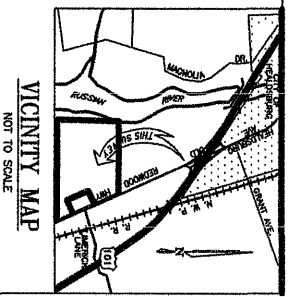
LOT "A"
 APN: PTN 086-110-023 DOC. NO.: 2206 OR 731
 1296 N. REDWOOD HWY
 HEADSULUNG
 EXISTING PARCEL SIZE 57.44 AC. ±
 PROPOSED FINAL PARCEL SIZE: 57.44 AC. ±
 OWNER: LOUIS J FOPPIANO RANCHES INC
 P.O. BOX 808 CA 95448
 PHONE # (707) 433-7272

LOT "B"
 APN: 086-110-022 DOC. NO.: 2274 OR 383 SR
 12781 OLD REDWOOD HWY
 HEADSULUNG
 EXISTING PARCEL SIZE 3.69 AC. ±
 PROPOSED FINAL PARCEL SIZE: 3.69 AC. ±
 OWNER: L. FOPPIANO WINE COMPANY
 HEADSULUNG CA 95448
 PHONE # (707) 433-7272

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

CONTOUR INTERVAL = 10'
 CONTOURS AS SHOWN FROM
 CONSIDERS BASED PRODUCT

Brian Curtis
 BRIAN ALAN CURTIS, P.L.S. 9489
 EXP: 12/31/19



- LEGEND**
- ▨ BUILDING AS INDICATED
 - ▬ PROPOSED LANE OF ADJUSTMENT
 - ▬ PROPERTY LINE TO ADJUST
 - ▬ EXISTING PROPERTY LINE
 - ▬ SONOMA COUNTY RECORDS
 - WELL RECORDS
 - SONOMA COUNTY RECORDS
 - Doc. No. DOCUMENT NUMBER

**LOT LINE ADJUSTMENT
 SITE MAP**

FOR A
 PROPOSED LOT LINE ADJUSTMENT BETWEEN THE LOTS OF
 LOUIS J FOPPIANO RANCHES INC
 AS DESCRIBED IN DOCUMENT NUMBER
 2205 OR 757, SONOMA COUNTY RECORDS
 AND
 L. FOPPIANO WINE CO
 A CALIFORNIA CORPORATION
 AS DESCRIBED IN DOCUMENT NUMBER
 2274 OR 383, SONOMA COUNTY RECORDS
 LOCATED IN THE SOTOLOME RANCHO,
 COUNTY OF SONOMA STATE OF CALIFORNIA
 SCALE: 1" = REDUCED
 MARCH, 2016
CURTIS & ASSOCIATES
 269 HEADSULUNG AVE., HEADSULUNG, CA 95448 · (707) 433-4838
 APN: 086-110-023 086-110-022 SHEET 1 OF 11-047



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 18
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management Department (Permit Sonoma), Sonoma County Department of Health Services, Sonoma County Fire and Emergency Services Department, Agricultural Commissioner's Office, and the Community Development Commission.

Staff Name and Phone Number:

Rob Spaulding 565-3723

Supervisorial District(s):

Title: Administrative Hearing Officer Service Contracts

Recommended Actions:

Authorize the Directors of the Permit and Resource Management Department, Sonoma County Department of Health Services, Sonoma County Fire and Emergency Services Department, the Agricultural Commissioner and the Executive Director of the Community Development Commission to execute five agreements with selected attorneys to provide hearing officer services on an as-needed basis, in an amount not to exceed \$50,000 per contract per year.

Executive Summary:

The Permit and Resource Management Department (Permit Sonoma) utilizes the services of Administrative Hearing Officers in connection with administrative matters where violations of the Sonoma County Code have been alleged or where the County has received a request for a hearing. These include nuisance abatement actions, abandoned vehicle abatement, environmental health laws, or violations of building, zoning, grading, drainage, storm water, encroachment and well and septic laws and regulations.

Discussion:

Historically, Permit Sonoma has administered the hearing officer program on behalf of itself and other County departments and agencies. The following additional County departments and agencies and their needs are also included in the contracts:

1. **Department of Health Services, Environmental Health Division**-Solid waste laws and medical waste management regulations

2. **Fire and Emergency Services Department, Fire Prevention Division**-State and Local fire safety standards
3. **Department of Agricultural Weights and Measures, Agricultural Division**-Vineyard and orchard development
4. **Community Development Commission**-Mobile Home Space Rent Stabilization Regulations

The current pool of available hearing officers has become very limited because these services have not been requested for more than ten years. To address the need for a qualified pool of Hearing Officers, Permit Sonoma conducted a standard Request for Qualifications (RFQ) for these services on the County’s Purchasing portal which posted from February 18, through March 9, 2016. Unfortunately, only two submittals were received-one from an existing Hearing Officer, and the other did not meet the minimum qualifications.

A second RFQ posted from May 16 through June 9, 2016. Further outreach was conducted and five Statements of Qualifications were received (one additional contract, for Ira Lowenthal, was received outside of the purchasing portal). A committee of outside attorneys reviewed, evaluated, ranked and qualified the five candidates as local service providers per the County’s Local Preference Policy. All five were selected and offered contracts. Subsequently, one of the five withdrew.

The contracts and terms included in this request are with the following individuals:

- Vanessa Aching Davenport – 11/01/2016 -10/31/2020;
- Michael E. Gogna – 12/01/2016-11/30/2021;
- Simas & Associates – 12/01/2016-11/30/2021;
- Charles J. Tarr – 12/01/2016-11/30/2021; and
- Ira Lowenthal – 11/01/2016-10/31/2020.

While the start dates of the contracts are backdated, none of the contract work has begun. Staff has staggered the contract terms so that the County does not lose all hearing officers at the same time. Further attention must be given to rotate the calendar of officers so as not to exhibit bias, pursuant to the California Supreme Court’s decision in *Haas v. County of San Bernardino, 27 Cal.4th 1017 (2002)*.

Permit Sonoma staff have taken the responsibility of contacting and tracking each hearing officer’s schedule and has developed an inter-departmental procedure to ensure fairness in rotation, as well as confirming that no one contract shall exceed \$50,000 in a one-year period.

Prior Board Actions:

- 06/20/03-Adopted Ordinance 5425-which amended Section 2-33.4 to include duties and compensation of hearing officers
- 11/03/87-Adopted Resolution 87-2044 that appointed hearing officers and established uniform quasi-judicial hearing procedures for the conduct of zoning abatement appeals while authorizing the planning department to contract with a number of attorneys to act as hearing officers
- 09/11/87-Adopted Ordinance 3750 which is the original ordinance authorizing hearing officers to hear abatement appeals. This transferred the obligation of conducting he hearings from the board of zoning and the Board of Supervisors

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

Use of the hearing officer program provides an additional resource for the enforcement of local health and safety regulations, thereby ensuring overall community quality of life.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	50,000	50,000	50,000
Additional Appropriation Requested			
Total Expenditures	50,000	50,000	50,000

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other	50,000	50,000	50,000
Use of Fund Balance			
Contingencies			
Total Sources	50,000	50,000	50,000

Narrative Explanation of Fiscal Impacts:

Similar appropriations will be made available for subsequent fiscal years through the contract term periods. Costs are recovered through abatement fees collected as cases are resolved and paid directly by the property owner or by placement on the property tax roll.

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-Sample Agreement

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

--

**AGREEMENT TO PROVIDE
ADMINISTRATIVE HEARING OFFICER SERVICES**

This Agreement to Provide Administrative Hearing Officer Services (“Agreement”) is entered into by and between the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as “the County,” the Community Development Commission, hereinafter referred to as “the Commission,” and _____, hereinafter referred to as “Contractor.” For purposes of this Agreement, County and Contractor shall be collectively referred to as “Parties” or “the Parties.”

RECITALS

WHEREAS, the County and the Commission desire to secure administrative hearing officer services in administrative matters where violations of the Sonoma County Code have been alleged or where the County or the Commission have received a request for a hearing, or in other areas and at other times, as the County or the Commission deems necessary;

WHEREAS, Contractor represents that he/she possesses the necessary qualifications to provide administrative hearing officer services for the County and the Commission and is a currently licensed attorney in good standing with the California Bar, and has been practicing law as a licensed member of the State Bar of California for a minimum of five years;

WHEREAS, the Sonoma County Board of Supervisors desires to designate Administrative Hearing Officers to preside over hearings involving the Permit and Resource Management Department’s enforcement of state and local laws including violations of building, zoning, grading, drainage, stormwater, encroachment, well and septic laws and regulations;

WHEREAS, the County also desires to designate Administrative Hearing Officers to preside over hearings involving the Department of Health Services, Environmental Health Divisions’ enforcement of local laws, including violations of local solid waste laws and the medical waste management program;

WHEREAS, the County also desires to designate Administrative Hearing Officers to preside over hearings involving the Fire and Emergency Services Department, Fire Prevention Division’s enforcement of state and local laws, including, but not limited to, violations of Fire Safe Standards;

WHEREAS, the County also desires to designate Administrative Hearing Officers to preside over hearings involving the Agricultural Commissioner’s Office, Agricultural

Division's enforcement of local laws, including violations of vineyard and orchard development;

WHEREAS, the County may also designate Administrative Hearing Officers as the County's abandoned vehicle hearing officer pursuant to Chapter 18, Article IV of the Sonoma County Code, and in such instances, will provide copies of the Sonoma County Code Chapter 18 regarding abandoned vehicle abatement to the hearing officer;

WHEREAS, the Commission desires to designate Administrative Hearing Officers to preside over hearings involving the Community Development Commission's Mobile Home Space Rent Stabilization Program, and in such instances will provide copies of the City Ordinances, Sonoma County Code and the State of California regulations related thereto.

WHEREAS, the County will provide to the hearing officer copies of: (1) Sonoma County Code §§ 1-7 through 1-7.5 and 2-33.1 through 2-33.5; (2) Sonoma County Code Chapter 7; (3) Sonoma County Code Chapter 11; (4) Sonoma County Code Chapter 24; (5) Sonoma County Code Chapter 26; (6) Sonoma County Code Chapter 26A; (7) Sonoma County Code Chapter 26C; (8) an annotated Table of Code Enforcement Resolutions; and (9) Copies of all relevant code enforcement resolutions and ordinances relating to code enforcement;

WHEREAS, the County also will provide copies of: (1) Sonoma County Code Chapter 22 (solid waste laws); (2) Resolution No. 91-0479 in which the Sonoma County Board of Supervisors designated the Sonoma County Department of Health Services as the local enforcement agency for the medical waste management program pursuant to the California Health and Safety Code; and (3) Health & Safety Code §§ 118350-118360 (medical waste management laws); and

WHEREAS, the County or Commission will also provide copies of applicable Code Sections and Sonoma County Resolutions as may pertain to Emergency Services and/or Agricultural Commissioner's Office hearings and/or Community Development Commission's hearings.

AGREEMENT

WHEREFORE, the Parties enter into the following agreement:

1. **General Provisions**

The recitals set forth above are true and correct and are material representations that the Parties reasonably relied on when entering into this Agreement.

2. Duties

Unless disqualified by reason of a conflict of interest, Contractor agrees to serve as an Administrative Hearing Officer for alleged Sonoma County Code violations as requested pursuant to the Assignment Selection procedure set forth in Paragraph 10, including, but not limited to, nuisance abatement actions, abandoned vehicle abatement, environmental health laws, and other provisions of the Sonoma County Code which provide for a hearing presided over by an Administrative Hearing Officer.

3. Conflicts of Interest

Contractor (including his or her employees, agents and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Contractor shall not undertake any work that is in conflict with Contractor's role as an administrative hearing officer. This prohibition includes, but is not limited to, representing any party in any administrative or judicial proceeding relating to or arising out of any abatement matter which is, has been, or may be the subject of a Sonoma County Administrative Abatement Proceeding. Additionally, prior to agreeing to act as a Hearing Officer in any case, Contractor shall perform an internal conflict check to ensure that no conflict of interest with any of the parties to the action that will come before him/her exists, and shall promptly disclose any such conflicts. Contractor further shall not make or participate in a decision made by the County if it is reasonably foreseeable that the decision may have a material effect on Contractor's economic interest. Should Contractor acquire a conflicting interest following the execution of this Agreement, Contractor shall immediately apprise the County of the same, upon which, this Agreement may be terminated by the County with cause.

4. Contractor Representations

The County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all of his or her work will be performed in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state, and local laws.

Contractor represents that he or she possesses the necessary qualifications to provide administrative hearing officer services for the County, including, but not limited to those found in Government Code section 27724 and Sonoma County Code section 2-33.4, and is a currently licensed attorney in good standing with the California Bar, and

has been practicing law as a licensed member of the State Bar of California for a minimum of five years, with no prior or pending disciplinary matters and/or criminal convictions involving fraud, bribery, embezzlement, theft, moral turpitude or similar conduct, and has not been debarred by the federal government, State of California or local government.

5. Hearing Procedures

5.1 Unless otherwise agreed to or ordered by Contractor, County shall mail copies of all notices, communications, staff reports and other relevant documents to Contractor at least seven (7) calendar days prior to a scheduled administrative hearing.

5.2 The County, at its sole expense, shall provide a room for the administrative hearing and a certified court reporter. If a transcript of the hearing is prepared, Contractor shall be provided with a copy of the same. The transcript of the proceedings shall be the property of the County.

5.3 Contractor shall conduct hearings as set forth in Sonoma County Code Section 1-7.3, in a professional, fair and impartial manner. At such hearing, Contractor shall swear witnesses, hear testimony and receive written or documentary evidence relating to the alleged violation. Contractor shall cause the hearing to be recorded and shall preserve all written argument, photographs and other documentary evidence introduced at the time of the hearing. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. The County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in a timely manner, and in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws. To the extent any services performed by Contractor fail to comply with the requirements of this Agreement, Contractor shall re-perform such non-conforming services, without additional compensation to Contractor.

5.4 Upon conclusion of a hearing, Contractor shall render his or her written decision in accordance with the requirements of the Sonoma County Code and all other applicable laws or regulations, including, but not limited to rendering a written decision containing findings of fact and conclusions of law and a statement that the decision is final, subject to judicial review in accordance with Code of Civil Procedure section 1094.6, within forty-five (45) days after the hearing is closed. In the event a violation is found to exist, Contractor shall also issue an Order that the violation be abated within a time certain, along with a statement of the costs incurred by the County in abating the violation and an assessment of penalties in accordance with Sonoma County Code section 1-7.1, and a demand that said costs and penalty be paid to the County within twelve (12)

days. Contractor shall timely serve his or her decision on all involved parties and shall include a proof of service as part of the decision. Code enforcement decisions shall also be posted outside the Planning Commission chambers for a period of twelve (12) days.

6. Records

6.1 The County shall retain all records related to administrative hearings under this Agreement, including the record of hearing, and all photographs and demonstrative and documentary evidence introduced at the time of the hearing, for a period of five (5) years from the date that Contractor issues a written decision in the matter. The County's records shall be available for Contractor's review upon written request.

6.2 Contractor shall retain his or her records, notes, decisions, and other documents related to a proceeding for a period of five (5) years after the date that Contractor issues a written decision in the matter.

6.3 Upon reasonable notice, Contractor shall make available to the County, or its agent, for inspection and audit, all documents and materials maintained by Contractor in connection with his or her performance of the duties under this Agreement. Contractor shall fully cooperate with the County or its agent in any such audit or inspection. The records related to the administrative hearing prepared by Contractor shall belong to the County.

6.4 Contractor shall return to the County all evidence submitted at the hearing within thirty (30) days of the rendering of Contractor's written decision in the matter.

7. Compensation

Provided that Contractor submits his or her invoices in accordance with the requirements of this paragraph, the County shall pay Contractor two hundred twenty-five Dollars (\$225.00) per hour, with a six minute minimum billing increment, subject to a cap on the maximum fee amount per Assignment of 15 hours (\$3,375.00), unless an exception to this cap is approved in advance in writing by the County. Subject to that cap, the County shall compensate Contractor for time spent preparing for, presiding at or issuing a decision in an administrative hearing as set forth above. The hourly rate shall be adjusted annually, based on 105% of the current hourly rate published by the State of California's Department of General Services Price Book. The County shall also reimburse Contractor for the following expenses in connection with an administrative hearing: long distance phone charges, photocopying (maximum rate of 10 cents per page), and postage. Contractor shall be responsible for any additional expense he or she may incur. Contractor shall submit an invoice within thirty (30) days of issuance of a decision. Each assignment shall have its own invoice. The invoice shall include: (1) the date of the work performed; (2) the address of the property at issue and the name(s) of the

party involved in the matter; (3) a detailed description of the work performed; (4) the amount of time spent on each task; (4) a separate description of costs incurred; and (5) a total of the amount being charged for the Assignment.

8. Contact Information

The County Contact for the Permit and Resources Management Department (“PRMD”) shall be the Building Division Manager. The County Contact for the Sonoma Co. Dept. of Health Services (“DHS”) shall be the Director of Environmental Health. The County Contact for the Emergency Services Department shall be the Director of Emergency Services. The County Contact for the Agricultural Commissioner’s Office shall be the Agricultural Commissioner. The Commission Contact for the Community Development Commission shall be the Housing Authority Manager.

Contractor shall send invoices to each department's respective contact based on the type of hearing. The respective County Contact shall coordinate hearing schedules, and answer questions related to the coordination of hearings. The County Contact information is as follows:

Accounting
Permit & Resource Management Department
County of Sonoma
2550 Ventura Avenue
Santa Rosa, CA 95403
Telephone: (707) 565-1900
Facsimile: (707) 565-1103

Director of Environmental Health
Sonoma Co. Dept. of Health Services
625 5th Street
Santa Rosa, CA 95404
Telephone: (707) 565-6521
Facsimile: (707) 565-4411

Director of Emergency Services
Sonoma Co. Dept of Emergency and Fire Services
2300 County Center Drive, Suite 220B
Santa Rosa, CA 95403
Telephone: (707) 565-1152
Facsimile: (707) 565-1172

Agricultural Commissioner
133 Aviation Blvd, Suite 110
Santa Rosa, CA 95402
Telephone: (707) 565-2371
Facsimile: (707) 565-3850

Housing Authority Manager
Sonoma County Community Development Commission
1440 Guerneville Road
Santa Rosa, CA 95403
Telephone: (707) 565-7501
Facsimile: (707) 565-7583

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by mail, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party. If to the County, it shall be mailed to the appropriate County Contact identified above. If to the Contractor:

Each party shall provide the other with telephone and written notice of any change of address as soon as possible.

9. Independent Contractor

The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor has the right to perform services for others during the term of this Agreement. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the County provides its employees. Contractor is not the County' agent, and shall have no authority to bind the County to any obligation whatsoever. In the event of termination of this Agreement, Contractor expressly agrees that he/she shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees of the County of Sonoma. Additionally, Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.

10. Assignments

This agreement between the Parties does not determine the number or type of assignments that a particular Administrative Hearing Officer will be asked to handle, or guarantee a minimum number of assignments. Contractor understands that he/she is not the only Administrative Hearing Officer providing Administrative Hearing Officer Services to the County. The process for designating an Administrative Hearing Officer to each assignment shall be as follows:

10.1 The County shall rotate sequentially through a list of all individuals under contract to provide administrative hearing officer services. The list shall be organized alphabetically, such that the first call to the first hearing officer for the first hearing shall be placed to the individual under contract whose last name begins with the letter "A" or the closest letter thereto. If the first individual called is unavailable to conduct the hearing, the County employee making the calls shall call the next person on the list, until an individual is contacted who is available to conduct the hearing. Aside from the location, type of hearing scheduled, the time required to conduct the hearing, as estimated by County staff, and discussions regarding other similar procedural issues, Contractor shall not request, nor shall the County employee reveal, any of the facts alleged to have occurred in the matter or engage in any ex parte discussion of the nature of the alleged violation(s) to the individuals called.

11. Term of Agreement

The initial term of this Agreement shall be for a period of four/five years, from _____ to _____, and shall continue in full force and effect unless terminated earlier pursuant to the provisions of paragraph 12 of this Agreement. This Agreement may not be renewed or extended upon the conclusion of the specified term, and no new agreement may be entered into between the Parties for a minimum of at least one year from the termination date.

12. Termination

12.1 By Contractor When a Contractor has no pending matters, the Contractor may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the County. Once a Contractor has been assigned to a matter, the Contractor may terminate this Agreement by providing five (5) days written notice of termination to the County in the event of the sudden illness of Contractor or an immediate family member or some other similar unforeseeable event that is not within Contractor's control. Additionally, should County fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Contractor may terminate this Agreement by providing

fifteen (15) days written notice of the same and the reasons for the termination to the County, should the County fail to cure the stated breach within such time frame. In such instance, the County shall pay all compensation due to Contractor for services rendered through the date of termination.

12.2 By County In addition to any other remedy allowed by law, the County reserves the right to immediately terminate this Agreement upon issuance of written notice of termination if Contractor: (1) willfully breaches or neglects the duties which Contractor is required to perform under the terms of this Agreement; (2) commits acts of dishonesty, fraud, misrepresentation, or acts of an intentional, malicious or bad faith nature or other acts of moral turpitude that would prevent or significantly interfere with the effective performance of his or her duties; and/or (3) has any conflict of interest or violates any applicable conflict of interest law, regulation or policy.

12.3 Effect of Termination Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

12.4 Return of Documents Upon termination of this Agreement for any reason, any and all County documents or materials provided to Contractor, and any and all of Contractor's documents and materials prepared for or relating to the performance of his or her duties under this Agreement, shall be delivered to the County as soon as possible, but no later than thirty (30) days after termination.

13. Compliance with Laws

In the conduct of hearings and performing services hereunder, Contractor shall observe and follow all applicable Federal, State and local laws, rules, ordinances, codes and regulations. Contractor shall not discriminate in any way against any person on the basis of age, sex, race, color, religion, ancestry, national origin, marital status, medical condition, pregnancy, sexual orientation, gender identity, genetic information, physical or mental disability, military or veteran status or any other prohibited basis in connection with or related to the performance of his or her duties and obligations under this Agreement. Contractor agrees to comply with the Provisions of Chapter 19, Article II of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions thereof, and the Americans with Disabilities Act provisions. Contractor agrees to accept responsibility for loss or damage to any person or entity or to property to the extent Contractor fails to comply with the above.

14. Applicable Law

This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in the County of Sonoma.

15. Assignment and Delegation

The County and Contractor warrant and represent that each is authorized to enter into this Agreement and that neither has made nor caused to be made any assignment of any claim or cause of action that either party has or may have in the future against the Parties herein released. Neither party hereto shall assign, delegate, sublet or transfer any interest in or duty under this Agreement.

16. Entire Agreement and Severability

This Agreement contains the entire understanding and agreement between the County and Contractor with respect to the matters referred to herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of the Agreement shall remain in full force and effect.

17. Merger

This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Any modification, amendment or waiver of this Agreement must be in writing and signed by all Parties hereto. The Parties shall execute and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

18. Construction

This Agreement shall not be construed against the Party preparing it, but shall be construed as if all Parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one Party.

19. No Waiver

The waiver by the County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

20. No Third Party Beneficiaries

There are no third party beneficiaries to this Agreement and the Parties do not intend for this Agreement to benefit any third parties.

21. Execution of Agreement

This Agreement may be executed in counterparts or by facsimile.

22. Time of the Essence

Time is and shall be of the essence of this Agreement and every provision hereof.

23. Captions

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Contractor:

Dated: _____, 2016

Name

Dated: _____, 2016

Tennis Wick, Director
Permit and Resource Management Dept.

Dated: _____, 2016

Director of Health Services
Sonoma Co. Dept. Of Health Services

Dated: _____, 2016

Director of Emergency Services
Sonoma Co. Dept. Emergency and Fire Services

Dated: _____, 2016

Agricultural Commissioner
Agricultural Commissioner's Office

Dated: _____, 2016

Executive Director
Sonoma Co. Community Development Commission

Approved as to form for County:

Dated: _____, 2016

Deputy County Counsel



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 19
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks and Permit & Resource Management

Staff Name and Phone Number:

Elizabeth Tyree (707) 565-2575
Misti Harris (707) 565-1352

Supervisorial District(s):

1st

Title: Maxwell Farms Regional Park renovation Housing-Related Parks Program grant application

Recommended Actions:

Adopt a resolution authorizing the Director of Regional Parks to apply for a grant from the California Department of Housing and Community Development in the amount of up to \$705,840 for park renovation projects at Maxwell Farms Regional Park and authorizing the Director of Regional Parks to execute all documents which may be necessary to carry out and administer the grant.

Executive Summary:

Regional Parks is seeking funding to renovate and improve Maxwell Farms Regional Park to help meet current and future community needs, especially for infrastructure that supports expanding youth soccer and baseball use. Regional Parks is seeking authorization to apply for up to \$705,840 from California Housing and Community Development's Housing-Related Parks Program to help fund construction park elements including a new soccer field, a new baseball field, restroom/concessions, expanded parking, and improved park access for vehicles and pedestrians, which are part of the \$3.3 million first phase of development. A resolution of the Board of Supervisors is required to apply for this funding for park improvements.

Discussion:

The Maxwell Farms Regional Park Master Plan update is underway. Two workshops and an online survey were conducted in English and Spanish to gather feedback on issues and determine priorities for improving the park. Regional Parks is preparing the preferred plan and will complete an environmental review pursuant to CEQA, with the anticipation of bringing the Master Plan amendment to the Board this summer. Preliminary estimates identify a total project cost of approximately \$6.3 million, with improvements constructed in at least two phases as funding is available.

The California Department of Housing and Community Development has a grant program that could be a possible source to help fund the park improvements. They recently announced funding availability for the 2016 funding round of the Housing-Related Parks (HRP) program. The funding source is Proposition

1C, the Housing and Emergency Shelter Trust Fund Act of 2006, and \$35 million is available statewide for this final funding round.

HRP is a non-competitive grant program, with funding for park improvements based on a county or city's lower-income housing production. HRP awards funds to counties and cities for parks that benefit the community and add to quality of life. Funding awards are calculated on a per-bedroom basis for each residential unit that is affordable to low-, very low- and extremely low-income households, permitted during the designated Program year. The funded park projects do not need to be adjacent to the permitted affordable housing.

For the HRP program, PRMD leads the housing element compliance requirement, including the approval and issuance of permits for the affordable units and filing the required annual progress reports with the State. Regional Parks is responsible for park planning and development. For this round, PRMD has identified affordable housing developments in the unincorporated county, making Sonoma County eligible to receive an estimated \$588,200. Regional Parks is preparing a park project description based on this amount of funding. The funder, State Housing and Community Development, recommends that applicants submit a resolution with an amount 20% higher than the estimated award amount should additional funding be available for grant awards. Based upon this, the amount included in the resolution is up to \$705,840. The award amount will be determined by the State Housing and Community Development, and may be less than \$588,200 if the statewide funding requests exceed \$35 million.

Previously, \$483,475 in HRP funds were received for the development of Andy's Unity Park in the Moorland neighborhood. That project was selected for funding based on its location in a disadvantaged community, need for park facilities to serve residents, and park development that could occur within two years of receiving funds. For this funding round, Maxwell Farms Regional Park renovation is recommended for funding based on its location serving The Springs community, also defined by this program as a disadvantaged community, the need for soccer and baseball field improvements identified by the community, and with funding, the planned park development will be completed within two years. Furthermore, anticipated HRP funds were included as pending match for the Maxwell Farms Renovation & Restoration Matching Grant, accepted into the program by the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District last October. Anticipated HRP funds were also included as pending matching funds for the \$1 million California Youth Soccer and Recreation Development Program grant application, supported by this Board last October.

Regional Parks is recommending applying for up to \$705,840 from HRP as one of the opportunities to meet the funding needs for the first phase of development at Maxwell Farms Regional Park. The proposed initial development includes one full size artificial turf soccer field, one youth baseball field, utilities, pathways and ADA improvements, and riparian restoration. Depending on funding available, improvements may include restrooms, concession buildings, and spectator and picnic areas to support the enhanced uses, as well as park access and parking area improvements to enhance vehicular and pedestrian circulation and safety in the park. The estimated cost for the first phase of development could be up to \$3.3 million. The elements constructed in this first phase would be based on available funding, and Regional Parks is pursuing multiple funding opportunities.

Currently, there is \$1,109,150 in committed funds for this project. Funding includes an Agricultural Preservation and Open Space District Matching Grant, Park Mitigation Fees, Community Development Block Grant, Securitized Tobacco ADA funding, Sonoma Ecology Center, Sonoma Little League, Sonoma Valley Youth Soccer, and Sonoma County Regional Parks Foundation. Regional Parks also applied for \$1 million from California Youth Soccer and Recreation Development Program. A table showing estimated costs and funding is attached.

HRP grant applications are due February 23, 2017, and a resolution approving the application submittal and designating the applicant is required. Regional Parks and PRMD recommend that the Board approve applying for grant funds and designate the Director of Regional Parks to execute the grant documents.

Grant awards will be announced in June, 2017, with the grant agreement executed between July and September. No grant expenditures can occur prior to agreement execution. The grant project completion deadline is April 30, 2019.

Prior Board Actions:

October 25, 2016 by Resolution No. 16-0410, Board authorized application for Youth Soccer and Recreation Development for Maxwell Farms sports fields.

October 24, 2016 as the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, accepted the 2016 Matching Grant Program funding recommendations, including subject Maxwell Farms project.

May 24, 2016 received the County of Sonoma Capital Project Plan 2016-2021, including subject Maxwell Farms project.

March 29, 2016 by Reso. No. 16-0109, authorized submittal of a \$1 million Matching Grant Application to Sonoma County Agricultural Preservation and Open Space District for Maxwell Farms renovation.

May 4, 2015, approved CDBG funding for Maxwell Farms ADA improvements.

January 14, 2014 by Resolution No. 14-0028, Board authorized application for HRP Grant to create a park in the Moorland neighborhood.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This grant funding invests in community infrastructure, protecting and enhancing Maxwell Farms Regional Park while promoting recreation, health, and protecting Sonoma Creek watershed.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>If grant the application is approved, this funding and the related expenditures will be requested in FY 2017-2018. Matching funds will be allocated from Park Mitigation Fees, Community Development Commission’s Community Development Block Grant, Securitized Tobacco ADA funding, Sonoma Ecology Center, Sonoma Little League, Sonoma Valley Youth Soccer, and Sonoma County Regional Parks Foundation, Agricultural Preservation & Open Space District’s Matching Grant with additional funding possible from the California Youth Soccer and Recreation Development Program.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1 – Resolution Attachment 2 – Funding Table			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
State of California

Date: February 21, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing Application For Housing Related Parks Grant**

Whereas, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated November 16, 2016 (NOFA), under its Housing-Related Parks (HRP) Program, and

Whereas, Regional Parks desires to apply for a HRP Program grant and submit the 2015 Designated Program Year Application Package released by the Department for the HRP Program, and

Whereas, the Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement.

Now, Therefore, Be It Resolved that:

1. Applicant is hereby authorized and directed to apply for and submit to the Department the HRP Program Application Package released November 2016 for the 2016 Designated Program Year in an amount not to exceed \$705,840.00. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in an amount not to exceed \$705,840.00, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").
2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities 2016 HRP Program Funding Application Page 15 of 17 funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use

Resolution #

Date:

Page 2

the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

3. The Director of Regional Parks is authorized to execute in the name of Applicant the HRP Program Application Package and the HRP Grant Documents as required by the Department for participation in the HRP Program.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Maxwell Farms Phase 1 Redevelopment Estimated Cost and Funding

Preliminary Cost Estimate

Planning, Design, Environmental Compliance, Permitting	\$340,458
Project Construction	
Parking Area redevelopment	\$1,042,892
Pathways and Accessibility improvements	\$142,900
Baseball Field #1 and Amenities	\$823,400
Soccer Field #1 and Amenities	\$925,350
Riparian Restoration	\$54,944
Restoration monitoring	\$11,206
Total Estimated Cost	\$3,341,150

Preliminary Funding Projection

Secured Funding	
APOSD Matching Grant	\$250,000
CDC Community Development Block Grant	\$75,000
Securitized Tobacco ADA	\$130,000
Park Mitigation Fees	\$93,000
Regional Parks Foundation	\$25,000
Sonoma Ecology Center	\$16,150
Pledged Funding	
Sonoma Valley Youth Soccer	\$500,000
Sonoma Little League	\$30,000
Subtotal Committed Funds	\$1,119,150
Possible Funding	
Youth Soccer & Recreational Development	\$1,000,000
Housing-Related Parks Program	\$588,200
Additional Funding opportunities being explored	\$633,800
Fundraising Goal	\$3,341,150



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 20
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: February 21, 2017

Vote Requirement: 4/5

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:

Ken Tam 565-3348

Supervisorial District(s):

5th

Title: Exchange of Easements for West County Trail and Sebastopol Charter School

Recommended Actions:

Adopt a Resolution to authorize the Chair to execute the Easement Agreement to exchange easements between the County and Charter Foundation and authorize the Director of Regional Parks to file a Notice of Determination pursuant to the California Environmental Quality Act (CEQA).

Executive Summary:

A Use Permit for construction of the Sebastopol Charter School project was approved by the Board of Supervisors on October 25, 2016. The proposed school will be located adjacent to the West County Trail along Highway 116 north of Sebastopol. The approval required the County and the Charter Foundation to exchange easements which will allow for access to the school across the West County Trail and for improved public access to the trail. The Charter Foundation owns the properties where the Sebastopol Charter School will be constructed. The County will grant the following to the Charter Foundation: one Driveway Easement, two Access Easements for pedestrians and bicyclists, two temporary construction access easements, and one Storm Drain Easement over the West County Trail. The Charter Foundation will grant the following to the County: one Trail Easement, Trail Parking Easement for five public parking stalls within the school parking lot, and one Ancillary Access Easement on school property to allow the general public to access the Trail Parking Easement area. The location, conveyance, and acceptance of the easements are identified and described in the Easement Agreement which is on file with the Clerk. The Board must approve the Easement Agreement before building and grading permits can be issued for the Sebastopol Charter School project.

Discussion:

In 2014, the Charter Foundation submitted a use permit application to the Permit and Resource Management Department to develop the Sebastopol Charter School on three parcels consisting of 20.36 acres at the following site address: 1080 and 1088 Hurlbut Avenue near Sebastopol. The existing West County Trail is located adjacent to the three parcels. The Charter Foundation has an existing 70-foot-wide Driveway Easement over the West County Trail that would provide ingress and egress to the

parcels from Highway 116. The 70-foot-wide Driveway Easement was issued in 2012 in a court ordered judgment.

During the preliminary engineering and design work, the Charter Foundation realized that the Driveway Easement would need to be relocated and additional easements on the West County Trail would be needed from the County to improve access to the proposed Sebastopol Charter School. The Charter Foundation has requested the following from the County: 1) relocation of the Driveway Easement to the east, 2) two 10-foot-wide pedestrian and bicycle Access Easements benefiting students, 3) two 30-foot wide temporary construction access easements, and 4) a 5-foot-wide Storm Drain Easement to improve the school's site drainage.

Moving the Driveway Easement to the east will increase the traffic queuing distance and improve the school driveway alignment with the Trail. The two pedestrian and bicycle Access Easements will connect the north side West County Trail to the school campus. This connection will enable students to access the campus from the trail. The two temporary construction access easements enables the Charter Foundation to enter County property to construct the improvements on the West County Trail and expires when the construction work is completed. The 5-foot-wide Storm Drain Easement will allow storm water to drain under County property into an existing public storm drain system on Highway 116. Per the Easement Agreement, the Charter Foundation will be responsible for designing, constructing, and maintaining all improvements within the Driveway Easement, two pedestrian and bicycle Access Easements, and the Storm Drain Easement. The County will review and approve the construction plans for the Sebastopol Charter School before issuing the building and grading permits.

The County has requested the following easements from the Charter Foundation to improve public access to the West County Trail: 1) a 15-foot-wide County Trail Easement from the West County Trail to the northeast corner of Highway 116 and Mill Station Road where there is an existing signalized crosswalk, 2) a Trail Parking Easement for 5 designated public parking stalls within the school parking lot, and 3) two Ancillary Access Easements to the parking lot for trail users. The County Trail Easement will allow for the construction of a trail connector to the signalized crosswalk. The Parking Easement and Ancillary Access Easements will improve public access to the trail and parking lot by providing 5 public parking stalls.

Per the Easement Agreement, the Charter Foundation will be responsible for designing and constructing the County Trail Easement, Trail Parking Easement, and Ancillary Access Easements. Regional Parks will be responsible for the operation and maintenance of the completed Trail. The Charter Foundation will be responsible for maintaining the improvements within the Trail Parking and Ancillary Access Easements.

On October 25, 2016 by Resolution Number 16-0415, the Board of Supervisors approved the Sebastopol Charter School project and adopted a Mitigated Negative Declaration. The approval required the County and the Charter Foundation to exchange easements that would benefit both parties. The project impacts related to the easements identified in the above paragraphs were analyzed and addressed in the environmental document. With assistance from County Counsel and input from the Charter Foundation, the County finalized the Easement Agreement. The Easement Agreement identifies the easement locations and describe the terms and obligations of the Charter Foundation and County as it

pertains to the Sebastopol Charter School development. The obligations include but not limited to the design, construction, operation, and maintenance of the following improvements: driveway, pedestrian and bicycle access trail, storm drain, and parking lot. A copy of the Easement Agreement is on file with the Clerk. The easement locations are shown on the attached map.

The Ancillary Access Easements will enable vehicle access to the Trail Parking lot by allowing the general public to drive over two separate parcels that are independently owned by the Charter Foundation and O'Reilly Properties, LLC. On January 19, 2017, per recorded document 2017004706, the Charter Foundation and O'Reilly Properties, LLC executed the "Roadway, Access and Public Utility Easement Agreement" whereas a public access easement (Ancillary Access Easement – Parcel 2) was recorded on the parcel owned by O'Reilly Properties, LLC. The Charter Foundation will grant Ancillary Access Easement – Parcel 1 to the County upon execution of the Easement Agreement.

Per California Government Code Section 25526.5, the County Board of Supervisors has the authority to exchange real property or property interests if the value of the property interests such as an easement does not exceed \$25,000. On December 28, 2016, an appraisal report was prepared by a consultant, Ward Levy Appraisal Group, Inc., to determine the value of the easements. A copy of the appraisal report is on file with the Clerk. Based on the appraisal report, the total value of the easements to be granted by the Charter Foundation to the County is \$80,170. The total value of the easements to be granted by the County to the Charter Foundation is \$21,084. The Charter Foundation has reviewed the appraisal report, acknowledges the easement values, recognizes that granting the easements to the County is a public benefit, and is not seeking any monetary compensation for the difference in the easement values. Based on these values, the Board of Supervisors can authorize the exchange of easements at no costs to the County. The value of the easements are listed below:

County grants the following easements to Charter Foundation:

- 1) Driveway access easement: \$14,484
- 2) Pedestrian/bicycle access easement (near Highway 116): \$2,897
- 3) Pedestrian/bicycle temporary construction easement (near Highway 116): \$388
- 4) Pedestrian/bicycle access easement (near Hurlbut Avenue): \$2,897
- 5) Pedestrian/bicycle temporary construction easement (near Hurlbut Avenue): \$388
- 6) Storm Drain Easement: \$30

Total Value: \$21,084

Charter Foundation grants the following easements to County:

- 1) 15 feet wide trail easement: \$4,641
- 2) Trail Parking easement (5 parking stalls): \$48,954
- 3) Ancillary Access easement Parcel 1: \$3,733
- 4) Ancillary Access easement Parcel 2: \$8,358
- 5) Charter Foundation abandons the court ordered Driveway easement: \$14,484

Total Value: \$80,170

Per Government Code section 27281, the Board needs to accept the grant of easement and authorize the Chair to sign the Certificate of Acceptance before the Easement Agreement can be recorded. The Regional Parks Director will file a Notice of Determination for the exchange of easements.

Prior Board Actions:

October 25, 2016 Board adopts a Mitigated Negative Declaration and Mitigation Monitoring Program and approves a use permit for the construction and operation of the Sebastopol Charter School.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The acceptance of the public access easements and the construction of the trail connectors will help promote and improve walking and bicycling access to the West County Trail and to the Sebastopol Charter School; thus, help reduce vehicle emissions.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			

Funding Sources

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

Narrative Explanation of Fiscal Impacts:

There is no cost to the County for granting and accepting the easements. Regional Parks will be responsible for maintaining the Trail, which will be covered within its operations and maintenance budget. The Charter Foundation will be responsible for maintaining all other improvements on County property per the Easement Agreement.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:
Attachment 1 – Resolution Attachment 2 – Map
Related Items “On File” with the Clerk of the Board:
Easement Agreement (5 originals), Appraisal Report, Notice of Determination



County of Sonoma
State of California

Date: February 21, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, authorizing the Chair to execute Easement Agreement with Charter Foundation for the development of the Sebastopol Charter School and authorizing the Regional Parks Director to file a Notice of Determination in accordance with the California Environmental Quality Act.

Whereas, on October 25, 2016 by Resolution Number 16-0415, the Board of Supervisors adopted a Mitigated Negative Declaration and Mitigation Monitoring Program and approved a Use Permit for the Construction and Operation of the Sebastopol Charter School located at 1080 and 1088 Hurlbut Avenue, Sebastopol; and

Whereas, the Charter Foundation is the owner of the properties (APN: 060-400-018, 060-400-019, 060-400-071) where the Sebastopol Charter School will be constructed. The Charter Foundation properties are located adjacent to the West County Trail (APN: 060-400-070) which is owned, operated, and maintained as a multi-use trail by the County; and

Whereas, the approval of the Use Permit for the Sebastopol Charter School required the County and the Charter Foundation to exchange easements as described in the Easement Agreement; and

Whereas, the County grants a Driveway Easement, two Access Easements, two Temporary Construction Access Easements, and a Storm Drain Easement to the Charter Foundation; and

Whereas, the Charter Foundation grants a Trail Easement, Trail Parking Easement, and Ancillary Access Easement to the County; and

Whereas, per the recorded document number 2017004706, the Charter Foundation and O'Reilly Properties, LLC has executed the "Roadway, Access and Public Utility Easement Agreement" whereas a public access easement was recorded on APN: 060-261-029 owned by O'Reilly Properties, LLC; and

Whereas, the completed appraisal report has determined the value of the easements to

Resolution #

Date:

Page 2

be exchanged. The total value of the easements to be granted by the County to the Charter Foundation is less than \$25,000; and

Whereas, per California Government Code Section 25526.5, the Board of Supervisors has the authority to exchange County property interests since the value of the easements to be granted to the Charter Foundation is less than \$25,000; and

Whereas, the Charter Foundation has jointly participated in the creation of the Easement Agreement that convey public access easements to the County of Sonoma; and

Whereas, the Board of Supervisors has adopted a Mitigated Negative Declaration for the Sebastopol Charter School project. The project impacts and exchange of easements have been addressed in the Mitigated Negative Declaration. A Notice of Determination will be filed for the exchange of easements in accordance with the California Environmental Quality Act (CEQA) guidelines; and

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

1. The Chair is authorized and directed to execute the Easement Agreement with the Charter Foundation.
2. The Chair is authorized and directed to execute, on behalf of the County of Sonoma, a certificate of acceptance of public access easements over the Charter Foundation properties pursuant to Government Code Section 27281.
3. The Regional Parks Director is hereby authorized and directed to file a Notice of Determination with the Sonoma County Clerk in accordance with provisions of the California Environmental Quality Act.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

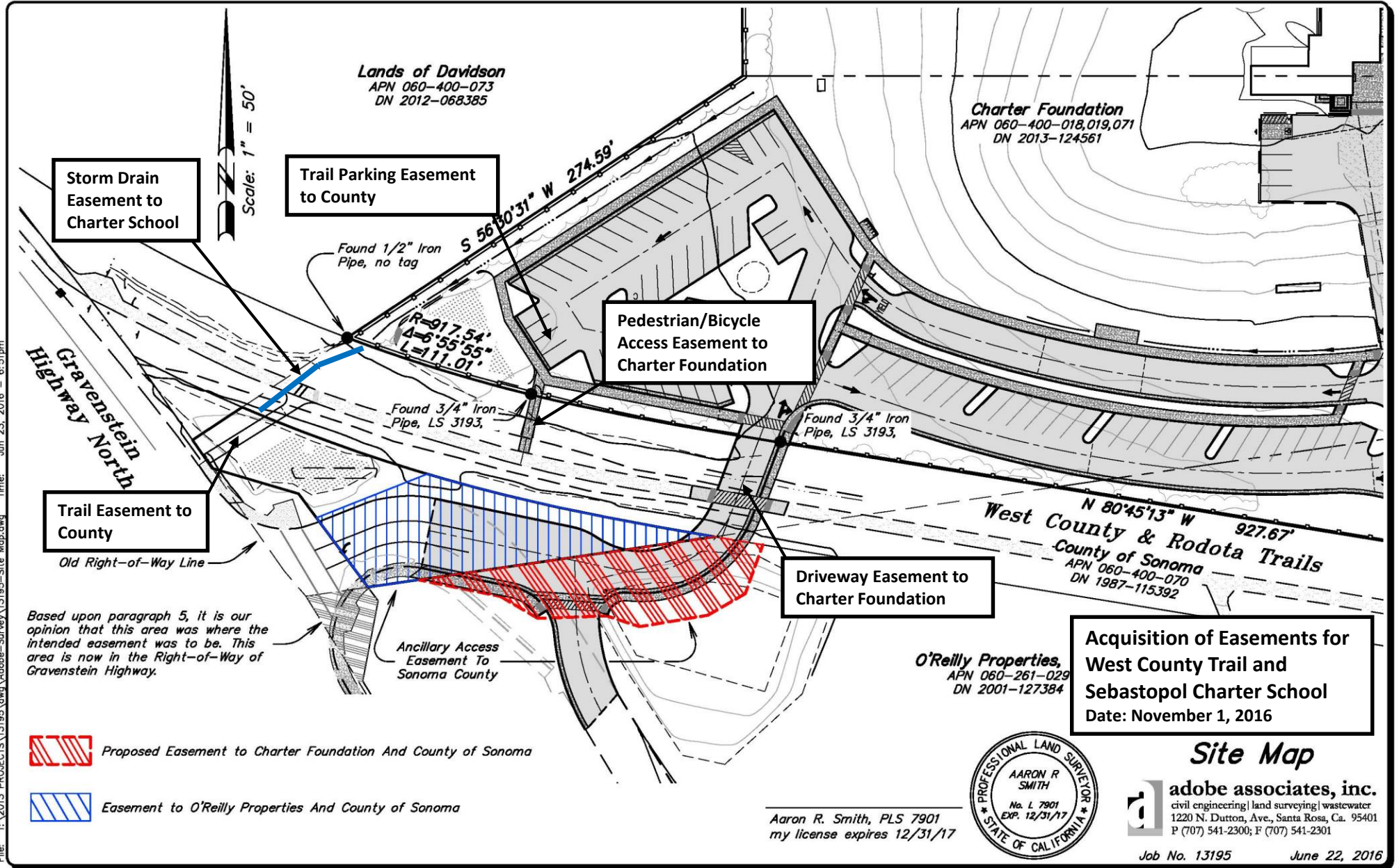
Noes:

Absent:

Abstain:

So Ordered.

File: T:\2013 PROJECTS\13195\dwg\Adobe-Survey\13195-Site Map.dwg Time: Jun 23, 2016 - 6:51 pm



Lands of Davidson
APN 060-400-073
DN 2012-068385

Charter Foundation
APN 060-400-018,019,071
DN 2013-124561

Storm Drain
Easement to
Charter School

Trail Parking Easement
to County

Pedestrian/Bicycle
Access Easement to
Charter Foundation

Driveway Easement to
Charter Foundation

Trail Easement to
County
Old Right-of-Way Line

Based upon paragraph 5, it is our
opinion that this area was where the
intended easement was to be. This
area is now in the Right-of-Way of
Gravenstein Highway.

Ancillary Access
Easement To
Sonoma County

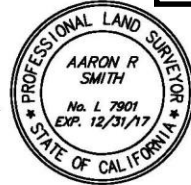
O'Reilly Properties,
APN 060-261-029
DN 2001-127384

Acquisition of Easements for
West County Trail and
Sebastopol Charter School
Date: November 1, 2016

 Proposed Easement to Charter Foundation And County of Sonoma

 Easement to O'Reilly Properties And County of Sonoma

Aaron R. Smith, PLS 7901
my license expires 12/31/17



Site Map

 adobe associates, inc.
civil engineering | land surveying | wastewater
1220 N. Dutton, Ave., Santa Rosa, Ca. 95401
P (707) 541-2300; F (707) 541-2301

Job No. 13195 June 22, 2016



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: The Board of Supervisors of Sonoma County

Board Agenda Date: February 21, 2017

Vote Requirement: 4/5

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Susan Klassen (707)565-2231

Supervisorial District(s):

Title: Temporary Tensile Structure at the Charles M. Schulz – Sonoma County Airport

Recommended Actions:

Adopt a Resolution authorizing the Chair to execute a lease agreement with Sprung Instant Structures, Inc. to provide a temporary terminal hold-room structure at the Charles M. Schulz – Sonoma County Airport for a lease period of 30 months and total cost of \$164,510.

Executive Summary:

The first stage of the remodel of the Airport project, as presented to the Board on September 13, 2016, is the acquisition of a temporary structure (Structure) to create temporary passenger waiting areas and better facilitate the construction process for the terminal expansion project. The Department has presented previously to the Board regarding planning for future growth at the airport, design parameters for the terminal, and potential funding options. This action authorizes the lease of the Structure, with a term of thirty (30) months.

Discussion:

On February 9, 2016, the Airport made a presentation to the Board regarding the future growth of the Airport. Addressing the Board's input at that meeting, the concept plan for the terminal was modified to improve phasing, accommodate greater passenger numbers, as well as, add architectural improvements. The plans for the Airport Terminal Enhancement are anticipated to be presented late summer/early fall of this year to the Board. This Structure, as requested in this action, will accommodate increasing commercial airline passengers before and during the terminal construction process by providing an enclosed waiting area post-security.

Design Review

Through the Board-approved Master Agreement for Engineering Consulting Services with the aviation engineering firm of Mead & Hunt, Inc., the design services for the Structure were contracted and completed. Mead & Hunt's design criteria for the Structure included: inexpensive; built-on-grade; quickly erected; easily expanded, voluminous; and insulated for temperature control. The analysis

included three separate manufacturers of modular structures. The manufacturer who demonstrated they could meet all of the aforementioned criteria was Sprung Instant Structures, Inc. and, in addition, had proven their ability to engineer stable tensile structures not affected by aircraft jet blast since many of their structures are used on airports. Also, Sprung Instant Structures are built with green technologies and support Leadership in Energy & Environmental Design (LEED) certification for the Airport's goal of environmentally-conscious structures and construction practices. The design of the Structure provides commercial airline passengers with a temperature-controlled interior; seating; protection against the weather; and safety from construction areas. The flexibility of the Structure allows for expansion and reconfiguration during the construction process.

The Structure requested in this action is for the first stage of construction and a portion of the entire temporary construction area. An additional component to the Structure will be needed as construction progresses on the remodel of the terminal to facilitate the relocation of the Transportation Security Administration (TSA) passenger screening area once construction starts on the terminal expansion. The Airport will return to the Board, approximately six months prior to construction, regarding the Structure addition. There will be disruption to the Structure when the addition is added to accommodate the passenger screening area, but the new addition will increase safety to the commercial airline passengers by isolating them from the construction area of the main terminal. The consolidation of both security and the waiting area will save approximately six months of construction time to the main terminal remodel by removing a major portion of commercial airline operations to the temporary location.

Leasing versus Purchase

The Airport's intent was to purchase the Structure outright. Unfortunately, the purchase cost of the Structure added too many additional costs and complications and leasing the Structure became the most viable alternative. In addition, if purchased, the Airport would either need to determine alternate uses once complete with the project (no reuse options are currently identified) and the resale value of these structures is very low further adding to the lease determination. The following breakdown shows the costs of purchase versus leasing:

Purchase		Lease	
\$ 229,687	Purchase Price (includes shipping and consultant)	\$ 5,021	Payment per month for 30 months
\$ 32,378	Job Order Contracting Markup	\$ 4,770	Shipping
\$ 49,812	Additional American Disability Act modifications based upon dollar amount of total construction contract	\$ 9,110	Consultant for Install
\$ 6,226	Miscellaneous County fees		
\$ 318,103	Total Cost of Purchasing Structure	\$ 164,510	Total Cost of Leasing Structure

The lease agreement is for thirty (30) months. If there is a delay in design, bidding or construction of the terminal remodel and an extension is needed, the Department of Transportation and Public Works will return to the Board for an extension of the lease term for the Structure. The Lease does allow for the purchase of the Structure at the end of the Lease term if the needs of the Airport should change in the amount of \$125,459.00 plus sales and use taxes. If the Board approves this Lease this Structure will be operational around the end of May 2017 in time to accommodate seasonal increases in commercial airline traffic. The anticipated start of construction for the main terminal remodel is the end of 2017 and the estimated completion date is summer/fall of 2019.

Legal Authority to Acquire

The Board is authorized to lease this structure under California Government Code section 26021, which authorizes the Board, by a resolution adopted by a four-fifths vote, to determine that the purchase or lease of personal property for the construction and completion of improvements necessary and convenient for the flying and landing of aircraft, or the maintenance of places for flying, take-off, landing, and storage of aircraft, and conveniences, structures, and other aircraft facilities is in the County's interest and that County funds shall be extended for that purpose.

General

Construction of a temporary passenger hold room is necessary to help manage passenger traffic volumes and decrease build time of new terminal by approximately four to six months.

The Department has worked with General Services, PRMD, and County Counsel on this item procuring the services to install the structure, permitting issues, and legal documents for the agreements.

Alternatives

#1- Purchase of the Structure. The purchase price of the structure, including all other components associated with the purchase, is \$318,103. As stated above, in the Purchase versus Lease section, the purchase cost of the Structure added too many additional costs and complications and leasing the Structure became the most viable alternative. Purchasing the structure would not only increase the monies paid for the Structure, it will also dramatically increase the scheduled timetable before it would be available for installation and use.

#2 – Do not acquire the Structure. An additional temporary building is required to facilitate increasing passenger volume and the remodel of the main terminal. The temporary building will reduce construction phasing complexity and the overall amount of time required for construction. The existing terminal cannot accommodate the improvements due to the number of passengers flying in and out of the Airport. If the recommended action is not approved, the remodel of the terminal building cannot be completed.

Prior Board Actions:

September 13, 2016 Item #41 Financing for Airport Terminal and Long Term Parking Design.
February 9, 2016 Item #40 Board received Airport update and requested Airport staff proceed with plans to expand the passenger terminal and long term parking.

Strategic Plan Alignment Goal 3: Invest in the Future			
This action supports the Airport’s mission is to successfully manage a key component of the County’s transportation infrastructure and continue to be a significant contributor to a strong and diverse economy that supports job growth and job retention for Sonoma County. It advocates for a well maintained transportation and facility network that promotes mobility, health and safety, connectivity and convenience.			
Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$59,069	\$60,252	45,189
Additional Appropriation Requested			
Total Expenditures	\$59,069	\$60,252	\$45,189
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$59,069	\$60,252	\$45,189
Use of Fund Balance			
Contingencies			
Total Sources	\$59,069	\$60,252	\$45,189
Narrative Explanation of Fiscal Impacts:			
Expenditure was previously approved by the Board on September 13, 2016 to be funded with the \$2.2M County Treasury Note in short term financing. Appropriations will be requested as part of 2 nd Quarter Consolidated Budget Adjustments.			
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			

Attachment #1: Rendering 1
Attachment #2: Rendering 2
Attachment #3: Rendering 3
Attachment #4: Elevation Map

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

Lease Agreement with Sprung Instant Structures, Inc.



County of Sonoma
State of California

Date: February 21, 2017

Item Number: _____
Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, to Authorize the Chair to Execute an Agreement with Sprung Instant Structures, Inc., to Provide a Temporary Tensile Structure at the Charles M. Schulz – Sonoma County Airport.

Whereas, the remodel of the terminal building at the Charles J. Schulz – Sonoma County Airport (Airport) is currently underway and to facilitate the first stage of construction, a temporary structure is needed to create temporary passenger waiting areas and to better facilitate the construction process while continuing commercial flight service; and

Whereas, after a thorough design criteria evaluation of several temporary structures, Sprung Instant Structures, Inc. was the manufacturer that could meet all of the standards and conditions needed for a temporary structure on the Airport; and

Whereas, after an analysis of lease versus purchase of the temporary structure, the viable economic solution is to lease the temporary structure during remodel of the terminal; and

Whereas, the Board has viewed three presentations of the terminal remodel project and has previously provided support for a temporary structure.

Now, Therefore, be It Resolved that the Board finds that the expenditure of County funds for the lease of a temporary structure to be used at the Airport is in the general County interest; and

Be It Further Resolved that the Board hereby authorizes the execution of the lease agreement with Sprung Instant Structures, Inc. for a temporary structure to be used at the Airport.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



MEAD & HUNT INTERIM HOLDROOM





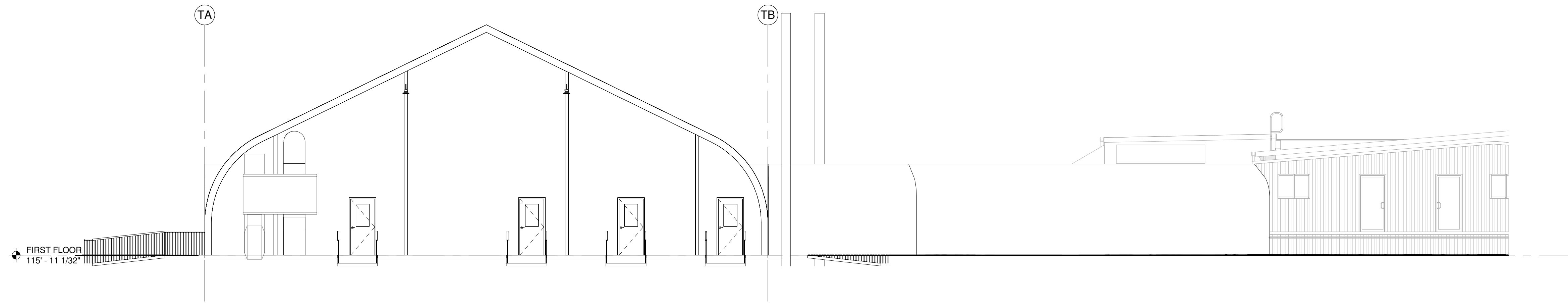
MEAD & HUNT INTERIM HOLDROOM



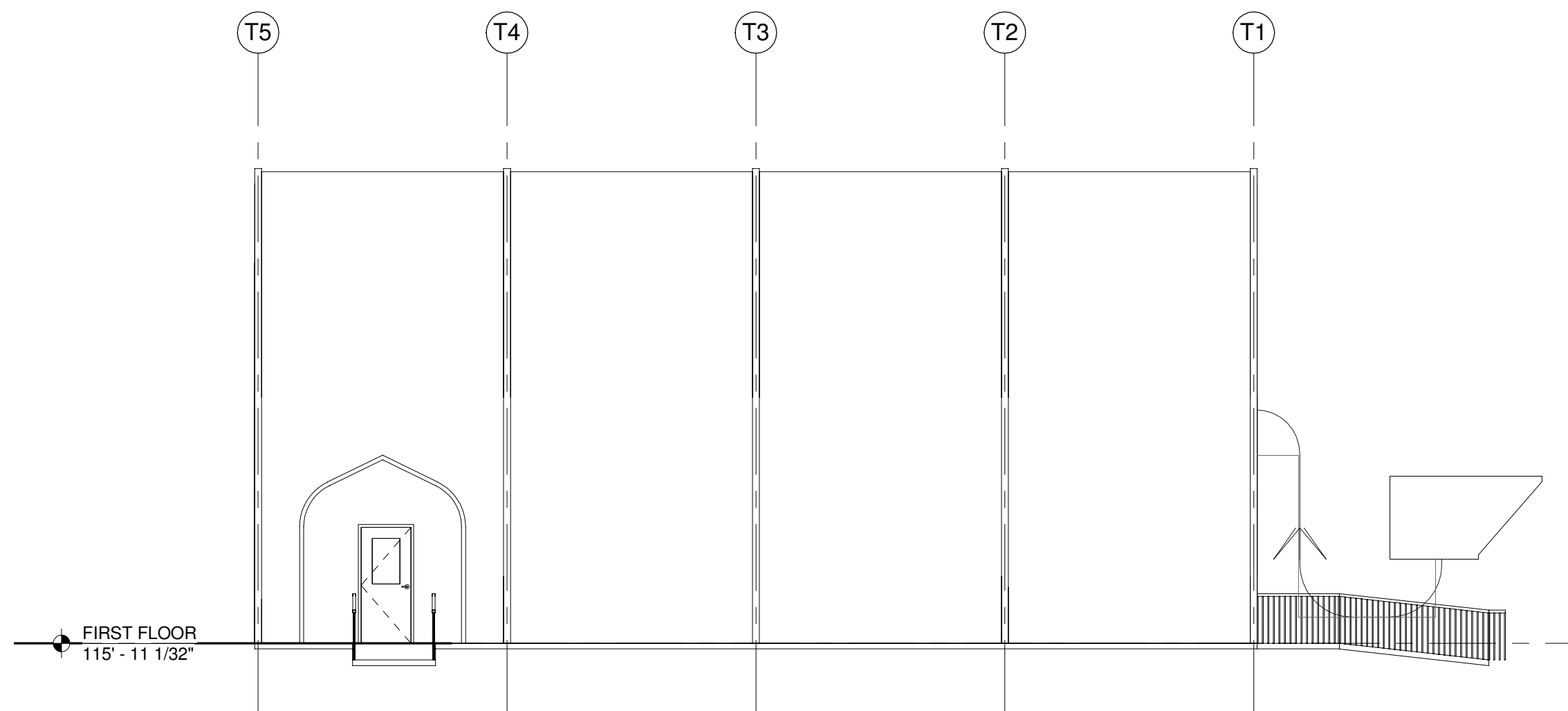


MEAD & HUNT INTERIM HOLDROOM

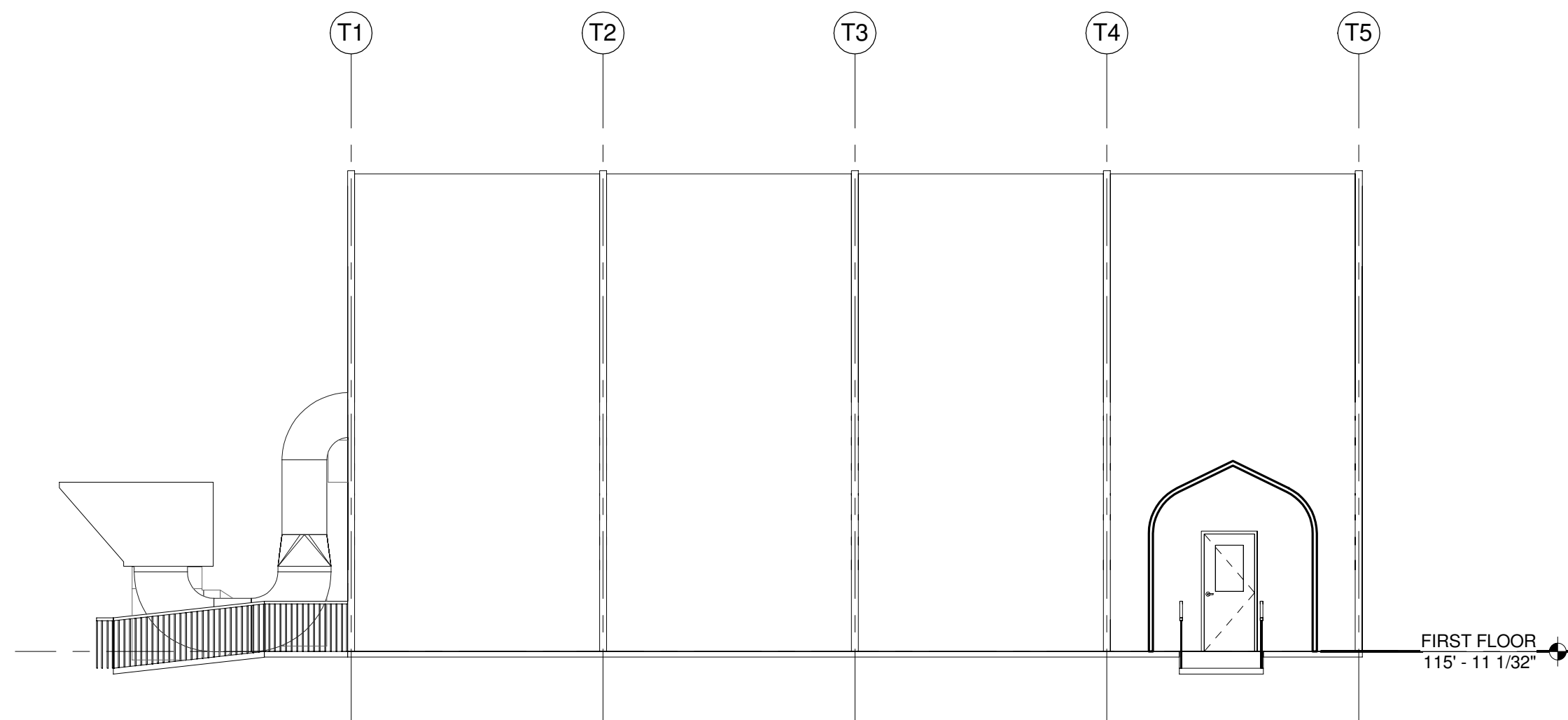




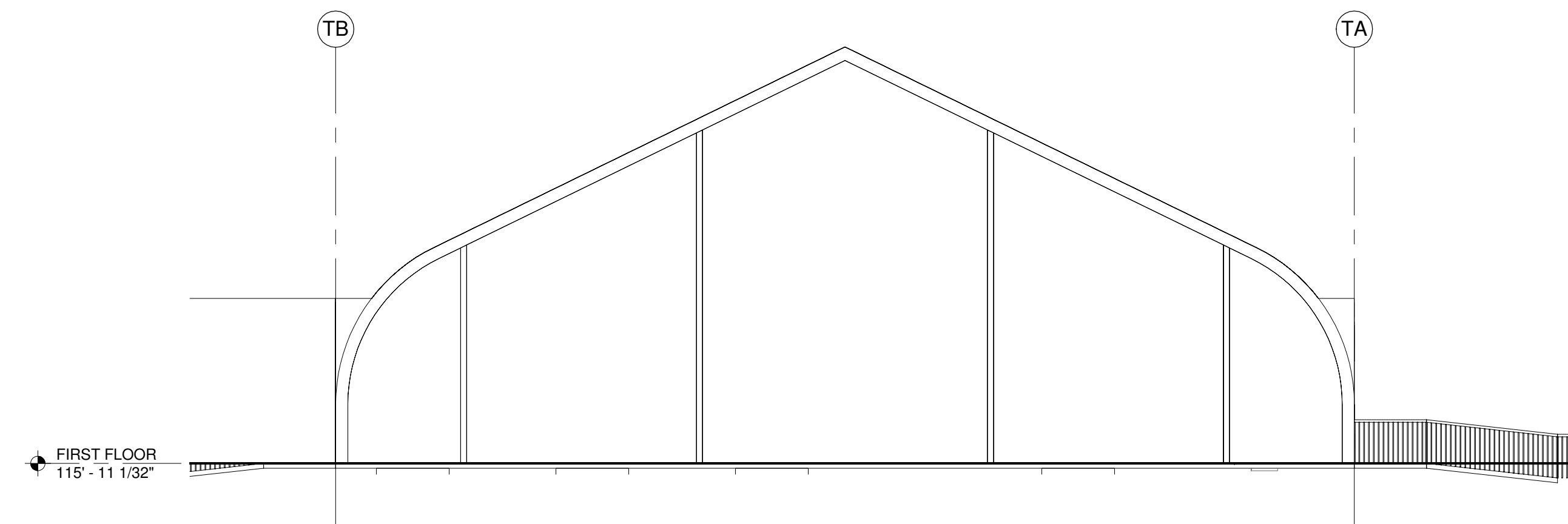
1 WEST
1/8" = 1'-0"



3 NORTH
1/8" = 1'-0"



2 SOUTH
1/8" = 1'-0"



4 EAST
1/8" = 1'-0"

**CHARLES M. SCHULZ, SONOMA COUNTY AIRPORT
STS TERMINAL, INTERIM FACILITY
DESIGN**
2200 AIRPORT BOULEVARD
SANTA ROSA, CALIFORNIA

ISSUED

NOT FOR CONSTRUCTION

M&H NO.: PROJECT NUMBER
DATE: PROJECT ISSUE DATE
DESIGNED BY: Designer
DRAWN BY: Author
CHECKED BY: Checker
DO NOT SCALE DRAWINGS

SHEET CONTENTS
EXTERIOR
ELEVATIONS

SHEET NO.:

A-201



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: February 21, 2017

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Susan Klassen – 707-565-2231

Supervisorial District(s):

Fifth

Title: Hauser Bridge Construction Support Services

Recommended Actions:

Approve and authorize the Chair to execute the second amendment to the agreement with OPAC Consulting Engineers amending the scope to include design related construction support services for the Hauser Road Bridge Replacement Project and increasing the contract amount by \$140,220, for a total not-to-exceed amount to \$869,068 with no change to the term ending December 31, 2019.

Executive Summary:

On January 10, 2017 the Board awarded the construction contract for the Hauser Bridge Replacement Project to Granite Construction. On February 7, 2017, an agreement was approved by the Board with CALTROP Corporation, Inc. for the for the construction management services necessary to deliver the project, which is expected to begin the first phase of construction in February of 2017. The current requested action amends the agreement with the bridge design firm, OPAC Consulting Engineers, to provide necessary design related technical support throughout the construction phase.

Discussion:

The Hauser Bridge Replacement Project is the first of fifteen bridge projects that Transportation and Public Works (TPW) is actively working on. The top priority are the nine mandatory seismic projects, second in priority are projects that are eligible for toll credits in lieu of local match, of which this project is one. Additionally, limited environmental constraints and minimal public impact have helped to accelerate the schedule of this project. The existing Hauser Bridge carries Hauser Bridge Road over the South Fork of the Gualala River about 4 miles east of the junction of Highway 1 and Kruse Ranch Road, near Cazadero. Built in 1947, the existing bridge consists of a one-lane steel truss structure with a steel grid style deck. The new bridge will be two lanes designed to meet current design standards including improvements to roadway approaches and appurtenant facilities. The project does not increase vehicular traffic capacity, but will provide two traffic lanes with shoulders. Due to the low traffic volume on Hauser Bridge Road, pedestrians, bicycles, and vehicles will share the travel lanes and shoulders.

In Spring of 2012 the Department advertised a Request for Qualifications (RFQ) in a newspaper of general circulation for thirty days and received 24 qualification statements from bridge consultants. The proposals were evaluated and ranked based on each consultant's response to the following criteria: experience, project team and key staff, technical ability, relevant project experience, federal project experience and project approach. Local preference was not used in the selection of a consultant for this project as federal guidelines do not allow for it, however all consultants are encouraged to use local sub-contractors when possible. A short list of eight on-call consultants was created by the selection committee. From that list, OPAC Consulting Engineers was selected for this project because of their exhibited leadership in the engineering field for innovative design.

On May 7, 2013, TPW entered into an agreement for the design of Hauser Bridge with OPAC Consulting Engineers. On November 10, 2015, the first amendment to the agreement for a no-cost time extension was approved. The current requested second amendment will provide for critical design related technical support that only the bridge designer has ability to provide for the construction phase. Although this work had been anticipated when the original contract was executed, funding limitations precluded addition of this scope at that time. The scope includes attendance at construction meetings, periodic site visits with follow-up reports on progress and any observed defects or deficiencies in the work, shop drawing reviews, review and perform independent check of falsework and shoring/trenching design, reviews of contractor submittals and other as-needed support to County resident engineer throughout the construction phase. If not awarded, the project would be at significant risk since no one else on the project delivery team is qualified to sign off on the technical aspects of the work.

This agreement is 100% federally funded, with 88.53% through the Highway Bridge Program (HBP) and the typical 11.47% local match requirement being offset with available Toll Credits. Toll or transportation development credits are a federal transportation funding tool that can be utilized by states as a means of meeting local and state matching requirements for federal funding. State credits are accrued when capital investments are made in federally-approved tolled facilities including toll roads and bridges. These credits can be used as a "soft match" meaning that they do not represent an actual source of funding but reduce the amount of funding a state or local entity has to contribute and allow many programs to be funded with 100% federal funds as opposed to the traditional 88.53/11.47% percent split between federal and state/local funding sources.

Prior Board Actions:

2/7/2017: Approval of construction management services agreement for Hauser Road Bridge replacement with CALTROP Corporation; 1/10/2017: Award of Construction contract to Granite Construction for construction of Hauser Road Bridge replacement; 11/10/2015: First Amendment to design agreement with OPAC Consulting extending term to December 31, 2015; 5/7/13: Approval of initial agreement with OPAC Consulting for design of Hauser Road Bridge replacement.

Strategic Plan Alignment Goal 3: Invest in the Future

This bridge replacement project invests in the future by replacing the County's aging infrastructure.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	28,044	112,176	
Additional Appropriation Requested			
Total Expenditures	28,044	112,176	
Funding Sources			
General Fund/WA GF			
State/Federal	28,044	112,176	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	28,044	112,176	
Narrative Explanation of Fiscal Impacts:			
Appropriations are included in the FY 2016-17 Road Division Capital Improvement budget and will be requested during FY 17-18 budget process. Estimated fiscal year breakdown of costs is detailed above. This consultant agreement is federally funded through the Highway Bridge Program.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Second Amendment			
Related Items "On File" with the Clerk of the Board:			
Original Agreement, First Amendment to Agreement			

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment ("Amendment"), dated as of _____, 2017, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and OPAC Consulting Engineers, Inc., a California Corporation, hereinafter referred to as ("Consultant").

RECITALS

WHEREAS, County and Consultant entered into that certain Agreement, dated May 7, 2013, for the engineering services associated with Hauser Road Bridge (C11006); and

WHEREAS, County and Consultant executed a First Amendment effective June 30, 2015, to extend the termination date of the original agreement; and

WHEREAS, County and Consultant desire to amend the Agreement in order to provide additional services.

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

AGREEMENT

1. Paragraph 1, Scope of Services, shall be amended to read as follows:

1.1 Consultant's Specified Services: Consultant shall perform the services described in Exhibits A and D attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibits A and D and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibits A and D the provisions in the body of Agreement shall control. Without limiting the foregoing, Consultant expressly agrees to comply with all Disadvantaged Business Enterprise ("DBE") requirements imposed on this Agreement as more specifically described in Section 13.4, below and Attachment C hereto.

2. Paragraph 2, Payment, shall be amended to read as follows:

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the following terms:

For Phase I Tasks: Consultant shall be paid in accordance with the budget set forth in Exhibit B, Phase I cost Proposal, provided, however, that total payments to Consultant shall not exceed \$254,910, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the person performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

For Phase II Tasks: Work shall not commence on Phase II Tasks until written authorization is received from County. Any work done on Phase II Tasks prior to written

authorization may not be reimbursable. For authorized Phase II work, Consultant shall be paid in accordance with the budget set forth in Exhibit B, Phase II cost Proposal, provided, however, that total payments to Consultant shall not exceed \$407,679, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the person performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Phase III, Construction Support Tasks as detailed in Exhibit D: Work shall not commence until written authorization is received from County. Any work done on Exhibit D Tasks prior to written authorization may not be reimbursable. For authorized Exhibit D work, Consultant shall be paid in accordance with the budget set forth in Exhibit D cost Proposal, provided, however, that total payments to Consultant shall not exceed \$140,220, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the person performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Contingency: A contingency of \$66,259 will be paid for authorized services as deemed necessary for services not included in Exhibit A or D. Work shall not commence on any contingency services until written authorization is received from the County. Any contingency work done without written authorization may not be reimbursable.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Paragraph 9.7 Statutory Compliance, shall be amended to read as follows:

9.7. Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and

to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

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

5. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

****THIS SPACE INTENTIONALLY LEFT BLANK****

SIGNATURES FOLLOW ON NEXT PAGE

**CONSULTANT:
OPAC Consulting Engineers**

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

**CERTIFICATES OF INSURANCE ON
FILE AND APPROVED AS TO
SUBSTANCE:**

By: _____
Department Head

Date: _____

**APPROVED AS TO FORM FOR
COUNTY:**

By: _____ Date _____
County Counsel

By: _____ Date _____
Chair, Board of Supervisors

ATTEST:

_____ Date _____
Clerk of the Board of Supervisors



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 23
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: February 21, 2017

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: Appointment

Recommended Actions:

Approve the appointment of Bonnie Koagedal to the Sonoma County Area Agency on Aging for a two year term beginning February 21, 2017 and ending February 20, 2019 (Second District).

Executive Summary:

Discussion:

Prior Board Actions:

None.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
None.			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 24
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: February 21, 2017

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):

2nd District

Title: Appointment

Recommended Actions:

Appoint Brandon Stewart to the Sonoma County Veterans Memorial Building Advisory Committee, representing the 2nd District, for a term of 2 years beginning February 21, 2017 and ending February 20, 2019. (2nd District)

Executive Summary:

Approve the appointment of Brandon Stewart to the Sonoma County Veterans Memorial Building Advisory Committee, representing the 2nd District, for a term of 2 years beginning February 21, 2017 and ending February 20, 2019. (2nd District)

Discussion:

Prior Board Actions:

N/A

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			



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 Agenda Date: February 21, 2017

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: Appointment

Recommended Actions:

Approve appointment of Matthew Lars Jensen to the Mental Health Board for a term of three years, ending 12/31/2019 (Third District).

Executive Summary:

Approve appointment of Matthew Lars Jensen to the Mental Health Board for a term of three years, ending 12/31/2019 (Third District).

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			



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: February 21, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Gore (707) 565-2241

Supervisorial District(s):

Fourth District

Title: Appointment

Recommended Actions:

Approve the appointment of Amy Loukonen to the Sonoma County Bicycle and Pedestrian Advisory Committee to serve a two year term beginning February 21, 2017 and ending February 21, 2019.

Executive Summary:

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			



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: February 21, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Gore (707) 565-2241

Supervisorial District(s):

Fourth District

Title: Appointment

Recommended Actions:

Approve the appointment of L. Jani Sheppard to the Advisory Council to Area Agency on Aging, Sonoma County to serve a two year term beginning February 21, 2017 and ending February 21, 2019.

Executive Summary:

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 28
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 21, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Gore (707) 565-2241

Supervisorial District(s):

Fourth District

Title: Appointment

Recommended Actions:

Appoint William Smith, Jenifer Gomez, and Mike Tierney to the Dry Creek Valley Citizens Advisory Council for a two year term beginning January 1, 2017 and ending December 31, 2018.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 15-16

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

Narrative Explanation of Fiscal Impacts (If Required):			
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:			
Applications for all three commissioners.			



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

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Gore (707) 565-2241

Supervisorial District(s):

Fourth District

Title: Amendment to Reappointment Term

Recommended Actions:

Amend the term start and end dates for the reappointment of John Suazo to the Mental Health Board, representing the Fourth District for a three year term beginning January 1 and ending December 31, 2019.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 15-16

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

Narrative Explanation of Fiscal Impacts (If Required):			
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:			
Application and original, incorrect attested item			



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: February 21, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board Of Supervisors

Staff Name and Phone Number:

Supervisor James Gore, 575-3758

Supervisorial District(s):

Fourth District

Title: Appointment

Recommended Actions:

Re-Appoint Bob Anderson to the Agricultural Preservation and Open Space Fiscal Oversight Commission for a 2 year term effective February 21, 2017 through February 21, 2019.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 16-17

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

Narrative Explanation of Fiscal Impacts (If Required):			
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: 31
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor James Gore 565-2241

Supervisorial District(s):

Fourth District

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution honoring Richard Thomas, Nick Frey Community Contribution Award recipient, for his life time of dedication to the development and excellence of viticulture in Sonoma County.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment

Fiscal Summary - FY 16-17

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

Narrative Explanation of Fiscal Impacts (If Required):			
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:			



County of Sonoma
State of California

Date: February 7, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Honoring Richard Thomas, Nick Frey Community Award Recipient, For His Life Time Of
Dedication To the Development and Excellence In Viticulture In Sonoma County.**

Whereas, Richard Thomas has dedicated his entire life to agriculture, beginning in his youth as a member of FFA,

Whereas, he realized early on, Sonoma County's climate and soil is perfect for viticulture and shaped and influenced the development of the county's world famous wine industry,

Whereas, Richard Thomas developed the viticulture program Santa Rosa Junior College and dedicated his career to teaching the majority of Sonoma County's wine grape growers and wine makers through that program,

Whereas, he, has continually sought knowledge and education in viticulture from all over the world, including Australia and Europe, and has brought that knowledge back to Sonoma County to share with wine grape growers to continually build the excellence of Sonoma County wine,

Whereas, Richard Thomas is widely published on the topic of viticulture, making him highly regarded throughout the state for his expertise and innovation,

Whereas, he has dedicated countless hours and energy to the promotion and development of the wine industry through the development of the Harvest Fair, the incorporation of the Sonoma County Grape Growers Association, and by serving on the Sonoma County Vineyard Technical Group,

Whereas, Rich Thomas has left an indelible mark on the world renowned Sonoma County wine industry.

Resolution #

Date:

Page 2

**Now, Therefore, Be It Resolved the Board of Supervisors of the County of Sonoma,
Honor Richard Thomas for His Life Time of Dedication to the Development and
Excellence of Viticulture in Sonoma County.**

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 32
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: February 21, 2017

Vote Requirement: No Vote Required

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Susan Gorin / 565-2241

Supervisorial District(s):

First

Title: Gold Resolution

Recommended Actions:

Adopt a Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Honoring Majorie Davis Upon Her Retirement from Fawn Rescue

Executive Summary:

Gold Resolution Honoring Majorie Davis Upon Her Retirement from Fawn Rescue

Discussion:

Prior Board Actions:

Strategic Plan Alignment Not Applicable

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: February 25, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Honoring Majorie Davis Upon Her Retirement from Fawn Rescue

WHEREAS, in 1989, Marjorie Davis founded the only wildlife center in Sonoma County that is licensed for long-term care of deer. Fawn Rescue has provided a unique and necessary service to the community through their work rehabilitating ill, injured and orphaned black-tailed fawns, often caring 100 or more fawns in one season; and

WHEREAS, the Mission Statement of Fawn Rescue reads: "All Fawn Rescue's fawns come to us due to human interference. Therefore, we feel a deep obligation to restore them to health and return them to their natural habitat where they belong." Fawn Rescue is a nonprofit, public benefit organization working under a MOU issued by the State of California Department of Fish and Game. Through grass roots fundraising, Fawn Rescue has:

- Purchased a pickup truck with camper shell to provide safe and comfortable transportation of fawns;
- Constructed an emergency care center and created a natural environment allowing fawns to remain wild and free;
- Established several satellite shelters on outlying, private land located throughout the county, where fawns are raised and released, preventing overpopulation;
- Provided all shelters with solar-powered electric fencing to protect fawns from predators, and a capture chute for use in case of emergency;
- Accumulated an extensive wildlife reference library;
- Established a portable educational wildlife exhibit containing fourteen displays of native wildlife mounted in natural settings, used in our public educational programs; and

WHEREAS, since its inception in 1989, Marjorie Davis has headed the board of Fawn Rescue. Now, at the age of 95 years old, she is retiring. The community is deeply thankful for Marjorie's service to Sonoma County over the past 27 years providing wildlife rehabilitation and free educational talks to the public and local schools about native wildlife; and

WHEREAS, Marjorie worked closely with a pathologist in deer disease research. Her efforts and submitted samples of a unique and life-threatening disease enabled the doctor and diagnostic lab to successfully isolate and identify a genetically distinct, deer-specific, viral disease comprising a new genus: Deer Pox Virus. Through this same pathologist, discovered a second deer disease new to California: Hair Loss Syndrome; and,

WHEREAS, Marjorie worked to develop a formula to specifically address the rich nutritional needs of

Resolution #

Date:

Page 2

Black-Tailed fawns. She requested an animal nutrition company to manufacture a new, specialized formula using the analysis of doe's milk. Today, fawns thrive and lives are being saved through the entire west coast region due to proper nutrition; and

WHEREAS, Fawn Rescue has been an invaluable resource for local jurisdictions in handling deer. Marjorie responded seven days a week to wildlife calls from the California Department of Fish and Wildlife, Animal Regulation, the Humane Society, animal care agencies, all Sonoma County wildlife centers, Police and Sheriff Departments, Park Rangers, veterinarians, and the public. No one is charged for the services provided; and

WHEREAS, Marjorie has truly made a valuable contribution to our community through her long career dedicated to animal welfare and education; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Sonoma County honors Marjorie Davis upon her retirement from Fawn Rescue.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 33
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: February 21, 2017

Vote Requirement: No Vote Required

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Susan Gorin / 565-2241

Supervisorial District(s):

First

Title: Gold Resolution

Recommended Actions:

Adopt a Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Congratulating Peter Hansen on being named Sonoma's Treasure Artist of 2017

Executive Summary:

Gold Resolution Congratulating Peter Hansen on being named Sonoma's Treasure Artist of 2017

Discussion:

Prior Board Actions:

Strategic Plan Alignment Not Applicable

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: January 25, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Congratulating Peter Hansen on being named Sonoma's Treasure Artist of 2017

WHEREAS, each year since 1983, the City of Sonoma's Cultural and Fine Arts Commission selects an artist whose body of work and service to the community are substantial, exceptional and inspiring. The Sonoma Treasure Artist honors local artists who, in addition to promoting the arts, help enrich the Valley with their commitment to their craft; and,

WHEREAS, for the year 2017, the city of Sonoma has selected Peter Hansen, chosen for his significant contributions to the community through his work as a filmmaker, community volunteer and most notably, his dedication as an educator and steward for the Sonoma Valley High School (SVHS) Media Arts Program; and

WHEREAS, in 2002, Peter left the corporate world and volunteered with the inaugural film workshop for high school students, a project of the Sonoma International Film Festival (SIFF). This decision would prove life changing and the following year, he took the helm of the Media Arts Program at SVHS where has remained, generously supported by SIFF. The relationship between SIFF and Peter has remained strong and incredibly productive. Over the past 15 years, SIFF has invested approximately 500K into the program, largely due to Peter's impressive leadership in crafting a curriculum that is both meaningful and a benefit to the community at large. He has also volunteered his time and considerable energies to help promote nonprofits and other organizations serving our youth; and,

WHEREAS, Peter's passion of teaching the language of art and critical thinking through media has directly influenced the lives of over 2,000 students and sent dozens into the art of filmmaking as a career. Peter has ensured those who want to enter the field have support through \$150K of scholarships. He has risen to every challenge to the program over the past 15 years, especially with regard to funding. Where other art programs suffered due to budget cuts, Peter worked harder, longer hours and with SIFF's support, he managed to improve and expand the Media Arts Program each year through grants and private donations funding the latest technology; and

WHEREAS, the Media Arts Program is comprehensive and supportive of student expression, opening doors to creativity in the digital arts through filmmaking, animation, scriptwriting, film theory, and most importantly, storytelling. With Hansen's guidance, advanced media students at Sonoma Valley High produce weekly news broadcasts in addition to creating their own short films. Each year, Peter and his

Resolution #

Date:

Page 2

students produce an annual student film festival as part of the Sonoma International Film Festival, screening approximately 20 films each year. Peter optimizes the experience by inviting film making professionals to speak to his classes at every opportunity during the festival; and

WHEREAS, Peter has been tireless and humble in his support of his students. His passion is contagious and inspiring to all who encounter him. Within minutes of talking to Peter, it is abundantly clear that here is a teacher who really loves his job and his kids. He stated, "I have found a power through teaching understand - understand - and perhaps are reinventing as their own. I speak their language and help build bridges to their passionate careers in the arts. It is a great honor to have the trust and responsibility of the parents, community, school, and mostly the students themselves. We use contiguous media to help young people grow, and learn about their world, and themselves. Filmmaking [has] the power to affect change, to reach youth and genuinely make a difference. It is a language [...] that cannot be denied"; and

WHEREAS, the blending of art and service is a rare and necessary component to the health and well-being of our society. The people of Sonoma Valley are blessed to have Peter Hansen's passion and dedication to the youth and arts in the center of our community. As Albert Einstein aptly noted, "It is the supreme art of the teacher to awaken joy in creative expression and knowledge." We are thankful for Peter's service to the arts, our children, and our lives.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Sonoma County Congratulates Peter Hansen on being named as Sonoma Cultural and Fine Arts Commission's Treasure Artist for 2017.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 34
(This Section for use by Clerk of the Board Only.)

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

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Sheri J. Emerson, Stewardship Manager, 565-7358
Elizabeth Tyree, Grants Program Manager, 565-2575

Supervisory District(s):

1

Title: Cresta Ranch: CalRecycle Grant Application for Cannabis Cleanup

Recommended Actions:

Adopt a Joint Resolution authorizing submittal of an application for the CalRecycle Farm and Ranch Solid Waste Cleanup and Abatement Grant Program

Executive Summary:

The Cresta Ranch property is located in the Mark West Creek area Northeast of Santa Rosa and is adjacent to several other properties owned by the District which will become the Mark West Creek Regional Park and Open Space Preserve.

The District discovered an illegal Cannabis cultivation in a remote section of the Cresta Ranch property in October of 2016. The extent of the environmental damage caused by the growing and processing operation was initially assessed in December of 2016, when it was determined safe for District and Regional Parks personnel to access the site. A more detailed assessment was completed by a hazardous materials consultant in January of 2017. As the site was abandoned by the time the grow site could be safely evaluated, the responsible party has not been found.

Regional Parks is eligible to receive grant funds from the CalRecycle Farm and Ranch Solid Waste Cleanup and Abatement Grant Program. Up to \$50,000 in funds are available to assist with cleanup costs. The District will use Measure F sales tax funds towards the remainder of cleanup costs, which are estimated to be up to an additional \$50,000. The District and Regional Parks intend to partner with Sonoma County Probation, and various natural resource agencies to clean up and restore the disturbed areas.

District staff have been in communication with County Sheriff personnel regarding this and other grow sites discovered on District-held conservation easements and District-owned properties. Use of public and private lands for illegal Cannabis grow operations has been an ongoing issue in Sonoma County, resulting in extensive damage to land and waterways that support various fish and wildlife species, and dangerous conditions for landowners and land managers.

Discussion:

The Cresta Ranch property was purchased by the District in 2007 to preserve the scenic viewshed from Porter Creek Road, and to ensure that the woodlands, meadows, riparian vegetation, and sections of Porter Creek and Mark West Creek that occur on the property are protected in perpetuity, and to allow for low-intensity recreational uses where consistent with the conservation values stated above. The Cresta Ranch property is an integral part of the future Mark West Creek Regional Park and Open Space Preserve, expected to be created through a property transfer to Sonoma County Regional Parks later this year.

A hazardous materials assessment of the Cannabis cultivation site, located in a remote area of the Cresta Ranch property, was completed in January of 2017. The cleanup of the site, which is estimated to have included more than 1,000 plants, will involve the removal of an estimated 4,500 pounds of solid waste, including car batteries, camping supplies, irrigation tubing, tarps, and miscellaneous plant material, garbage, and other debris. The work will also involve regrading and replanting within the growing areas, which had been cleared of vegetation and altered to create terraces for plantings, and three large water basins. A major concern is that one of the basins and much of the garbage is located within an unnamed tributary to Mark West Creek, which is known to support the federally protected Coho salmon and steelhead trout.

District staff continue to reach out to various agencies and funding sources for assistance with both assessing the environmental damage and with planning habitat restoration activities. Staff from the California Department of Fish and Wildlife's Watershed Enforcement Team have already visited the site and will be providing the District with recommendations on priorities for the cleanup and site restoration activities, which are anticipated to be completed during the summer of 2017.

Illegal Cannabis cultivation is an issue for both public and private lands throughout Sonoma County. Grow sites have caused extensive damage to natural lands in particular, impacting forests, creating instable slopes, and polluting streams. The Sheriff's Office actively pursues enforcement on discovered grows where a responsible party can be identified. Currently, the Sheriff's Office has an access agreement with the District to train its eradication team using the more remote District-owned properties. The District has had some success implementing a volunteer patrol program at its Calabazas Creek Preserve, which increases the eyes and ears on the property before it can be transferred to a park entity and opened to public access. On March 7, Sonoma County voters will decide on Measure A, the Cannabis Business Tax. If the tax passes, some of the revenues could be used for clean-up of illegal cannabis grows, such as the one discovered at Cresta Ranch.

California Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs in furtherance of the State of

California’s efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment.

CalRecycle’s Farm and Ranch Solid Waste Cleanup and Abatement Grant Program is accepting applications to their pilot program for funding to assist with cleanup and restoration of properties affected by such circumstances. Grant funds will be awarded in April of 2017. The Cresta Ranch proposal is expected to be very competitive, due to the type and amount of waste material that has been left onsite from the Cannabis cultivation operation, and the potential to restore the disturbed areas to their natural condition.

The CalRecycle application requires a resolution from District Board of Directors and Sonoma County Board of Supervisors. Therefore, the District General Manager and Regional Parks Director recommend that your Boards adopt a joint resolution authorizing submittal of an application for the CalRecycle Farm and Ranch Solid Waste Cleanup and Abatement Grant Program.

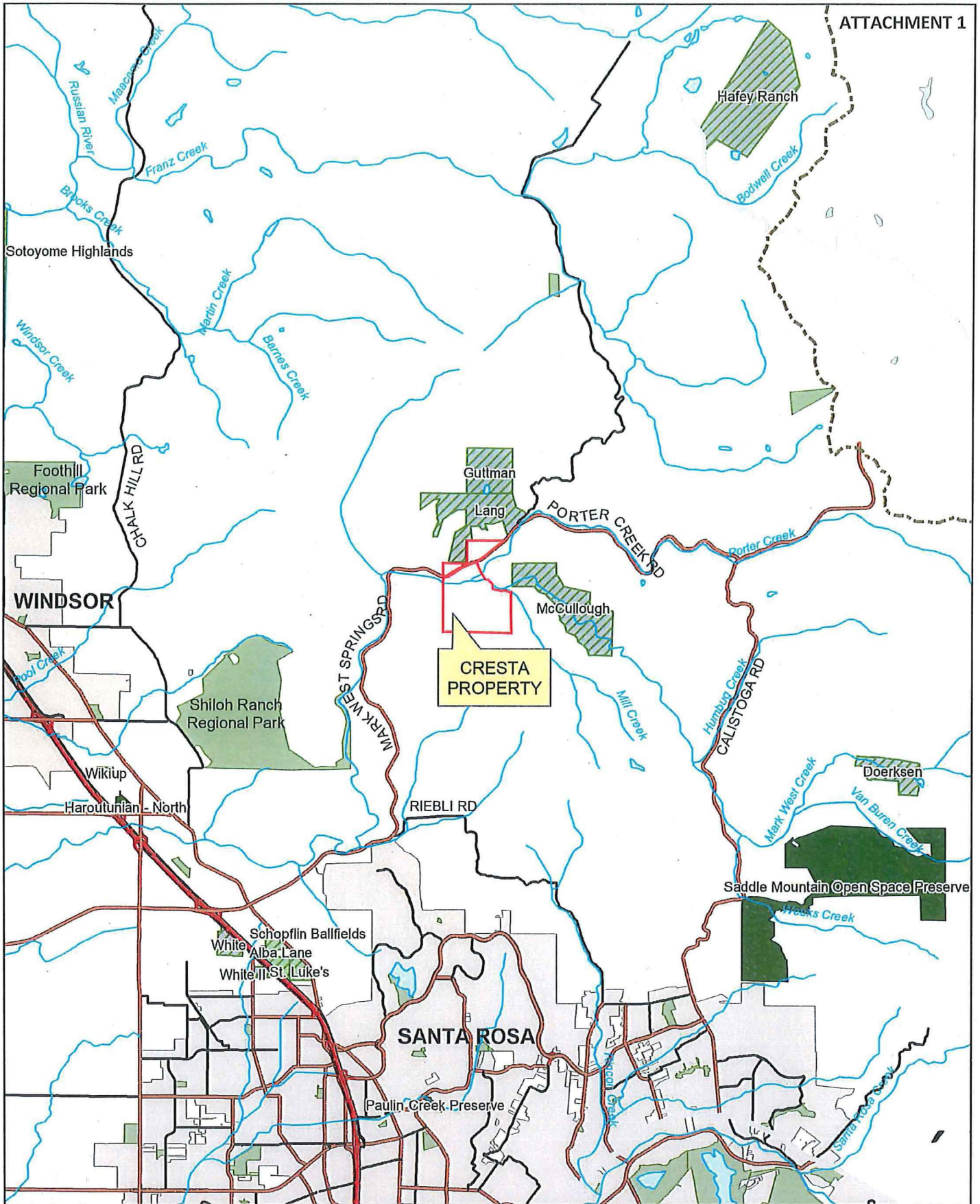
Prior Board Actions:

October 23, 2007: District Board approves the purchase of fee title to the 340.19 acre Cresta property for a purchase price of \$3,060,000. (Resolution #07-0895)

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

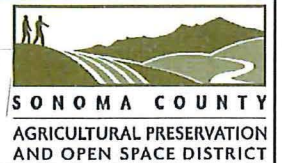
Grant funding will help pay for the cleanup and restoration of an extensive illegal Cannabis cultivation site discovered at the District-owned Cresta Ranch property.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
No fiscal impact as this is an authorization to apply for the grant funding. There is no match requirement, however total costs of the cleanup are estimated at up to \$100,000, and the remainder will come from District funds. There are adequate appropriations in the District's budget to complete the work should the grant not be awarded. No budget adjustments will be 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:			
<ol style="list-style-type: none"> 1. Cresta Ranch Location Map 2. Resolution 			
Related Items "On File" with the Clerk of the Board:			
None.			



CRESTA PROPERTY
3035 PORTER CREEK ROAD
SANTA ROSA, CALIFORNIA
340.19 ACRES

AREA LOCATION MAP



Date: February 21, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

A Joint Resolution Of The Board Of Directors Of The Sonoma County Agricultural Preservation and Open Space District, State Of California, and the Board of Supervisors of the County of Sonoma (County) Authorizing Submittal of an Application for the CalRecycle Farm and Ranch Solid Waste Cleanup and Abatement Grant Program

Whereas, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

Whereas, in October of 2016, the District discovered an extensive unauthorized Cannabis cultivation operation on the District's Cresta Ranch property,

Whereas, the District intends to transfer fee-title of the Cresta Ranch property, along with several other adjacent properties, to Sonoma County Regional Parks for operation and management as the Mark West Creek Regional Park and Open Space Preserve; and

Whereas, activities associated with the Cannabis cultivation were determined to have caused extensive damage to the natural resources of the property, including damage to an unnamed tributary to Mark West Creek; and

Whereas, the Sonoma County Regional Parks is eligible to apply for funds towards the site cleanup and restoration through the CalRecycle Farm and Ranch Solid Waste Cleanup and Abatement Grant Program; and

Whereas, in furtherance of the authority referenced above, CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

Whereas, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

Now, Therefore, Be It Resolved that the Sonoma County Agricultural Preservation and Open Space District Board of Directors and the Sonoma County Board of Supervisors authorizes the submittal of an application to CalRecycle for the Farm and Ranch Solid Waste Cleanup and Abatement Grant Program; and

Resolution #

Date:

Page 2

Be It Further Resolved that the Regional Parks Director or his/her designee is hereby authorized and empowered to execute in the name of the Sonoma County Regional Parks all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

Be It Further Resolved that these authorizations are effective for five (5) years from the date of adoption of this resolution.

Directors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Cresta Ranch: CalRecycle Grant Application for Cannabis site cleanup

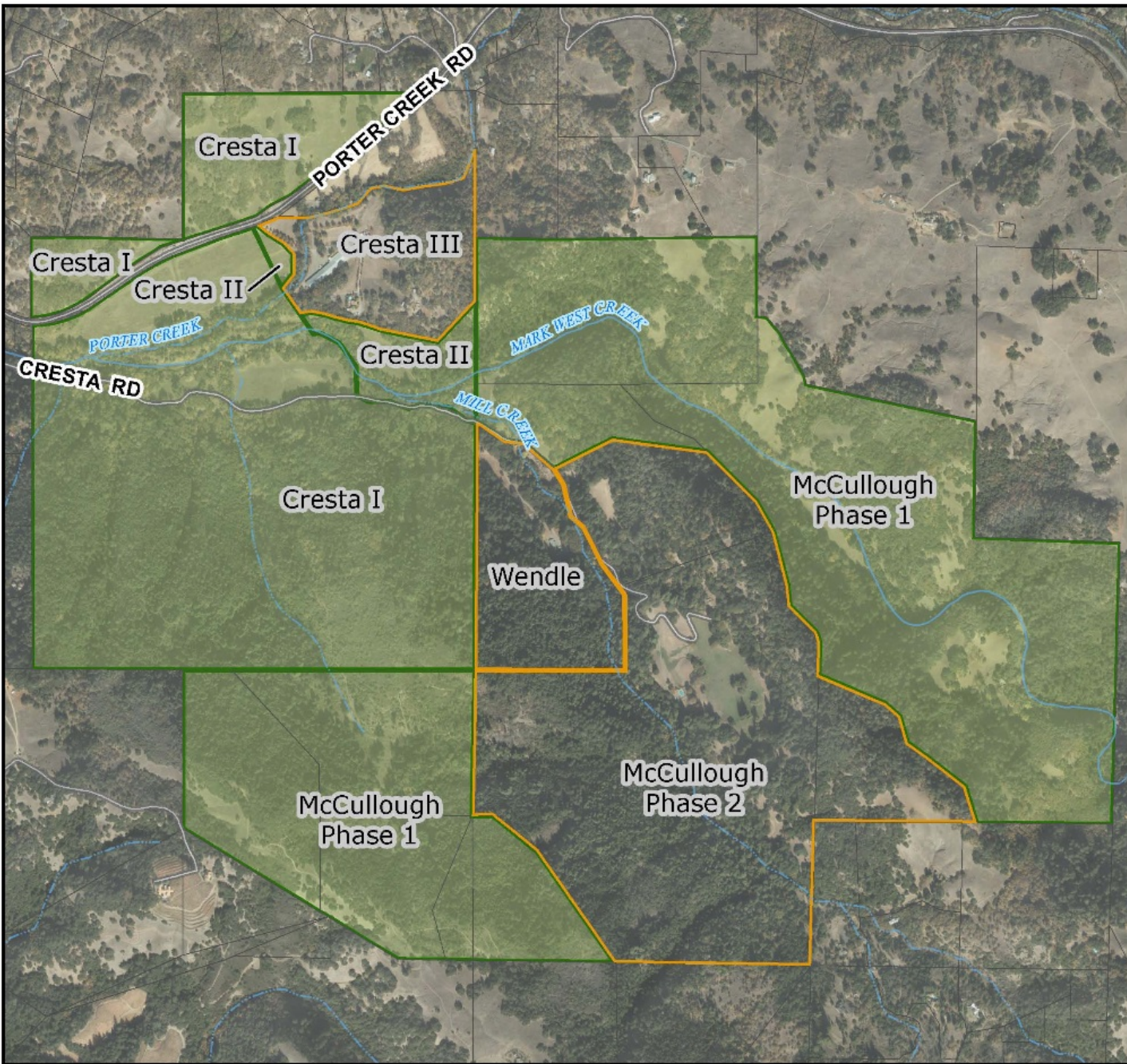
Sonoma County Board of Supervisors
and

Sonoma County Agricultural Preservation and Open Space District Board of Directors
February 21, 2017

Sheri J. Emerson, Stewardship Manager,
Agricultural Preservation and Open Space District
Bert Whitaker, Park Manager, Regional Parks



Mark West Park and Open Space Preserve Acquisition Map



-  Perennial Stream
-  Intermittent Stream
-  Potential Acquisition
-  District Fee Property
-  Assessor Parcel



0 0.25
Miles



SONOMA COUNTY
AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

Map Date: 5/13/2016
Sources: SCWA (streams); County GIS (roads, parcels); NASA/UMD/USI/Tuckman (imagery)
This map is for illustrative purposes; it is not intended to be a definitive property description.



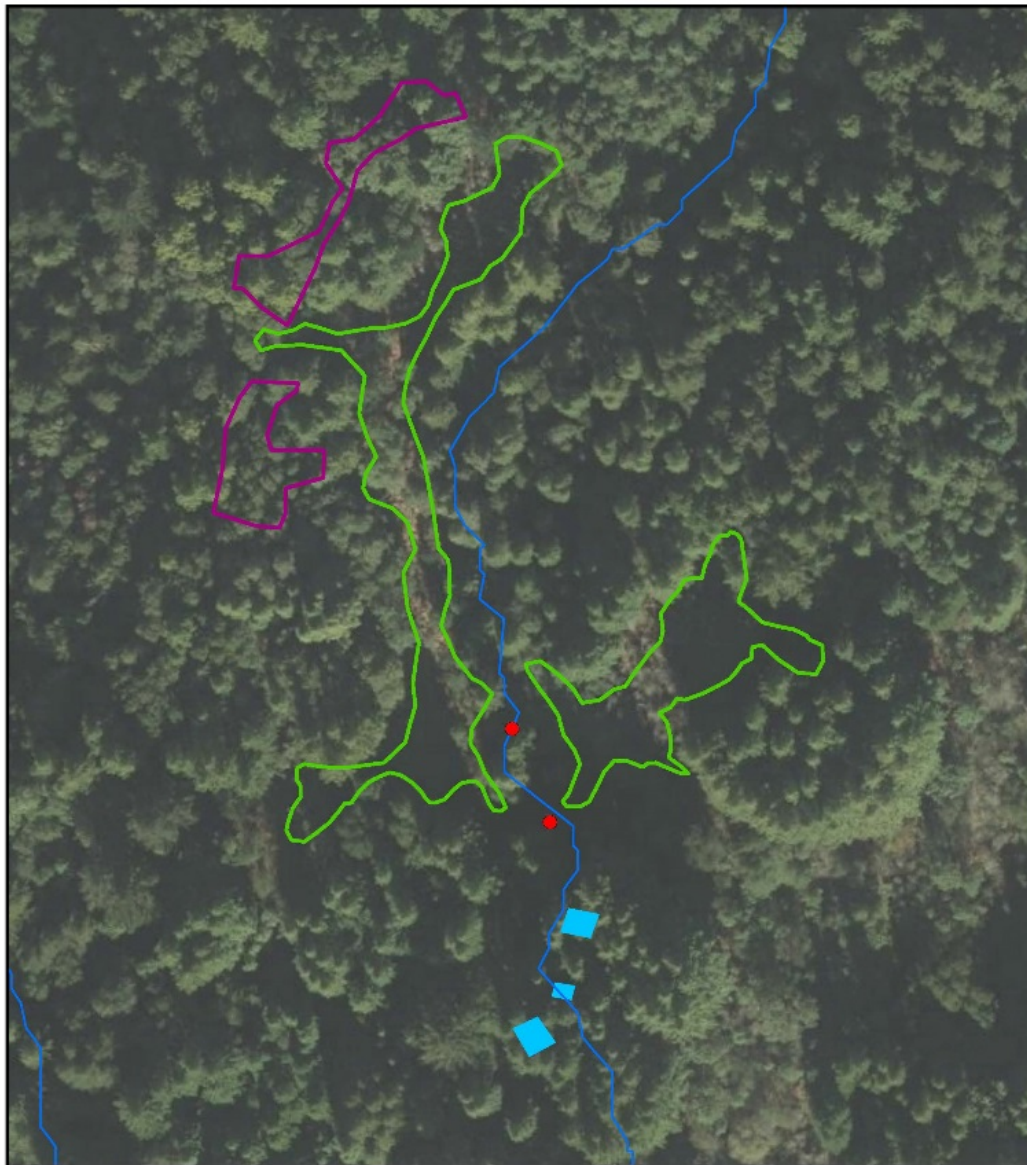
McCullough

Wendle

Cresta

Porter Creek Rd

Sally Rd



**Cresta Cannabis Grow
Site Map**



Map Date: 1/27/2017
 Sources: Sonoma Veg Map (strawm);
 NASALMD/WIS (Oct 2013 imagery)
 This map is for illustrative purposes only and is
 not intended to be a definitive property description.



- Garbage Piles
- Streams
- Grow Site Boundary
- Camp & Processing Areas
- Irrigation Ponds











CalRecycle Farm and Ranch Solid Waste Cleanup and Abatement Grant Program



- Pilot applications now being accepted- April 2017 grant award
- Regional Parks is eligible to receive grant funds from the CalRecycle Program. Up to \$50,000 in funds are available to assist with cleanup costs.
- The District will use Measure F sales tax funds towards the remainder of cleanup costs, which are estimated to be up to an additional \$50,000.



SONOMA COUNTY REGIONAL PARKS

← NORTH SONOMA
MOUNTAIN TRAIL
4 mi. to
JACK LONDON STATE
HISTORIC PARK

→ VISTA TRAIL

→ UMBRELLA TREE
TRAIL 0.8 mi



TRAIL COURTESY



YIELD TO



Staff recommendation

- District General Manager and Regional Parks Director recommend that your Boards adopt a joint resolution authorizing submittal of an application for the CalRecycle Farm and Ranch Solid Waste Cleanup and Abatement Grant Program for funds to clean up the Cannabis site found at Cresta Ranch.





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 35
(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: February 21, 2017

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Sara Press, 565-7368

Supervisorial District(s):

Fifth District

Title: Howlett Forest Conservation Easement Acquisition

Recommended Actions:

- A. Adopt a resolution taking the necessary actions to acquire a conservation easement over the Howlett Forest property for \$6,130,000.
- B. Authorize the District to advance \$300,000 to cover the Habitat Conservation Fund's contribution towards the acquisition of the conservation easement over the Howlett Forest property.

Executive Summary:

The Howlett Forest property consists of 1,380 acres in northwest Sonoma County that contains one of the last remaining privately-owned intact old-growth forests in the county. The Sonoma County Agricultural Preservation and Open Space District (District) is proposing to acquire a conservation easement over the property to protect the natural resources while allowing sustainable forestry management to continue. Funding partners for this acquisition include the California State Parks' Habitat Conservation Fund and private funding brought to the project by Sonoma Land Trust.

Discussion:

Property Significance and Conservation Easement

Property

The property is approximately ten miles inland from the Pacific Ocean, approximately five miles northeast of the town of Annapolis, off of Kelly Road (see attached project location map).

The property is a 1,380-acre privately-owned working forest located in the Gualala River watershed with some of the largest and tallest stands of redwood and Douglas-fir trees, including old-growth redwoods, in the region. The old-growth and diverse uneven-age forests on the property, and nearly six miles of healthy riparian corridors, provide critical habitat for special-status species including Northern Spotted Owl, steelhead trout, and California red-legged frogs, all of which have been observed on the property. This type of forest in northern California - including redwoods, Douglas-fir, tanoaks, and Oregon white

oak - not only supports various resident and migratory bird species, but also provides habitat for large mammals such as the black bear, bobcat, mountain lion, and American badger.

The property contains 5.75 miles of headwater streams of Buckeye Creek and Rockpile Creek, two of the five main tributaries that drain to the Gualala River. The Gualala River and its tributaries provide habitat for anadromous coho salmon and steelhead trout, as well as resident populations of rainbow trout. The riparian habitat on the property is healthy, and some creek corridors have never been logged.

The property provides habitat connectivity important for wildlife movement in the region. Protection of the property will contribute to the integrity of the large intact forested landscape in the region, widening a narrow connection of protected habitat within a contiguous corridor of protected redwood and Douglas-fir forestland running from northwestern Sonoma County up through Mendocino County.

Historic uses of the property include recreation and timber operations. Currently, there is one residence, with associated outbuildings, and an approved non-industrial timber harvest plan (NTMP) for the forest.

Project Structure

The conservation easement on Howlett Forest will protect the natural resources on the property, including habitat connectivity, while allowing for residential use, approximately ten acres for agricultural crops, and sustainable timber harvest by prohibiting subdivision and development and restricting the type of forestry permitted.

The property will be able to be subdivided into a 166-acre parcel (which exists as a recorded certificate of compliance) and a parcel that encompasses the rest of the property (see attached project structure map). One primary residence is allowed on each parcel. All residences and accessory structures must be located within the identified building envelopes, which encompass the existing house and outbuildings.

The forest is divided into two types of areas: Reserve Areas and Working Forest. The Reserve Areas encompass no less than 158 acres along all the Class I and most of the Class II creeks, as well as other areas that have large (presumably old growth) trees. Only activities that restore or improve the health of the forest or other natural resources are allowed in the Reserve Areas. Restricted commercial harvesting is allowed in the Working Forest, as long as management activities are maintaining natural healthy forest conditions and retaining large trees and hardwood components. The conservation easement requires a Forest Management Plan and an updated NTMP to be reviewed and approved by the District prior to any forestry activities occurring.

Appraisal

John Hanna of Hanna & Associates prepared a full narrative appraisal of the conservation easement with a date of valuation of June 6, 2016 that concludes that the appraised value of the conservation easement is \$6,495,000. The District's Fiscal Oversight Commission reviewed the appraisal at its January 5 and February 9, 2017 meetings and determined that a payment for up to the appraised value would not exceed fair market value for the acquisition of the conservation easement.

Acquisition Funding

The District and the landowner have agreed on an acquisition price of \$6,130,000 for the conservation easement, which reflects an approximate 5% donation from the landowner. The District has received a \$300,000 grant from California State Parks' Habitat Conservation Fund (HCF Grant) to be used toward the acquisition, and Sonoma Land Trust has obtained private funding in an amount of \$1,280,000 from the Gordon and Betty Moore Foundation, and \$50,000 from the San Francisco Foundation to contribute to the acquisition. The District's financial contribution would be \$4,500,000. The Board should note that the Habitat Conservation Fund's normal procedures require the District to advance the \$300,000 that will be funded by the HCF Grant and seek reimbursement from HCF after the District acquires the conservation easement.

Conformance with Adopted Plans

Sonoma County General Plan 2020

The project furthers several goals and policies in Sonoma County's General Plan 2020, specifically in the Land Use, and Open Space and Resource Conservation Elements as noted below:

- A. Encourage conservation of undeveloped land, open space, and agricultural lands, protection of water and soil quality, restoration of ecosystems, and minimization or elimination of the disruption of existing natural ecosystems and flood plains. (Policy LU-11f)
- B. Preserve the unique rural and natural character of Sonoma County for residents, businesses, visitors and future generations. (Goal OSRC-6)
- C. Protect and enhance the County's natural habitats and diverse plant and animal communities. (Goal OSRC-7)
- D. Encourage preservation and public acquisition of remaining old growth Redwood and Douglas fir forests in private ownership within the county. Because of their rarity and biological importance, these sensitive natural community types should be made priorities for protection through conservation easements, fee title purchase, or other mechanisms. (Policy OSRC-7u)
- E. Protect and enhance Riparian Corridors and functions along streams, balancing the need for agricultural production, urban development, timber and mining operations, and other land uses with the preservation of riparian vegetation, protection of water resources, flood control, bank stabilization, and other riparian functions and values. (Goal OSRC-8)
- F. Preserve, sustain and restore forestry resources for their economic, conservation, recreation, and open space values. (Goal OSRC-12)

District Acquisition Plan: Connecting Communities and the Land

The project furthers objectives in the District's acquisition plan in the **Water, Wildlife and Natural Areas** category, specifically to preserve natural systems and lands that support the diverse biological resources of the county, that provide viable habitat linkages for wildlife, and that protect water resources to benefit human communities, as well as fish and wildlife.

District Expenditure Plan

The project is consistent with the District's Expenditure Plan, specifically the protection of biotic habitat areas, riparian corridors, and other areas of biotic significance, including woodlands and forests, wildlife habitat corridors and lands along creeks and streams critical to protecting fisheries and water quality (Paragraph 4).

California Environmental Quality Act

On January 27, 2015, the District’s Board of Directors determined that the District's acquisition of a conservation easement over the Howlett property (the Project) is exempt from the California Environmental Quality Act (CEQA) on several grounds. The purpose of the project is to preserve fish and wildlife habitat (see CEQA Guidelines Section 15313 (a)). In addition, the project is exempt because the purpose of the project is to maintain the open space character of the property (see CEQA Guidelines Section 15317); and to preserve and restore the natural conditions, including plant and animal habitats (see CEQA Guidelines Section 15325 (a) and (c)). A Notice of Exemption was filed with the Sonoma County Clerk on January 27, 2015, in accordance with Section 15062 of the CEQA Guidelines. There are no substantial changes to the Project that render the previous determination of exemption inapplicable due to the involvement of a new or substantially more severe significant environmental effect. Nor are there any substantial changes with respect to the circumstances under which the Project is undertaken that require further review under CEQA due to the involvement of a new or substantially more severe significant environmental effect. Further, there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous Notice of Exemption was approved, that shows that the Project will have a new or substantially more severe significant effect than previously disclosed.

Recommendation

- A. Adopt a resolution taking the necessary actions to acquire a conservation easement over the Howlett Forest property for \$6,130,000 that includes:
 - Approving the acquisition of a conservation easement over the property for \$6,130,000; and
 - Approving a District expenditure of \$4,500,000 and accepting \$1,630,000 in grant funds towards the acquisition; and
 - Authorizing the Board President to execute the conservation easement and associated certificate of acceptance; and
 - Determining that the acquisition of the conservation easement is consistent with the 2020 Sonoma County General Plan and the District’s Expenditure Plan; and
 - Authorizing all other actions necessary to establish a permanent conservation easement over the property.
- B. Authorize the District to advance \$300,000 to cover the Habitat Conservation Fund’s contribution towards the acquisition of the conservation easement over the Howlett Forest property.

Prior Board Actions:

January 27, 2015: The Board determined that the Howlett Forest conservation easement acquisition is exempt from CEQA.

September 23, 2014: The Board approved the application for grant funds from the Habitat Conservation Fund. (Reso #14-0378).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The acquisition will protect a working landscape and open space land that contributes to economic vitality and provides wildlife habitat and connectivity.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$6,130,000		
Additional Appropriation Requested			
Total Expenditures	\$6,130,000		
Funding Sources			
General Fund/WA GF			
State/Federal	\$300,000		
Fees/Other	\$5,830,000		
Use of Fund Balance			
Contingencies			
Total Sources	\$6,130,000		
Narrative Explanation of Fiscal Impacts:			
<p>The District has adequate appropriations in its FY 16-17 budget for its \$4,500,000 contribution. Along with the funding source of Measure F sales tax revenue, the purchase price is being funded by grants from California State Parks' Habitat Conservation Fund (\$300,000), the Gordon and Betty Moore Foundation (\$1,280,000) and the San Francisco Foundation (\$50,000).</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<ol style="list-style-type: none"> 1. General Plan 2020 Location Map 2. Project Structure Map 3. Resolution 			
Related Items "On File" with the Clerk of the Board:			
<ol style="list-style-type: none"> 1. Conservation Easement 2. Certificate of Acceptance 3. Appraisal 			



Howlett Forest

LOCATION / GENERAL PLAN MAP

0 0.5 1
Miles

N

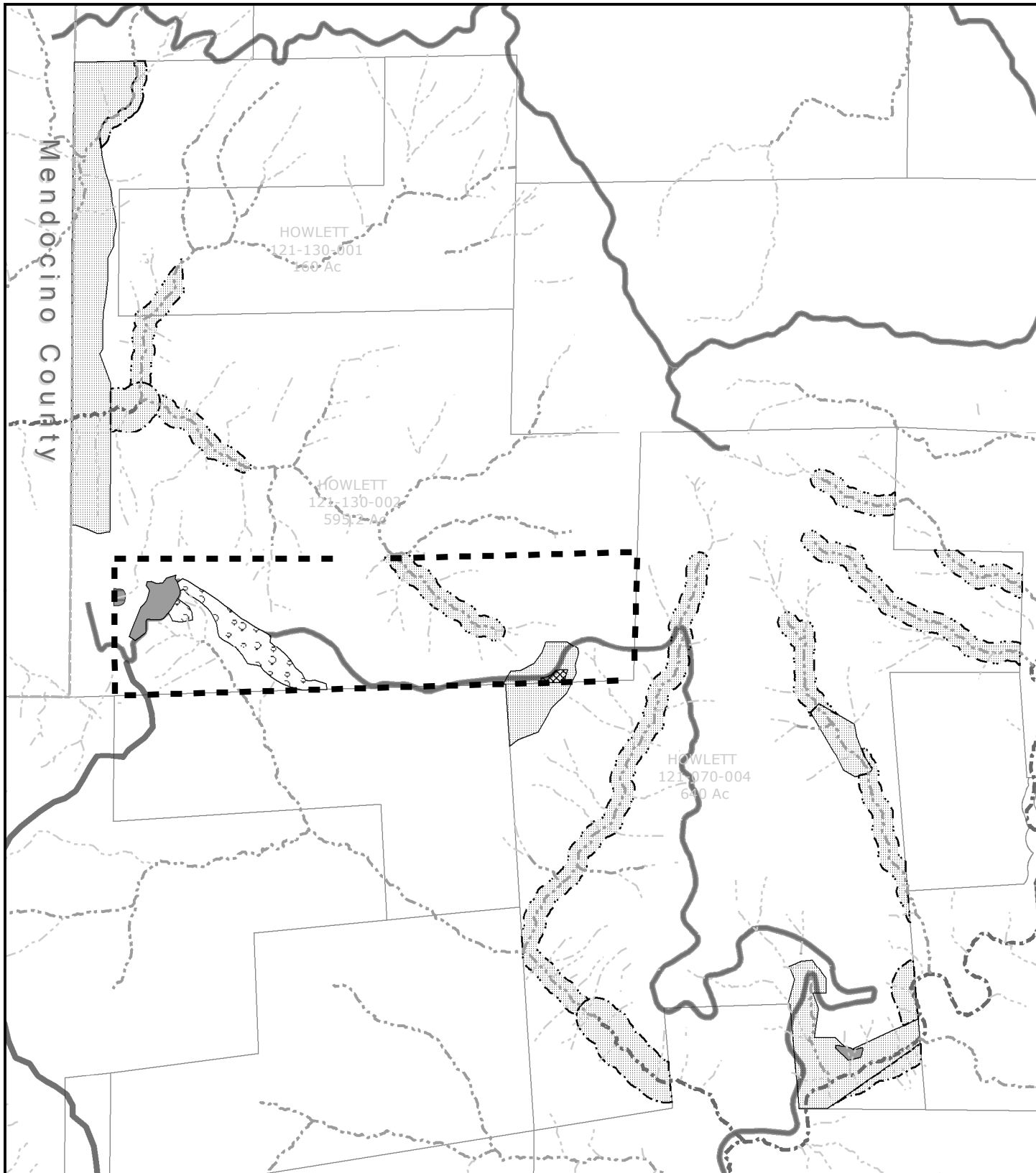
SONOMA COUNTY
AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

Map Date: 12/16/2016
Sources: Sonoma County GIS Group;
Sonoma County General Plan 2020,
Open Space and Resource
Conservation Element.
This map is for illustrative
purposes only.

Open Space and Resource Conservation Element

<ul style="list-style-type: none"> Howlett Forest Incorporated City Land * District Holding Public Land * SCENIC RESOURCES Community Separator * Scenic Landscape Unit * Scenic Corridor * OUTDOOR RECREATION Planned Future Park * 	<h3>BIOTIC RESOURCES</h3> <ul style="list-style-type: none"> Special Status Species Special Status Species Habitat Marshes and Wetlands * Sensitive Natural Communities * Habitat Connectivity Corridor * Riparian Corridor
---	---

* Not on this map



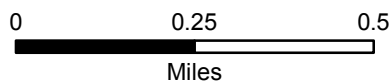
**Exhibit X:
Howlett Forest
Project Structure**



- Class I watercourse
- Class II watercourse
- Class III watercourse

- Howlett Forest Property
- Future Young Parcel
- Primary BE
- Secondary BE
- Ag Area
- Storage Yard

- Reserve Area
- Class I Watercourse Reserve *
200-ft buffer from stream centerline
- Class II Watercourse Reserve *
100-ft buffer from stream centerline



* Those portions of the Reserve Areas defined as 100- and 200-ft from stream centerline may move as the stream centerline moves.
Map Date: 1/9/2016 Sources: NTMP/2013 LiDAR (streams); County GIS (parcels, roads); NTMP (ranch roads, reserve areas)
This map is for illustrative purposes only and is not intended to be a definitive property description.

Date: February 21, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Agricultural Preservation and Open Space District, County Of Sonoma, State Of California, Approving the Acquisition of a Conservation Easement over the Howlett Forest Property for \$6,130,000; Approving a District Expenditure of \$4,500,000 and Accepting \$1,630,000 in Grant Funds Toward the Acquisition; Authorizing and Directing the President to Execute the Conservation Easement and Associated Certificate of Acceptance; Determining that the Acquisition is Consistent with the 2020 County General Plan and the District's Expenditure Plan; Directing the Recordation of Documents; and Authorizing and Directing the General Manager to Take All Other Actions Necessary to Complete the Transaction

Whereas, the General Manager has negotiated and is now recommending the purchase of a conservation easement from The Howlett Family Partnership, LP over the property located at 23290 Soda Springs Road, Annapolis CA 95412, totaling approximately 1,380 acres; and

Whereas, the conservation easement fulfills policies in the District's acquisition plan, *Connecting Communities and the Land*, including policies to preserve natural systems and lands that support the diverse biological resources of the county, that provide viable habitat linkages for wildlife, and that protect water resources to benefit human communities, as well as fish and wildlife; and

Whereas, by its Resolution No. 2017-001 dated January 5, 2017, the Sonoma County Open Space Fiscal Oversight Commission determined that the proposed payment does not exceed fair market value for the acquisition of the conservation easement; and

Whereas, the District applied for and was awarded a grant of \$300,000 toward the acquisition from the California State Parks' Habitat Conservation Fund (HCF); and

Whereas, the District will need to advance the \$300,000 Habitat Conservation Fund grant and seek reimbursement from HCF through their standard process; and

Whereas, Sonoma Land Trust applied for and was awarded grants towards the acquisition from the Gordon and Betty Moore Foundation and the San Francisco Foundation; and

Whereas, the combined total of the District's funds and the grants from the Habitat Conservation Fund and the Sonoma Land Trust are sufficient to cover the purchase price

Resolution #

Date:

Page 2

to acquire the conservation easement.

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

1. *Truth of Recitals.* That the foregoing recitations are true and correct.
2. *General Plan Consistency.* That the acquisition of the conservation easement (“the Project”) further implements the 2020 Sonoma County General Plan. The Project supports goals and policies in the Land Use and Open Space and Resource Conservation Elements, including to conserve undeveloped land, open space, and open space, and agricultural lands, protect water and soil quality, restore ecosystems, and minimize or eliminate the disruption of existing natural ecosystems and flood plains; to preserve the unique rural and natural character of Sonoma County; to protect and enhance the County’s natural habitats and diverse plant and animal communities; to encourage preservation of remaining old growth redwood and Douglas-fir forests in private ownership; to protect Riparian Corridors and functions along streams; and to preserve, sustain and restore forestry resources for their economic, conservation, recreation, and open space values.
3. *Expenditure Plan Consistency.* That the Project is consistent with the Expenditure Plan approved by the voters of Sonoma County in 2006 in Measure F because it is protecting the highest priority lands using a conservation easement as the primary tool for protection.
4. *Authority to Sign Contracts.* That the President is authorized and directed to execute, on behalf of the District that certain agreement entitled “Deed and Agreement By and Between The Howlett Family Partnership and the Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement and Assigning Development Rights” (Conservation Easement), together with the certificate of acceptance required by Government Code Section 27281.
5. *Closing Documents.* That the District’s Counsel is directed to prepare and deliver appropriate escrow instructions and other necessary documents to Fidelity National Title Company to complete the transaction as described. That the General Manager is authorized to make any technical, non-substantive changes in the Conservation Easement and other closing documents prior to recordation with the prior approval of the District's Counsel. The General Manager is further authorized to execute any other documents necessary to complete this transaction as described.

6. *Payment of Purchase Price and Costs of Escrow.* That at the request of the General Manager, the County Auditor is authorized and directed to draw a warrant or warrants against available funds in the County's Open Space Special Tax Account in an amount not to exceed \$4,800,000 payable to Fidelity National Title Company (Escrow No. FSNX-7051400861) for the proposed acquisition, and in such other amounts necessary for associated transactional costs requested by the General Manager. This amount includes \$300,000 for which the District will be reimbursed from the Habitat Conservation Fund.

7. *Authorization for Recordation.* That the General Manager is authorized and directed to forthwith record with the Sonoma County Recorder the Conservation Easement and certificate of acceptance, and to deliver conformed copies of these documents, bearing evidence of recording, to the Clerk of the Board of Directors.

8. *Dedication.* That the conservation easement to be acquired by the District is hereby dedicated to open space purposes pursuant to Public Resources Code Section 5540.

9. *Notice of Exemption.* That on January 27, 2015, the District's Board of Directors determined that the District's acquisition of a conservation easement over the Howlett property (the Project) is exempt from the California Environmental Quality Act (CEQA) on several grounds. The purpose of the project is to preserve fish and wildlife habitat (see CEQA Guidelines Section 15313(a)). In addition, the project is exempt because the purpose of the project is to maintain the open space character of the property (see CEQA Guidelines Section 15317); and to preserve and restore the natural conditions, including plant and animal habitats (see CEQA Guidelines Section 15325 (a) and (c)). A Notice of Exemption was filed with the Sonoma County Clerk on January 27, 2015, in accordance with Section 15062 of the CEQA Guidelines. There are no substantial changes to the Project that render the previous determination of exemption inapplicable due to the involvement of a new or substantially more severe significant environmental effect. Nor are there any substantial changes with respect to the circumstances under which the Project is undertaken that require further review under CEQA due to the involvement of a new or substantially more severe significant environmental effect. Further, there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous Notice of Exemption was approved, that shows that the Project will have a new or substantially more severe significant effect than previously disclosed. Accordingly, the Board hereby determines that the previous determination of exemption continues to be apply to the Project and no further environmental analysis is required under CEQA.

Resolution #

Date:

Page 4

10. *Validation.* The agreements authorized by this resolution are contracts within the definition of Government Code Section 53511 and as such, any action challenging the validity of any or all of the contracts must be commenced within sixty (60) days of the adoption of this resolution pursuant to Section 863 of the Code of Civil Procedure.

Directors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

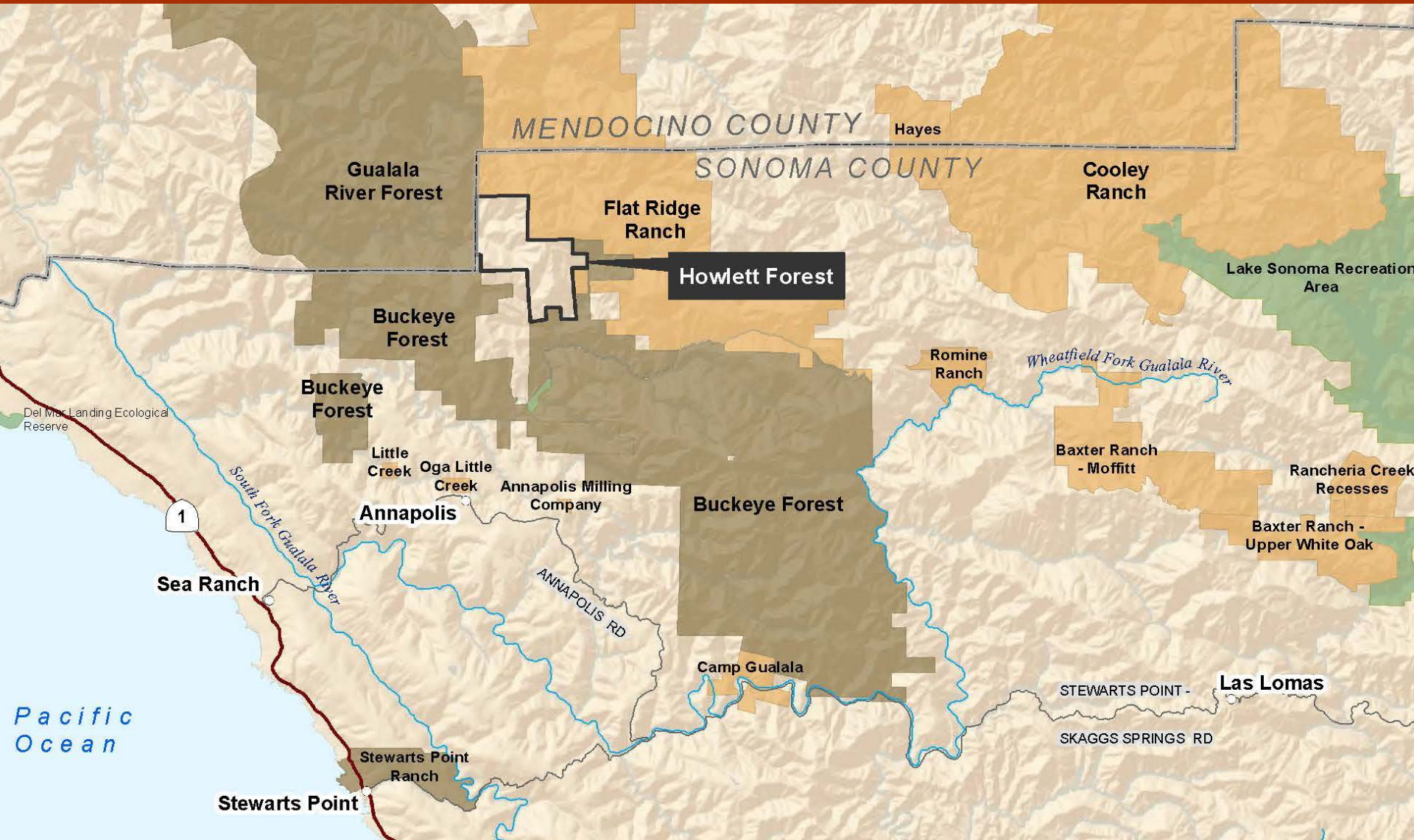
Abstain:

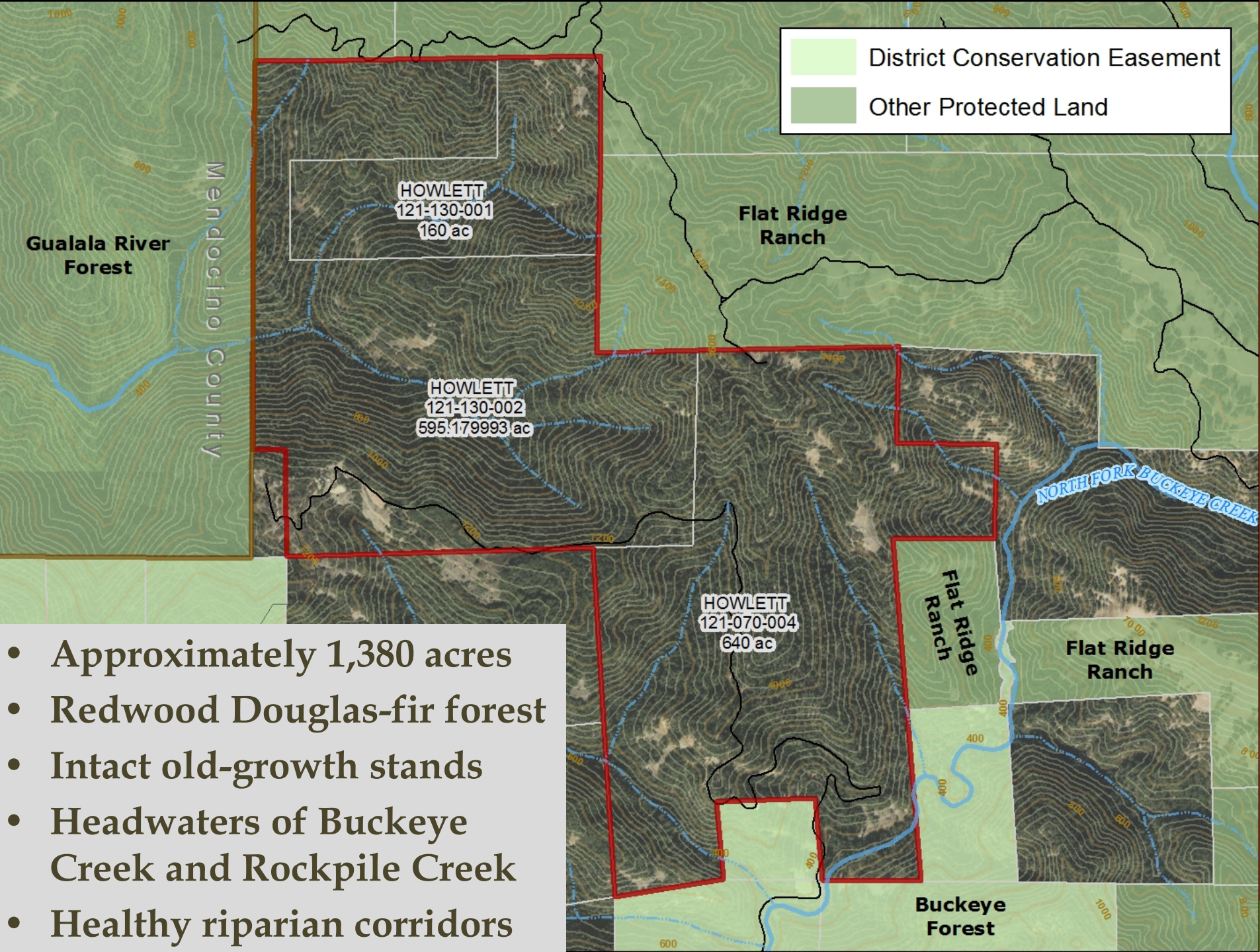
So Ordered.

Howlett Forest

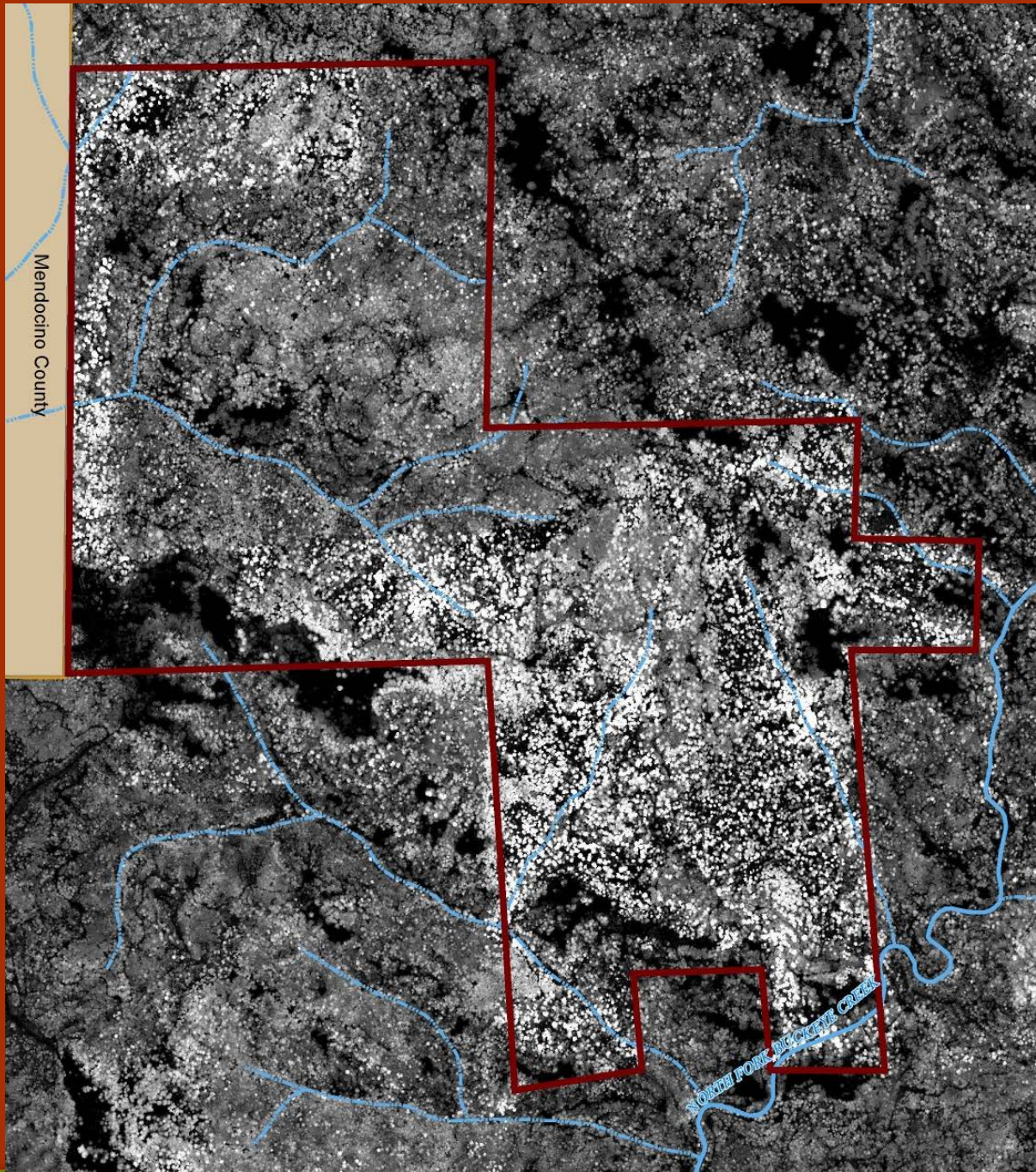
**Board of Directors
February 21, 2017**







- Approximately 1,380 acres
- Redwood Douglas-fir forest
- Intact old-growth stands
- Headwaters of Buckeye Creek and Rockpile Creek
- Healthy riparian corridors



Mendocino County

NORTH FORK SICKEN CREEK





General Plan

- Land Use Element
- Open Space and Resource Conservation Element

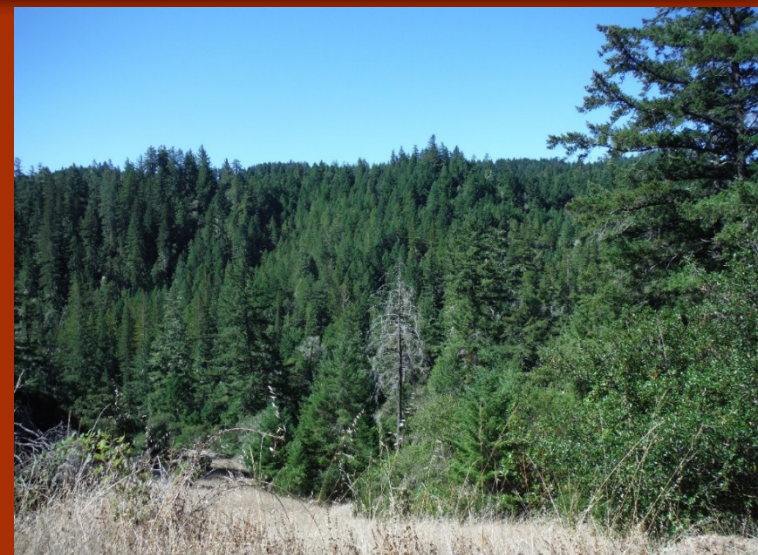


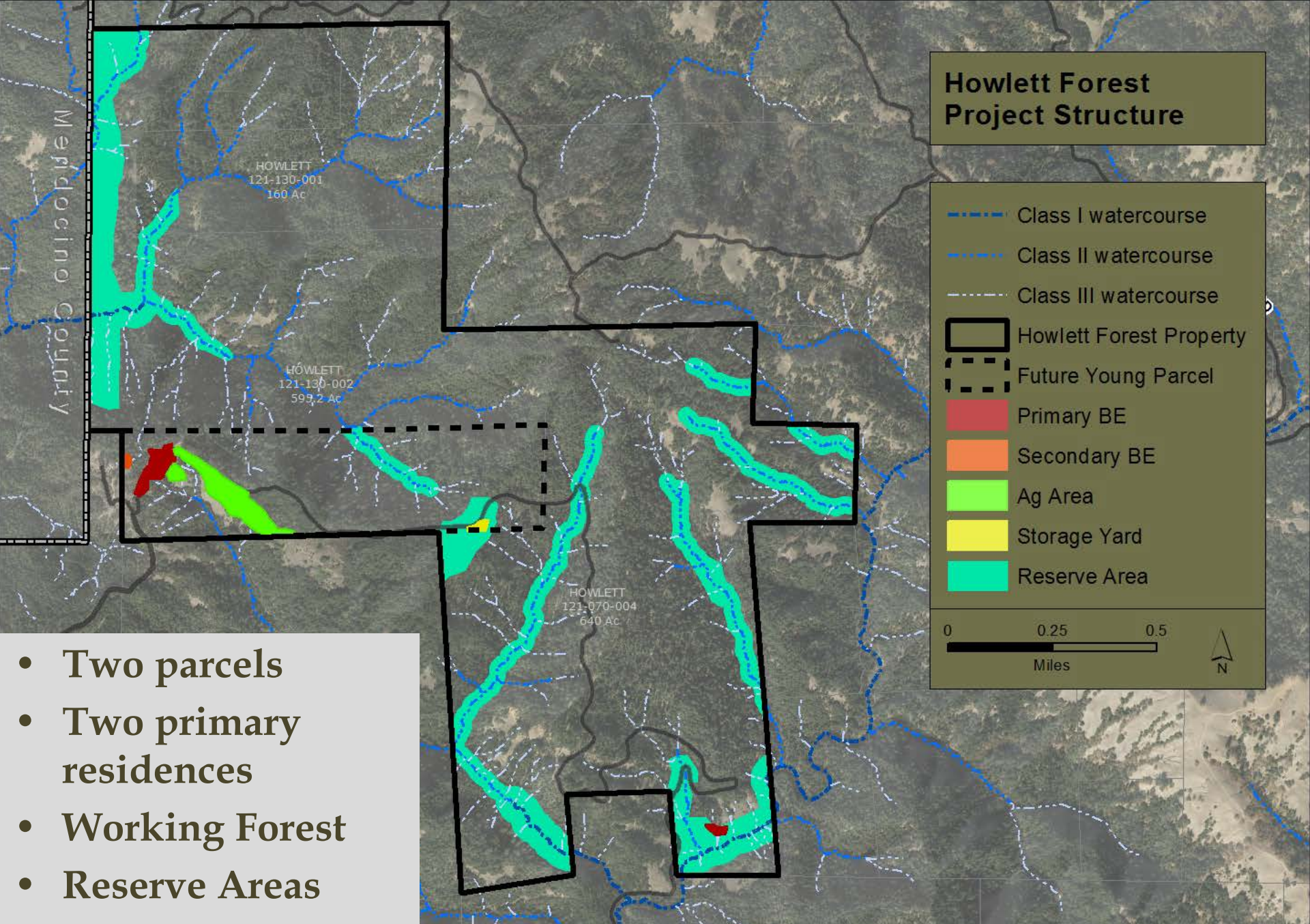


Acquisition Plan

Water, Wildlife and Natural Areas

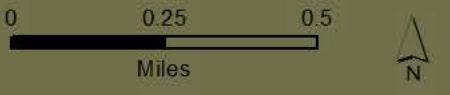
- Natural systems
- Habitat linkages
- Water resources





Howlett Forest Project Structure

- - - - Class I watercourse
- · - · - Class II watercourse
- - - - Class III watercourse
- Howlett Forest Property
- Future Young Parcel
- Primary BE
- Secondary BE
- Ag Area
- Storage Yard
- Reserve Area



- Two parcels
- Two primary residences
- Working Forest
- Reserve Areas



Appraisal Information

- Appraisal: John Hanna, Hanna & Assoc.
- Valuation date: June 6, 2016
- Conservation easement value: \$6,495,000
- Acquisition price: \$6,130,000





Proposed Transaction

- District
- State Habitat Conservation Fund
- Private funding brought by Sonoma Land Trust



Howlett Forest

**Board of Directors
February 21, 2017**





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 36
(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: February 21, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Karen Gaffney 565-7344;
Kim Batchelder 565-7355

Supervisorial District(s):

1st & 5th

Title: Adoption of Calabazas Creek and Wright Hill Ranch Management Plans

Recommended Actions:

- (1) Adopt a Resolution Determining that the Calabazas Creek Open Space Preserve Resource Management Plan Project and the Wright Hill Ranch Open Space Preserve Management Plan Project (collectively the "Projects") Will Not Have A Significant Adverse Effect On The Environment; Adopting the Initial Study and Mitigated Negative Declaration for each Project; Adopting Mitigation Measures and a Mitigation Monitoring Plan for Each Project; Approving the Projects; Making Associated Findings; and Authorizing the Filing of a Notice of Determination.
- (2) Authorize the District – per the terms of the Board approved District Fee Lands Strategy - to transition both properties from Tier 2 (no entity to transfer property) to Tier 1 (transfer property to acceptable entity) so that the District may begin taking the necessary steps to prepare for the transfer of these two properties to Sonoma County Regional Parks.

Executive Summary:

The Calabazas Creek Open Space Preserve is a 1,290 acre property that was purchased by the Sonoma County Agricultural Preservation and Open Space District ("District") in 2004 for its natural resources, scenic vistas, and outdoor recreation values. The Preserve is located north of the town of Glen Ellen and east of Highway 12, where it continues to the Napa county line.

Wright Hill Ranch Open Space Preserve (also, known as "Poff Ranch") is a 1,236 acre property that was purchased by the District in 2007 for its natural resources, scenic vistas, agricultural and recreation values. The Preserve is located south and east of Goat Rock and the town of Jenner, where it offers some of the most spectacular views of the north coast of Sonoma County.

The District has prepared resource management plans for the Calabazas Creek Open Space Preserve and the Wright Hill Ranch Open Space Preserve. These plans describe the natural and cultural resources and

highlight the important conservation values and rich histories for each property. Each plan provides prioritized management recommendations to address specific threats like soil erosion and invasive species that might have a significant impact on the protection of these conservation values.

The District completed an Initial Study and Mitigated Negative Declaration for each plan in compliance with the California Environmental Quality Act (“CEQA”) to identify any potential impacts to the natural and cultural resources within each preserve that may result from implementation of the plans. The CEQA analysis concluded that certain management recommendations could cause environmental or cultural impacts, but these impacts could be reduced to a “less than significant” level with mitigation measures. Therefore, the District requests that the Board adopt the Final Draft Initial Study/Proposed Mitigated Negative Declarations (“IS/MND”) prepared for each of the management plans and approve the management plans.

In addition, the District proposes to move each of these properties to Tier 1 status, per the Board adopted District Fee Lands Strategy, whereby a land management entity has been identified and is willing to take on the long-term management responsibilities for each preserve. With the Board’s approval, the District will begin the transfer process in collaboration with Sonoma County Regional Parks. Regional Parks staff has participated in each of the public meetings and has reviewed and commented on both management plans and initial studies.

Discussion:

Background – Calabazas Creek Open Space Preserve

In 2004, the Sonoma County Agricultural Preservation and Open Space District (“District”) completed the acquisition of Beltane Ranch protecting approximately 1,290 acres along the western slope of the southern Mayacama Mountains in Sonoma Valley near the town of Glen Ellen to protect diverse wildlife habitat and offer compatible public recreation opportunities. The District renamed this property Calabazas Creek Open Space Preserve because it protects over 80% of the Calabazas Creek watershed. Calabazas Creek is critical habitat for Steelhead (federally listed as threatened) and is a principal tributary feeding into Sonoma Creek. This preserve hosts a wide range of habitats, including chamise chaparral, oak woodlands, and redwood and Douglas fir groves. The original intention of the District was to transfer this property directly to the California Department of Parks and Recreation upon closing. The transfer did not occur due to the State’s declaration that it could not take any new properties without a permanent endowment for operations and maintenance.

In 2009, the District received a \$100,000 grant for resource management and trails planning from the California State Coastal Conservancy to complete a series of resource assessments, California Environmental Quality Act (“CEQA”) analysis, and initial public access studies. The District completed the resource assessments and prepared the Calabazas Creek Open Space Preserve Resource Management Plan. As the District was completing the resource assessments, Regional Parks expressed its interest in the preserve to develop and permanently manage it as a new regional park. Currently, the District relies on a volunteer patrol team and partners to monitor and manage the preserve. The District and its partner organizations have offered education outings and stewardship days to enable citizens to visit and care for the preserve. No other public access to the preserve is currently permitted. All future public access will need to be consistent with the Management Plan and the Conservation Easement that

will be retained by the District at the time of the transfer.

Background – Wright Hill Ranch Open Space Preserve

In 2007, the District acquired the 1,236-acre coastal property known as Wright Hill Ranch Open Space Preserve to protect the scenic woodlands, meadows, and critical habitat on the property, as well as allow for appropriate low-intensity public outdoor recreation. This property helps to link over 35,000 acres of protected lands including Sonoma Coast State Park, Willow Creek and Red Hill conservation easements, and several privately-held properties with conservation easements. This property supports coastal grasslands, redwood groves, coastal scrub, and riparian corridors. Previously inhabited by the Kashia Pomo and today an active cattle ranch, Wright Hill Ranch Open Space Preserve remains a tangible link to the region’s history.

Development of the management plan began in 2008 with technical experts and stakeholder groups to exchange information, complete site inventories, and identify management concerns. A technical report was released in 2009. Like Calabazas Creek Open Space Preserve, this property was intended to be transferred to the California Department of Parks and Recreation, but negotiations were unsuccessful due to state budgetary constraints.

The management plan document was updated between 2014 and 2016 to reflect current goals and intentions for the property and to provide a framework for future management of natural and cultural resources on the property after the fee transfer to a land management entity. Recently, Sonoma County Regional Parks has expressed interest in owning this property and developing it as a new coastal regional park. Currently, the District depends on a grazing lessee to oversee the property. The District and its partner organizations have provided docent-led tours to introduce the public to the spectacular views and historical context of this property. No other recreational uses are currently permitted, and initial public access studies have not started, although any future public access will need to be consistent with the Management Plan and the Conservation Easement that will be retained by the District at the time of the transfer.

Purpose of CEQA Analysis

The purpose of the Initial Study/Proposed Mitigated Negative Declarations (“IS/MND”) for the management plans for Calabazas Creek Open Space Preserve and Wright Hill Ranch Open Space Preserve is to evaluate the potential environmental impacts from the implementation of these plans. Based on the analysis contained in the Initial Studies for each project, it was determined that the proposed projects would not result in any significant impacts that cannot be mitigated to less than significant levels. Therefore, the District prepared a Mitigated Negative Declaration for both management plans, as required by CEQA.

CEQA Findings – Calabazas Creek Open Space Preserve

The specific activities identified in the Calabazas Creek Open Space Preserve Resource Management Plan that have the potential to impact natural and cultural resources include: 1) erosion control projects

along existing ranch roads; 2) invasive species control; and 3) protection of special-status plants and animals and cultural resources.

Example mitigation measures for the specified activities include the following:

The existing and abandoned ranch roads have the potential to release significant amounts of sediment into the Calabazas Creek watershed. The District's intention is to abate this sediment release by improving existing, functional ranch roads and properly decommissioning abandoned roads. This activity has the potential to impact air quality by releasing dust around construction sites, disturb wildlife habitat and native vegetation, and potentially impact cultural resources within the preserve. By implementing specific Best Management Practices such as installing erosion prevention materials like straw wattles on steep slopes and silt fencing to protect stream corridors and conducting pre-construction biological and cultural surveys at sites, the District can mitigate these potential impacts. In addition, using a licensed Qualified Applicator for controlling invasive plants like yellow starthistle or Harding grass will allow the District to monitor progress and reduce the impact of chemical substances. Monitoring by a qualified biologist or archaeologist during implementation of these management activities will help to ensure limited impacts on the natural and cultural resources.

Public Outreach Efforts – Calabazas Creek Open Space Preserve

On October 21, 2015, the District hosted a public meeting at the Dunbar School in Glen Ellen to seek public input from neighbors, volunteer patrol members, and partner organizations on the Draft Calabazas Creek Open Space Preserve Resource Management Plan. On June 20, 2016, the public was notified and encouraged to provide written comments to the District on the Initial Study and Proposed Mitigated Negative Declaration. The public comment period concluded on August 5, 2016.

Public Comments – Calabazas Creek Open Space Preserve

One comment was received from a public agency (California Department of Fish and Wildlife – CDFW) and eleven comments were received from the general public (see Appendix G in IS/MND for Calabazas Creek Open Space Preserve Resource Management Plan). CDFW expressed specific concerns about the timing of implementation near special-status and non-special-status migratory nesting birds. The District has accepted CDFW's recommendation to implement ground-disturbing or noise-producing activities near northern spotted owl nests only during the non-breeding season (September 1 through February 28). An additional concern raised by CDFW was the proposed practice of relocating rare or sensitive plant species for road improvements. CDFW advocates for disturbance avoidance and does not support relocation of plant material. The District has modified the management recommendation to reflect the need to avoid any disturbance to special-status plants by redesigning improvements to avoid relocation of the plants.

The remaining public comments largely came from neighboring landowners expressing concerns about wildfire, public access and trespassing, and the condition of the public road used by neighbors. The District prepared a response to public comments to address these concerns, attached as Appendix D to the IS/MND. For instance, the District has outlined management recommendations to reduce fuel loads and fuel ladders by creating a series of shaded fuel breaks along principal ranch roads and thoughtfully evaluating the use of prescribed burns to identify control mechanisms and safeguards that would be

necessary to implement this practice. Also, the District has specified in the response to public comment that it plans to allow docent-led tours and volunteer patrolling activities on the property until the Board of Directors authorizes future public access planning. Any future public access will be subject to additional CEQA analysis. The District clarified that the Sonoma County Department of Transportation & Public Works (not the District) is responsible for road conditions.

CEQA Findings – Wright Hill Ranch Open Space Preserve

The specific activities identified in the Wright Hill Ranch Open Space Preserve Resource Management Plan that have the potential to impact the natural and cultural resources include: 1) erosion control projects along ranch roads and severe gullyng throughout the preserve; 2) invasive species and disease control; and 3) avoidance and protection of special-status plants and animals and cultural resources.

Example mitigation measures for the specified activities include the following:

Erosion control for any road improvements and to address severe gullyng within natural drainages will require Best Management Practices to prevent sediment deposition into stream corridors. For example, treating disturbed areas with erosion control blankets and native seeding and plantings will all help to reduce sediment delivery to downstream stream corridors. Sudden Oak Death (SOD) and invasive plants and animals are three threats to some of the unique forests, coastal scrub and grasslands found throughout the preserve. It is the intention of the District, as described in the management plan, to first control invasive species by manual or mechanical means and, if necessary, use a licensed Qualified Applicator familiar with all regulations and practices to safely apply chemical treatments to highly aggressive non-native plants, like hairy oat grass and Himalayan blackberry. Sudden Oak Death, a water-borne pathogen (*Phytophthora ramorum*) that can kill many broad-leafed tree species, can be contained by adopting practices like cleaning tools and vehicle treads after leaving a SOD area or organizing seasonal work to occur only during the dry season. The Mitigated Negative Declaration proposes specific mitigation measures to ensure the protection of special-status plants and animals as well as cultural resources by conducting pre-construction surveys by a qualified biologist to identify the presence of species like California red-legged frog, Myrtle's silverspot butterfly, American badgers, and other sensitive wildlife species. A qualified archaeologist and Native American monitor would conduct pre-construction surveys and monitor implementation to ensure no sites are disturbed. Training will be conducted by qualified personnel to ensure all crews are familiar with the special-status plants and animals and potential cultural sites that need to be avoided and protocols when a cultural or natural resource has been discovered.

Public Outreach – Wright Hill Ranch Open Space Preserve

On December 8, 2016, the District hosted a public meeting at the Jenner Community Center to seek public comments on the Wright Hill Ranch Open Space Preserve Management Plan and the Initial Study and Proposed Mitigated Negative Declaration. Neighbors, interested stakeholders, partner organizations and the general public had the opportunity to review maps and speak with District staff and consultants about the property, management plan and CEQA document. The public comment period concluded on December 21, 2016 following a 30-day comment period.

Public Comments – Wright Hill Ranch Open Space Preserve

Two comments were received from public agencies (California Department of Transportation (CALTRANS) and California Coastal Commission (CCC)) and fourteen comments were received from the general public. CALTRANS' comments focused primarily on cultural resources to ensure that such resources were adequately evaluated since the original study in 2009. The District's lead cultural resources consultant completed an additional literature review and field survey in March 2016 and the same consultant confirmed no sites have been discovered or registered in the Northwest Information Center of the California Historical Resources Information System as of January 2017. The California Coastal Commission pointed out that the preserve falls within the Commission's jurisdiction and therefore should conform to the Coastal Act and Local Coastal Program policies. The Initial Study includes a section addressing land use planning (see section 4.10 Land Use and Planning pg. 78 in IS/MND) and in Table 2.6: Regulatory/Permitting Agencies (pg. 31, IS/MND), which highlights the need for a Coastal Development Permit from Sonoma County Permit and Resource Management Department. The Commission also noted the need to amplify the buffer areas around sensitive species and wetlands and additional measures to ensure species not yet identified on the property are properly taken into consideration in future management efforts. Pre-construction biological surveys for plants and vegetation communities are included as mitigation measures to ensure the protection of special-status species. Also, the District incorporated the Commission's recommendation to include 3 parameter surveys of potential wetland sites and to seek a permit from the California Coastal Commission as part of this mitigation measure BIO-2 (see IS/MND, pg. 55).

The remaining public comments were provided during the public meeting on December 8, 2016, where the public was invited to visit stations and participate in a public forum facilitated by the District. The principal concerns included vegetation management, support of existing plants and animals and wildlife corridors, plans for continued cattle ranching, and future public access. The District has prepared a response to public comments in the final draft of the Initial Study/Mitigated Negative Declaration to address these concerns (see Appendix E in IS/MND). For instance, one letter highlighted concerns about American badger habitat and how this species could be impacted by future management activities and public access. The District includes mitigation measures that will ensure property monitoring of special-status species by a qualified biologist (see Mitigation Measure BIO-1i in IS/MND) and has included additional language to determine if American badger habitat use or population density are changing over time. Public access was a concern for neighbors and local ranchers. The District has not analyzed the impacts of potential future public access because the decision to allow public access has not been made by the District's Board of Directors. Any future public access will be subject to additional CEQA analysis.

Moving Properties to Tier 1

In 2013, the Board approved the District's Fee Land Strategy, which prioritized the transfer of properties held in fee by the District to land management entities that can permanently manage and may offer public access to these properties. Properties were placed in the Tier 1 category when a known land management entity was committed to owning and managing the property, subject to a perpetual District conservation easement. Properties were placed in the Tier 2 category when there was not a land management entity identified to take on the District-owned property. The District is requesting Board

authorization to move the Calabazas Creek Open Space Preserve and Wright Hill Ranch Open Space Preserve from the Tier 2 category to the Tier 1 category. As a consequence of this action, the District will take the necessary actions to prepare for the transfer of these two properties to Sonoma County Regional Parks.

The resource management plans and CEQA documents for each property document the natural and cultural resources on these properties and establish requirements for their protection, which will inform the terms and conditions of the transfer of each property to Sonoma County Regional Parks.

If these actions are completed by the Board, the District will address the highest priority resource management issues such as soil erosion, invasive species control, protection of cultural resources and conservation of critical habitat for the special-status plants and animals found on both properties. In addition, the District will begin negotiations with Sonoma County Regional Parks to transfer each property. Staff will return to the Board with proposed transfer agreements and conservation easements for the Calabazas Creek and Wright Hill Ranch Open Space Preserves once they are completed.

Prior Board Actions:

December 9, 2003: Resolution No. 03-1256, approving the acquisition of Beltane Ranch (now known as Calabazas Creek Open Space Preserve).

August 28, 2007: Resolution No. 07-0736, approving the purchase of Wright Hill Ranch.

December 13, 2011: Resolution No. 11-0654, approving a grant agreement between the District and State Coastal Conservancy for \$100,000.

November 20, 2012: The Board approved the District's Fee Lands Strategy.

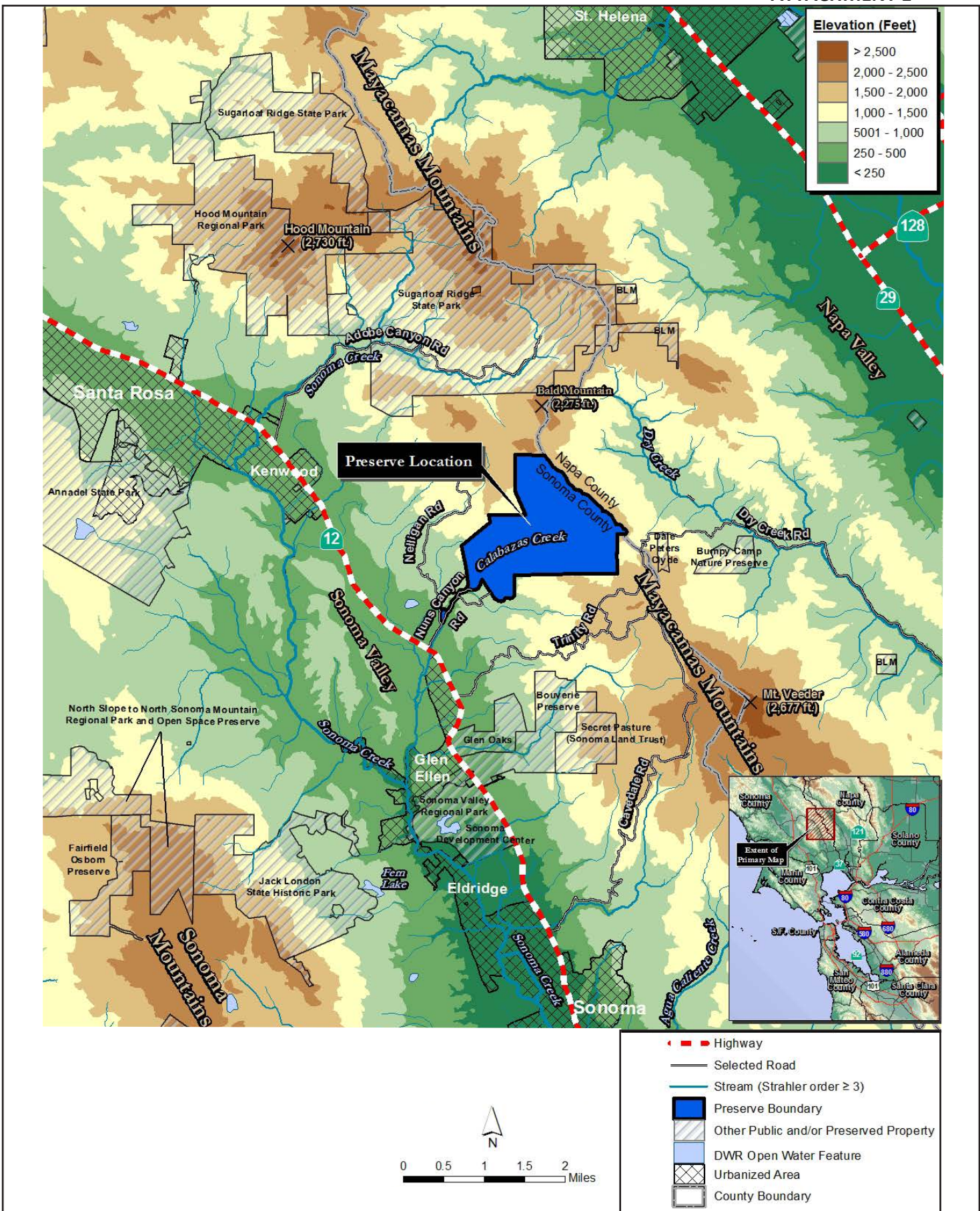
Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

With the adoption of the CEQA document and approval of the management plans, the District can begin implementation of the plans, continue stewardship activities and improve the protection of conservation values for each preserve. The District can also begin the transfer process to Regional Parks.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<ol style="list-style-type: none"> 1. Calabazas Creek Open Space Preserve Regional Location Map 2. Calabazas Creek Open Space Preserve Project Location Map 3. Wright Hill Ranch Open Space Preserve Location and Vicinity Map 4. Wright Hill Ranch Open Space Preserve Location and Adjacent Protected Lands 5. Resolution 			

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

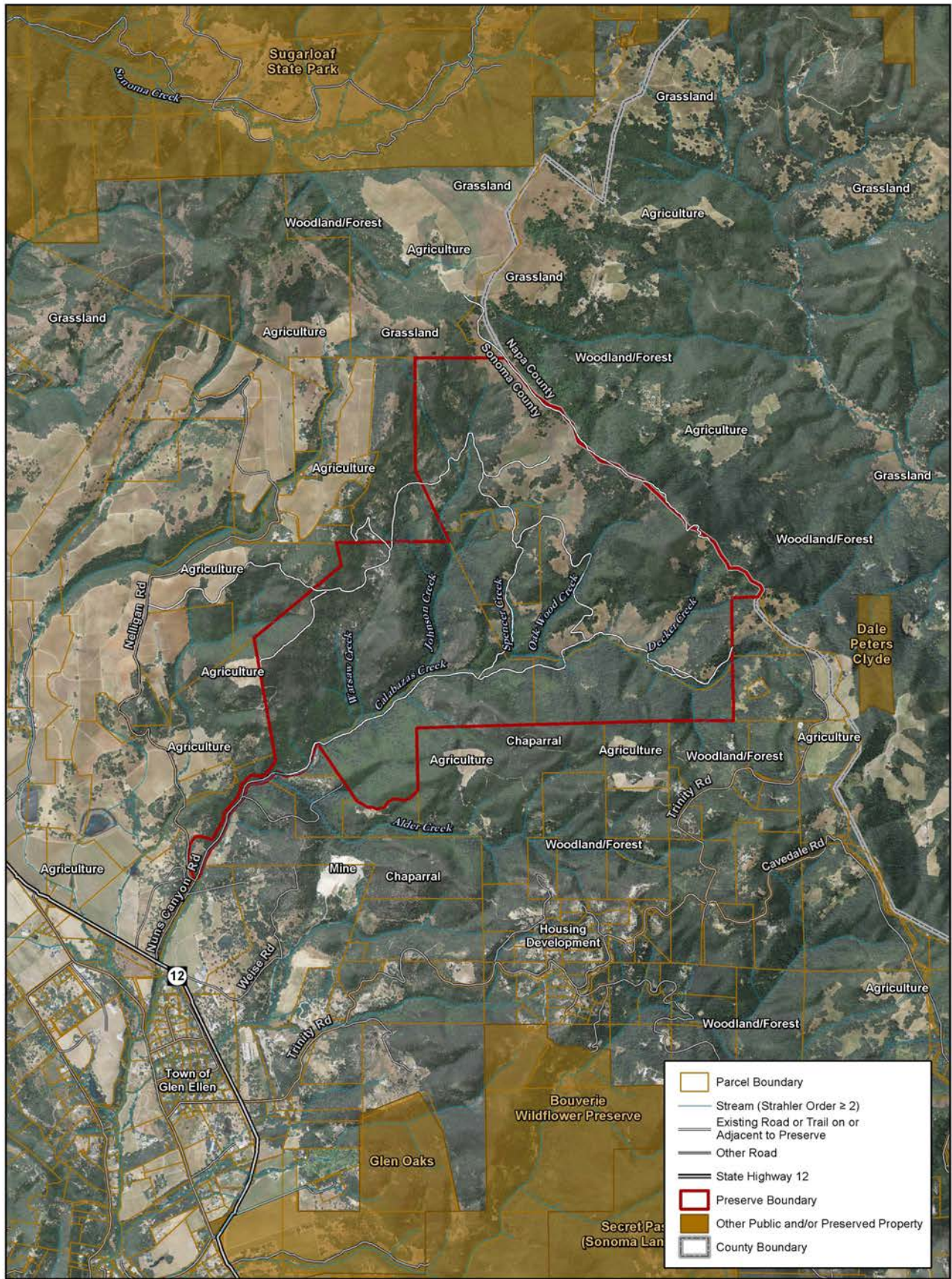
1. Calabazas Creek Open Space Preserve Resource Management Plan, *May 2016*
2. Calabazas Creek Open Space Preserve Final Initial Study/Mitigated Negative Declaration, *September 2016*
3. Calabazas Creek Open Space Preserve Mitigation Monitoring and Reporting Program (MMRP), *September 2016*
4. Wright Hill Ranch Open Space Preserve Resource Management Plan, *January 2017*
5. Wright Hill Ranch Open Space Preserve Final Initial Study/Mitigated Negative Declaration, *January 2017*



SOURCE: Sonoma County Agricultural Preservation and Open Space District

FIGURE 1

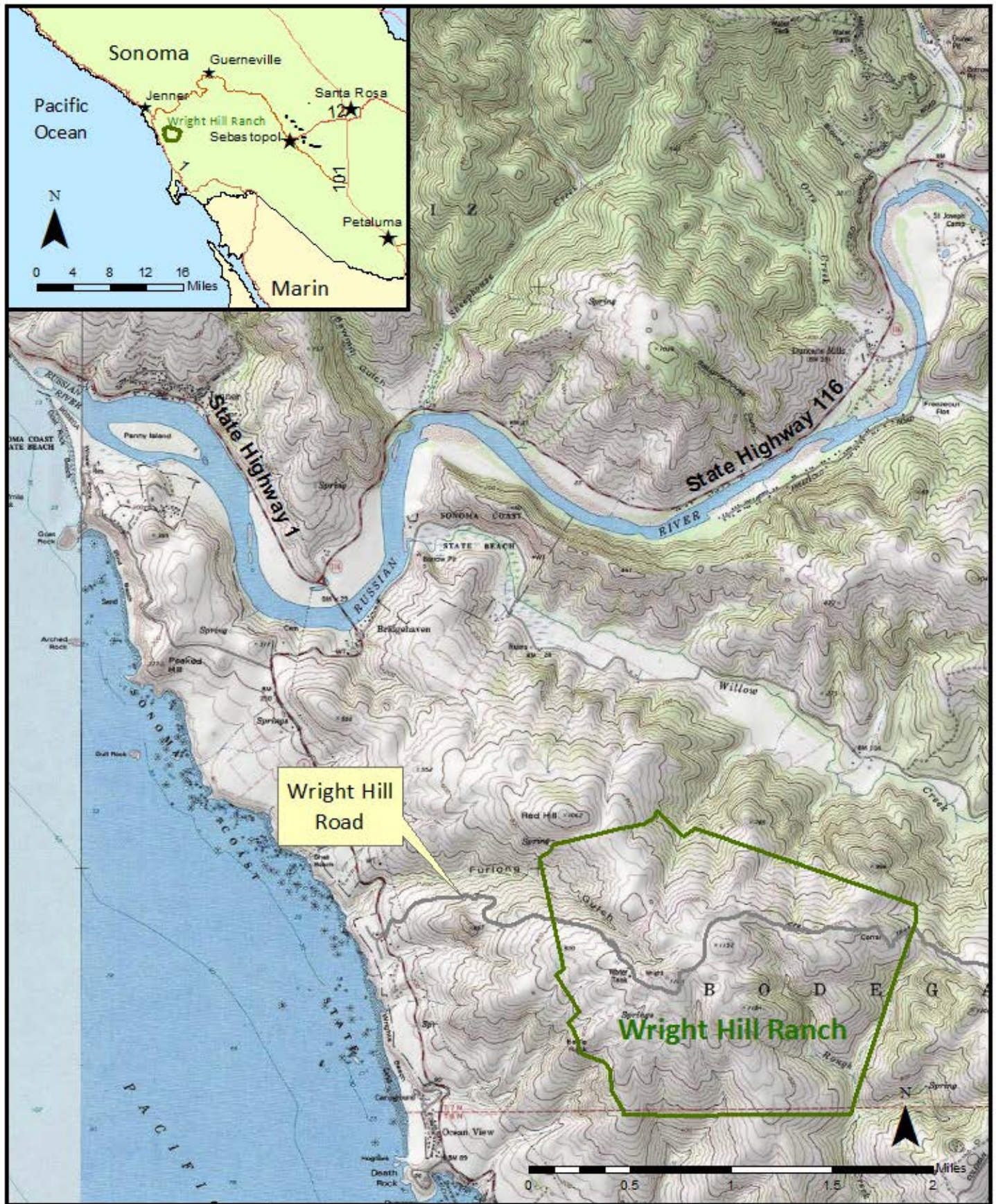
Regional Location



SOURCE: Sonoma County Agricultural Preservation and Open Space District

FIGURE 2

Project Location



Map Created: June 28, 2016
 By: Prunuske Chatham, Inc.
 Data Providers: SCAPOSD,
 Sonoma County PRMD, Caltrans,
 US Geological Survey

**Figure 1. Wright Hill Ranch
 Location & Vicinity**

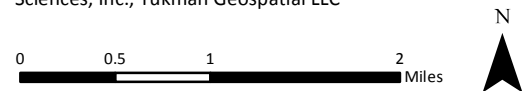


Figure 1. Wright Hill Ranch Location and Adjacent Protected Lands

Land Ownership

- District
- The Wildlands Conservancy
- District Conservation Easement
- Sonoma Land Trust
- Private with Conservation Easement
- State Parks
- Landpaths

2013 Aerial Imagery: Sonoma County Vegetation Mapping and LIDAR Consortium, NASA, University of Maryland, Watershed Sciences, Inc., Tukman Geospatial LLC



Date: February 21, 2017

Resolution Number: _____

4/5 Vote Required

Resolution of the Board Of Directors of the Sonoma County Agricultural Preservation and Open Space District Determining that the Calabazas Creek Open Space Preserve Resource Management Plan Project and the Wright Hill Ranch Open Space Preserve Management Plan Project (collectively the “Projects”) Will Not Have A Significant Adverse Effect On The Environment; Adopting the Initial Study and Mitigated Negative Declaration for each Project; Adopting Mitigation Measures and a Mitigation Monitoring Plan for Each Project; Approving the Projects; Making Associated Findings; and Authorizing the Filing of a Notice of Determination.

Whereas, the Sonoma County Agricultural Preservation and Open Space District (hereinafter “District”) owns approximately 1,290 acres of land located at 1199 Nuns Canyon Road, Glen Ellen (APNs: 053-030-029, 053-030-003, 053-040-003, and 053-040-038,), known as the Calabazas Creek Open Space Preserve; and approximately 1,236 acres of located at 8000 State Highway One, Jenner (APNs: 101-150-005 and 101-150-006), known as the Wright Hill Ranch Open Space Preserve.

Whereas, the District proposes to implement resource management plans for the Calabazas Creek Open Space Preserve and the Wright Hill Ranch Open Space Preserve, each of which provides for specific land management actions to address existing conditions and natural processes, such as soil erosion and invasive species, that could have a significant impact on each property’s unique conservation values if left unaddressed; and

Whereas, the District, as Lead Agency for the Calabazas Creek Open Space Preserve Resource Management Plan Project (“Calabazas Creek Project”), prepared an Initial Study and Mitigated Negative Declaration (“Initial Study”) in accordance with the California Environmental Quality Act (“CEQA”) and State CEQA Guidelines, which discloses the potential environmental impacts of implementing the Calabazas Creek Project, identifies the means to avoid or reduce potential significant adverse impacts on the environment and, as a result, concludes the Calabazas Creek Project would not have a significant adverse effect on the environment; and

Resolution #

Date:

Page 2

Whereas, the District, as Lead Agency for the Wright Hill Open Space Preserve Management Plan Project (“Wright Hill Project”), prepared an Initial Study and Mitigated Negative Declaration (“Initial Study”) in accordance with the California Environmental Quality Act (“CEQA”) and State CEQA Guidelines, which discloses the potential environmental impacts of implementing the Wright Hill Project, identifies the means to avoid or reduce potential significant adverse impacts on the environment and, as a result, concludes the Wright Hill Project would not have a significant adverse effect on the environment; and

Whereas, the District posted a Notice of Intent (NOI) to adopt a proposed Mitigated Negative Declaration (MND) for the Calabazas Creek Project on June 20, 2016 for forty-five (45) days at the County Clerk’s office, submitted the Initial Study and draft MND to the State Clearinghouse and interested public agencies, notified the public through direct mailings (for those within a half-mile of the project) and posting in the local newspaper, District’s website, the property, and local public buildings that the document was available for public review, and made the documents available for review at District’s administrative offices, local libraries and on the District’s website; and

Whereas, comments regarding the Calabazas Creek Project were received from the California Department of Fish and Wildlife and the general public; and

Whereas, the Board has considered the comments received during the public review period for the Calabazas Creek Project along with the Initial Study and MND and finds that there is no substantial evidence in the record that the Project, as mitigated, will have a significant effect on the environment; and

Whereas, the District posted a Notice of Intent (NOI) to adopt a proposed Mitigated Negative Declaration (MND) for the Wright Hill Project on November 22, 2016 for thirty days at the County Clerk’s office, submitted the Initial Study and draft MND to the State Clearinghouse and relevant public agencies, notified the public through direct mailings (for those within a half-mile of the project) and posting in the local newspaper, the District’s website, the property and local public buildings that the document was available for public review; and made copies of the documents available for review at District’s administrative offices, local libraries, and on the District’s website; and

Whereas, comments regarding the Wright Hill Project were received from the California Department of Transportation and the California Coastal Commission (CCC) and from the general public; and

Whereas, the Board has considered the comments received during the public review period for the Wright Hill Project along with the Initial Study and Mitigated Negative Declaration prior to the Project’s approval and finds that there is no

Resolution #

Date:

Page 3

substantial evidence in the record that the Projects, as mitigated, will have a significant effect on the environment; and

Whereas, CEQA requires the Lead Agency approving a project to adopt a monitoring program for the changes made to the project or conditions of project approval that are adopted in order to mitigate or avoid potentially significant effects on the environment; and

Whereas, the Mitigation and Monitoring Program that is included as Exhibit A to this Resolution has been prepared to serve this purpose for the Calabazas Creek Project;

Whereas, the Mitigation and Monitoring Program that is included as Exhibit B to this Resolution has been prepared to serve this purpose for the Wright Hill Project;

Whereas, the District has prepared a Notice of Determination for each of the Projects in accordance with CEQA and the State CEQA Guidelines.

Now, Therefore, Be It Resolved that this Board of Directors hereby finds, determines, declares and orders as follows with respect to the Calabazas Creek Project:

1. *Truth of Recitals*. That the foregoing recitations are true and correct.
2. *California Environmental Quality Act*.
 - a. The Initial Study and Mitigated Negative Declaration for the Calabazas Creek Project was prepared, noticed, made available for public review in accordance with all procedural and substantive requirements of CEQA and the State CEQA Guidelines.
 - b. The Initial Study and Mitigated Negative Declaration for the Calabazas Creek Project is an adequate informational document, and has provided this Board and the public with full and fair disclosure of potential environmental impacts associated with the Project.
 - c. The Board certifies that it has received the Initial Study and Mitigated Negative Declaration for the Calabazas Creek Project, and reviewed and considered the information contained therein prior to making the approvals set forth below.
 - d. The Board further certifies that the Initial Study and Mitigated Negative Declaration for the Calabazas Creek Project reflects its independent judgment and analysis. The conclusions presented in these findings are based upon the Initial Study and Mitigated Negative Declaration and other evidence in the administrative record.
 - e. The Board certifies that it has reviewed and considered the Initial Study and Mitigated Negative Declaration for the Calabazas Creek Project, as well as the comments received during the public review process, prior to reaching its decision on the proposed Project. The Board certifies that its findings are based on a full appraisal of all viewpoints, including all

comments received through the date of the adoption of these findings, concerning the environmental impacts identified and analyzed in the Initial Study and Mitigated Negative Declaration for the Calabazas Creek Project.

- f. Mitigation measures which substantially reduce potentially significant adverse environmental effects to less-than-significant levels are incorporated into the Calabazas Creek Project and have been adopted by the District as conditions of approval for the Project. Such measures are within the responsibility and jurisdiction of the District and are fully enforceable through permit conditions, agreements, or other measures.
 - g. The Board finds that there is no substantial evidence in the record before it that the Calabazas Creek Project will have a significant effect on the environment.
 - h. The Initial Study and Mitigated Negative Declaration for the Calabazas Creek Project, as submitted to this Board, is hereby adopted.
 - i. The Mitigation and Monitoring Program that is included as Exhibit A to this Resolution and is hereby adopted.
3. *Project Approval; Notice of Determination.* The Calabazas Creek Project is hereby approved and the District's General Manager is hereby directed to file a Notice of Determination with the County Clerk pursuant to Public Resources Code 21152.
 4. *Administrative Record.* The Clerk of the Board is designated as the custodian of the documents and other materials that constitute the record of the proceedings upon which the Board's decisions herein are based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100A, Santa Rosa, CA 95403.
 5. *Application for Grants.* The District's General Manager is authorized to apply for grant funding from the State Coastal Conservancy and to seek additional funding partners for the Calabazas Creek Project as he deems appropriate, provided however that any proposed grant agreement shall be presented to this Board for consideration and approval.

Now, Therefore, Be It Resolved that this Board of Directors hereby finds, determines, declares and orders as follows with respect to the Wright Hill Project:

1. *Truth of Recitals.* That the foregoing recitations are true and correct.
2. *California Environmental Quality Act.*
 - a. The Initial Study and Mitigated Negative Declaration for the Wright Hill Project was prepared, noticed, made available for public review in accordance with all procedural and substantive requirements of CEQA and the State CEQA Guidelines.
 - b. The Initial Study and Mitigated Negative Declaration for the Wright Hill

Project is an adequate informational document, and has provided this Board and the public with full and fair disclosure of potential environmental impacts associated with the Project.

- c. The Board certifies that it has received the Initial Study and Mitigated Negative Declaration for the Wright Hill Project, and reviewed and considered the information contained therein prior to making the approvals set forth below.
 - d. The Board further certifies that the Initial Study and Mitigated Negative Declaration for the Wright Hill Project reflects its independent judgment and analysis. The conclusions presented in these findings are based upon the Initial Study and Mitigated Negative Declaration and other evidence in the administrative record.
 - e. The Board certifies that it has reviewed and considered the Initial Study and Mitigated Negative Declaration for the Wright Hill Project, as well as the comments received during the public review process, prior to reaching its decision on the proposed Project. The Board certifies that its findings are based on a full appraisal of all viewpoints, including all comments received through the date of the adoption of these findings, concerning the environmental impacts identified and analyzed in the Initial Study and Mitigated Negative Declaration for the Wright Hill Project.
 - f. Mitigation measures which substantially reduce potentially significant adverse environmental effects to less-than-significant levels are incorporated into the Wright Hill Project and have been adopted by the District as conditions of approval for the Project. Such measures are within the responsibility and jurisdiction of the District and are fully enforceable through permit conditions, agreements, or other measures.
 - g. The Board finds that there is no substantial evidence in the record before it that the Wright Hill Project will have a significant effect on the environment.
 - h. The Initial Study and Mitigated Negative Declaration for the Wright Hill Project, as submitted to this Board, is hereby adopted.
 - i. The Mitigation and Monitoring Program that is included as Exhibit B to this Resolution and is hereby adopted.
3. *Project Approval; Notice of Determination.* The Wright Hill Project is hereby approved and the District's General Manager is hereby directed to file a Notice of Determination with the County Clerk pursuant to Public Resources Code 21152.
 4. *Administrative Record.* The Clerk of the Board is designated as the custodian of the documents and other materials that constitute the record of the proceedings upon which the Board's decisions herein are based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100A, Santa Rosa, CA 95403.

Resolution #

Date:

Page 6

5. *Application for Grants.* The District's General Manager is authorized to apply for grant funding from the State Coastal Conservancy and to seek additional funding partners for the Wright Hill Project as he deems appropriate, provided however that any proposed grant agreement shall be presented to this Board for consideration and approval.

Directors:

Gorin:

Zane:

Gore:

Hopkins:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



Calabazas Creek & Wright Hill Ranch Open Space Preserves

Resource Management Plans, CEQA,
Transfer to Tier One

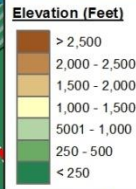
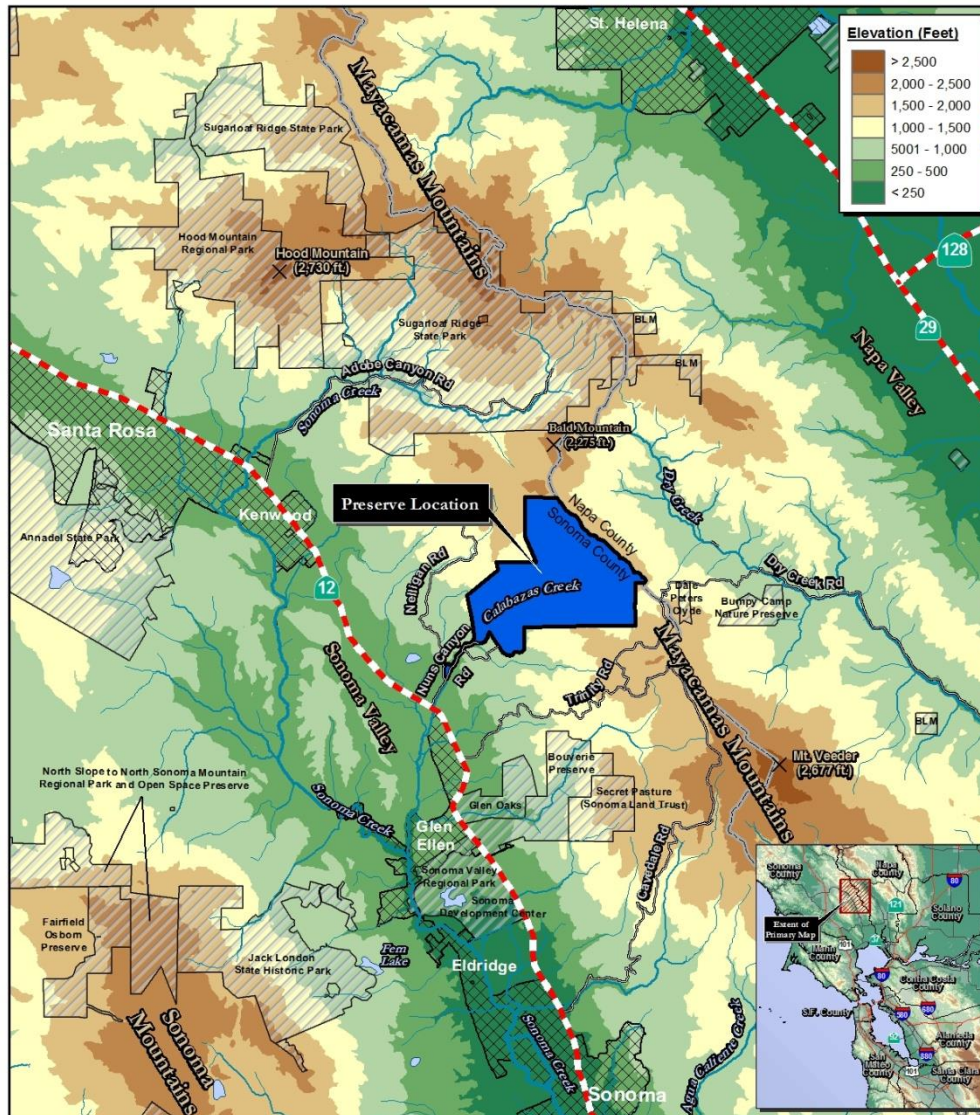
February 21, 2017





Calabazas Creek Open Space Preserve



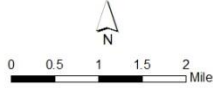


CALABAZAS CREEK Open Space Preserve

FIGURE 1.1 Regional Vicinity



Map Date: 07/14/2015
 SOURCE S: SCAPOSD, 2013 | CPAD, 2013
 TIGER, 2010 | FWS NWI 1977 | DWR, 2001
 USGS, Various | GAP, 1998 | SFEI, 2012



- - - Highway
- Selected Road
- Stream (Strahler order ≥ 3)
- Preserve Boundary
- Other Public and/or Preserved Property
- DWR Open Water Feature
- Urbanized Area
- County Boundary

This map is for illustrative purposes only and is not intended to be a definitive property description.





Comes at Last to Restless Woman
 About Whom for Almost a Century
 Rolled the Surging Tribulations of Life

S. F. Call Jan. 12 "1904.



*Beautiful woman -
 one of the best
 ever seen in the Pacific*

*one of the
 Rock of Ages
 Cliff for me.*

Jan. 11 "1904. 7:00 a.m.

by a local bank has been fighting in the time. A few days ago, failing, she sent for house and made her other arrangements her remains. It would should be buried in the Sherwoods in N remains will be taken ing by Mr. and Mr

The illness that Pleasant's death yet several months. La Sherwood called at the aged woman at 210 and found her ill a sary attention. Although acquainted with "T Mrs. Sherwood pre woman to move to which "Mammy" eber 19. For a time some signs of impr able to move about Peter A. Kearney, her recovery, and, the woman, who on was so noted for her ical vigor, reluctant end.

Mrs. Pleasant is in blood relations, her ing a niece of her first Boone, who arrived home shortly after yesterday. Deceased ried, her first husband Smith and her son of whom died many

POPULAR VOTE -
 e, Cal. The pop
 ent of the United
 rded in 1824. The
 vote for the two hi
 each election since s
 ed: In 1824, Andrew
 Q. Adams 105,321; B
 647,231, John Q. Ad
 drew Jackson 687,502
 1836, Martin Van Bu
 popular vote of W.
 White, Daniel Weis
 738,856; 1840, W. H. E
 tin Van Buren 411
 Palk 1,397,243. Hen















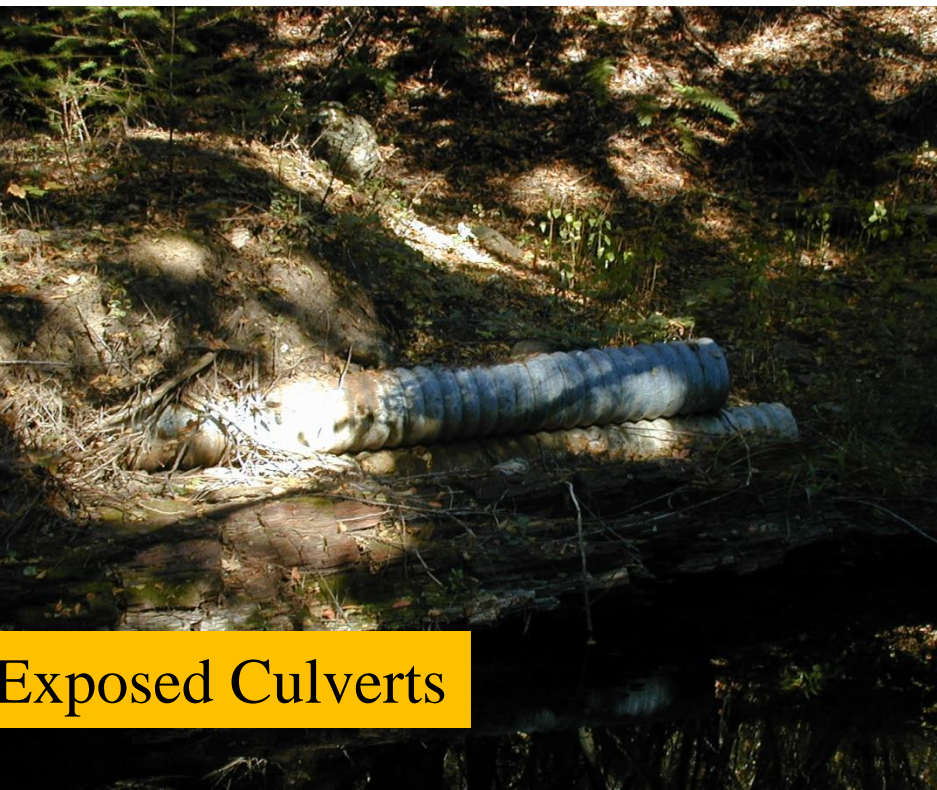
Management Challenges

- Fire hazards (i.e., fuel load management)
- Soil erosion (abandoned roads and failing culverts)
- Invasive plants and disease (including Sudden Oak Death)
- Invasive animals (e.g., bullfrogs and wild turkey)
- Illegal cannabis grows





Yellow Starthistle



Exposed Culverts



Road Washout





Wright Hill Ranch Open Space Preserve





Map Created: June 28, 2016
 By: Prunuske Chatham, Inc.
 Data Providers: SCAPOSD,
 Sonoma County PRMD, Caltrans,
 US Geological Survey

**Figure 1. Wright Hill Ranch
 Location & Vicinity**



Figure 1. Wright Hill Ranch Location and Adjacent Protected Lands

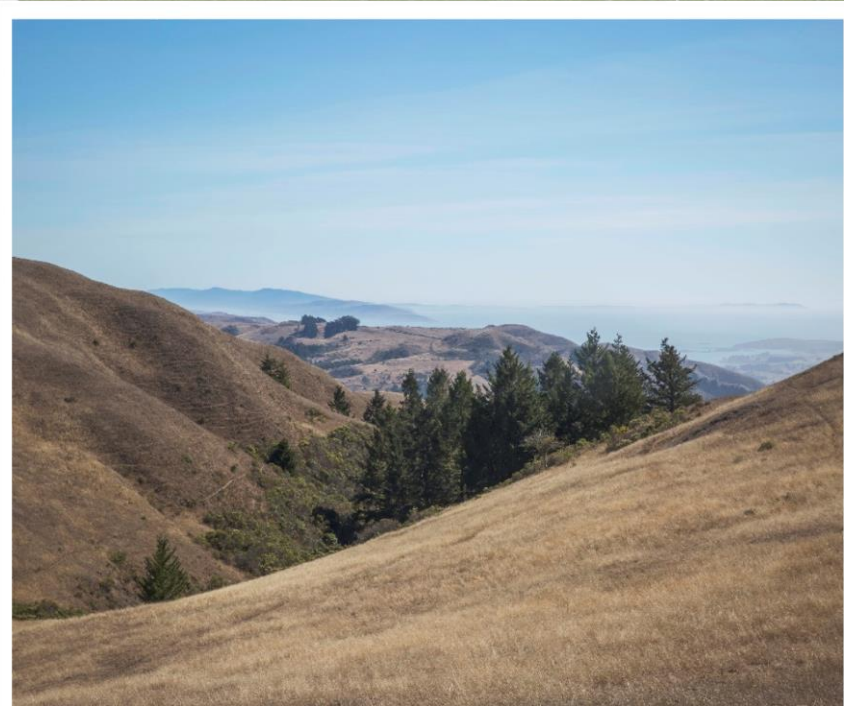
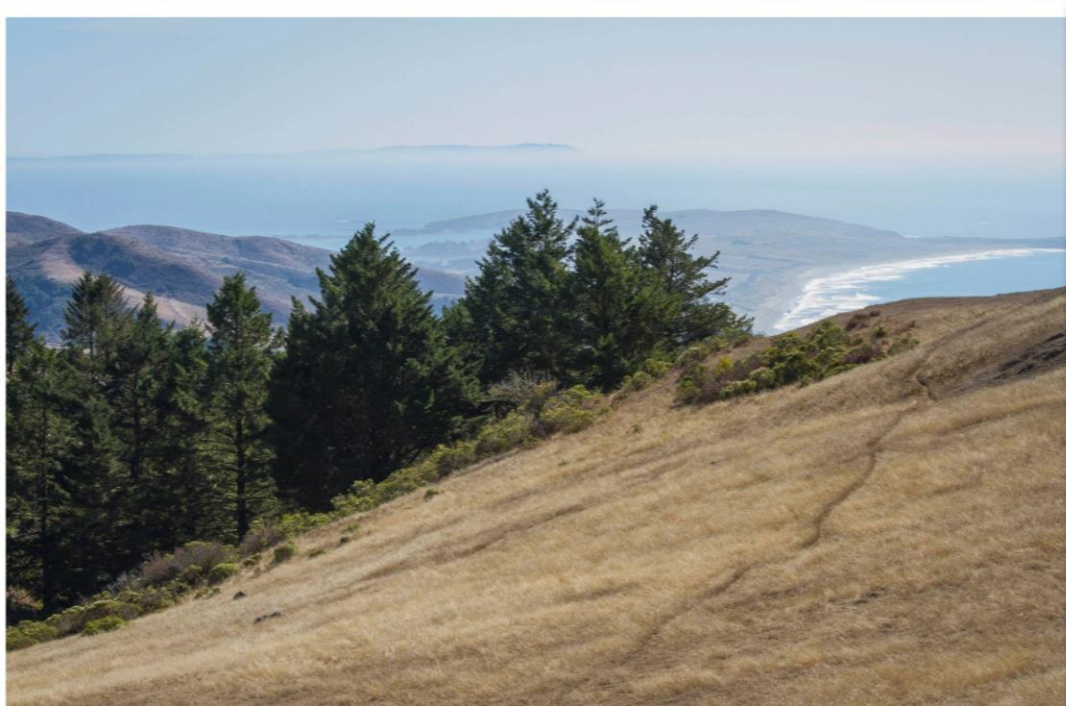
Land Ownership



2013 Aerial Imagery: Sonoma County Vegetation Mapping and LIDAR Consortium, NASA, University of Maryland, Watershed Sciences, Inc., Tukman Geospatial LLC

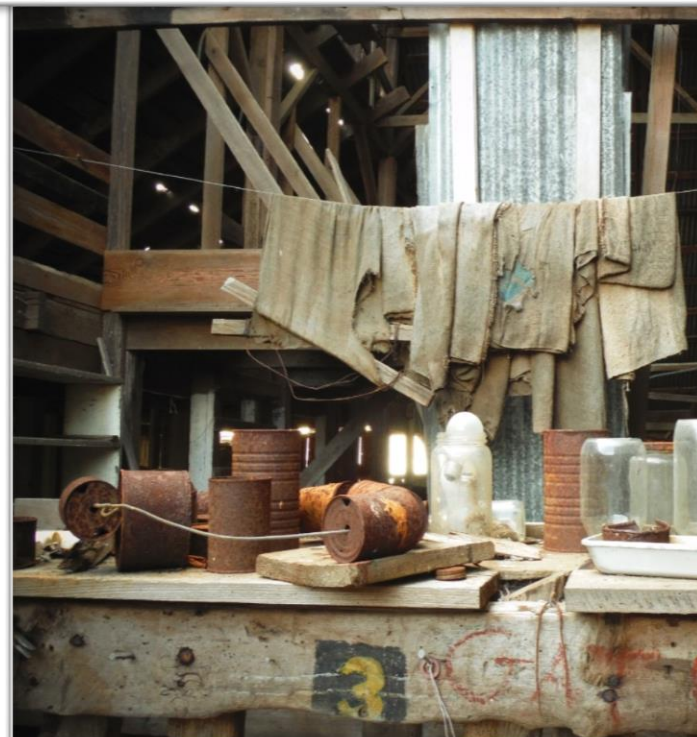








Uniface fragment found during the archeological survey on Poff Ranch







Myrtle's silverspot butterfly





Management Challenges

- Soil erosion and severe gullyng
- Invasive plants and disease (including Sudden Oak Death)
- Fire hazards—woody fuels and thatch accumulation
- Protection of rare plants and animals
- Protection of historical and cultural resources





Management Recommendations

- Access Road and Erosion Control
- Invasive Plant Management
- Grazing and Grassland Management
- Protection of Watersheds and Forest Reserves





Requested Board Action:

- Adopt CEQA findings
- Approve Management Plans
- Approve transition from Tier 2 to Tier 1 properties
- Begin transfer process with Regional Parks.





Acknowledgements

State Coastal Conservancy

Bay Area Ridge Trail Council

Sonoma County Regional Parks

**Gold Ridge Resource Conservation
District**

Alexa Wood Family

Jack & Irene Poff

Jim Furlong & Family

Volunteer Patrollers

Sonoma Ecology Center

LandPaths

Stewards of the Coast & Redwoods

**Sonoma-Marin Coastal Prairie
Working Group**

Prunuske Chatham Inc.





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 37
(This Section for use by Clerk of the Board Only.)

To: Board of Commissioners

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Margaret Van Vliet – 565-7505
Jim Leddy – 565-7509

Supervisorial District(s):

5th

Title: Environmental consulting services engagement and Dollar Tree lease extension related to the Roseland Village Redevelopment located at 665 Sebastopol Road, Santa Rosa.

Recommended Actions:

- 1) Approve and authorize the Executive Director of the Sonoma County Community Development Commission (Commission) to execute a Professional Services Agreement with Stantec Consulting Services, Inc. for an amount not to exceed \$316,000, for services associated to coordinating Phase I and Phase II environmental assessments, a community outreach and education program for area residents and business owners, and required reporting activities and related services, using funding secured from the US Environmental Protection Agency (EPA).
- 2) Approve and authorize the Executive Director of the Commission to execute the Fifth Lease Extension Agreement (Agreement) with Dollar Tree Stores, Inc. for partial occupancy of the building located at 665 Sebastopol Road for a period of up to 14 months, commencing May 5, 2017 to July 5, 2018, and approve and authorize the Executive Director to execute an additional extension should conditions warrant with no material changes to the Agreement for a term not to exceed 12 additional months.

Executive Summary:

Approval of this item will authorize the Executive Director of the Commission to take two actions; it authorizes the Executive Director of the Commission to enter into a Professional Services Agreement with Stantec Consulting Services, Inc. (Stantec) of Petaluma, California to fulfill the requirements of the 2016 United States Environmental Protection Agency (EPA) Brownfields Assessment Grant (Grant) and to execute the attached 14 month lease extension for a portion of the building located at the property located at 665 Sebastopol Rd., Santa Rosa, with the current occupant, Dollar Tree Stores Inc., so that Dollar Tree Stores can continue to operate at the location while the Commission continues redevelopment of the Roseland Neighborhood Center.

Discussion: These two recommended actions advance the overall redevelopment goals for Roseland Village. Background and context for each are described below.

BACKGROUND: Environmental Consulting

The presence of environmental contamination (“Brownfields”) on many private and public properties in Roseland has been a critical barrier to the reinvigoration of this underserved community. Brownfields remediation and redevelopment has been a focus of the US EPA, the County of Sonoma and the City of Santa Rosa for years. In 2015 the Commission successfully applied for competitive funding from EPA and on

August 30, 2016, your Commission officially accepted a grant award which empowered Commission staff to make appropriate budget adjustments, perform required work under the terms of the Grant, and execute any documents necessary for receipt of funding.

On August 31, 2016, a Request for Proposal for an environmental engineering firm to assist in grant deliverables was released. The Commission staff received nine (9) responses. The submissions were reviewed by three Commission staff members, a community member, and a staff member from the San Francisco Office of the United States Environmental Protection Agency, resulting in a recommendation to select Stantec Consulting Services, Inc. of Petaluma, California (Stantec). Stantec was chosen because it was rated the most experienced firm in Brownfield Community wide assessment work. It was the top scored by staff as well as having the lowest cost. Reference with several local jurisdictions across California which had worked with Stantec yielded impeccable recommendations and each jurisdictions’ staff were emphatic that they would re-hire the firm again. Finally, Stantec has a Sonoma County office and has handled projects within the County.

The Commission will use grant funds to conduct a robust community outreach and education program, and then inventory, characterize, and assess up to 18 targeted Brownfield sites located within the Roseland Brownfields Plan Area along the Sebastopol Road corridor. Assessment activities would be conducted on site-eligible, privately owned properties only with owner permission and participation. Given community interest in this effort, staff expects that many property owners, when properly engaged, will be eager participants.

Staff recommends that your Board authorize the Executive Director to enter into a Professional Services Agreement with Stantec for \$316,000 and authorize the remaining grant funds to be administered by Commission staff for purposes of completing the remaining tasks outlined in the approved work plan for the Grant. The term of the Agreement would be from February 22, 2017 to December 31, 2019.

Successful completion of grant deliverables will enable the Commission to pursue additional funding from the EPA for actual remediation in the Roseland community once the extent of the contamination on these sites is known. A remediation grant would support private land owners’ environmental clean-up efforts.

PROPOSED LEASE EXTENSION

The Commission purchased the Roseland Neighborhood Center property subject to a lease agreement with Dollar Tree Stores, Inc., which has been renting the retail building located on the property since 1975. The Commission negotiated a reduction in space with Dollar Tree Stores to provide space for the

community-serving Library and Boys and Girls Club operations, and Dollar Tree Stores has been operating its retail store in approximately one-half of the building since that time. The most recent Lease Extension was signed in 2015 for a period of 24 months, and will expire on May 5, 2017.

In October 2016, the Commission contacted Dollar Tree Stores regarding a further extension of the lease. The proposed lease extension provides a continued retail presence on the site until construction of the Roseland Village Redevelopment Project begins in August 2018, which benefits the community and provides an income stream to the Commission funding property maintenance and operations.

The proposed lease extension, maintaining all current terms, provides a monthly rental income of \$13,762. The proposed extension meets the Commission's business needs and continues the right to terminate tenancy without incurring any relocation liability.

California Redevelopment Law (Located in Health and safety Code Sections 33000 et seq.) which still applies to housing assets purchased using Low and Moderate Income Housing Asset Fund proceeds, as the Roseland Neighborhood Village property was, requires that your Commission hold a public hearing prior to the sale or lease of any asset purchased using these funds. Health and Safety Code Section 33431 requires notice of the hearing to be published, at least once a week for two weeks, prior to the hearing. The required notices have been published in The Press Democrat and your Commission may now hold the required public hearing to consider approval of the Lease Extension Agreement. Upon Commission approval, the CDC Executive Director will execute the Lease Extension agreement.

Prior Board Actions:

- 08/30/16 – The Commission accepted of the United States Environmental Protection Agency Brownfields Assessment Grant and authorized Commission staff to make appropriate budget adjustments, perform required work under the terms of the grant, and execute any documents necessary for receipt of the grant funding.
- 05/12/15 - Amendment 4 extending lease agreement with Dollar Tree Stores, Inc. was approved.
- 06/10/13 – The Board of Supervisors adopted the FY 2013-2014 Budget which includes funds for Reinvestment and Revitalization program.
- 05/14/13 – The Board of Supervisors approved the concept of Reinvestment and Revitalization funding and of the Roseland Village mixed use project as a priority project.
- 01/18/11 – Approved \$6.92 million Public Improvements Agreement for the Roseland Redevelopment Project.
- 07/13/10 – Approved acquisition of the Roseland Village Shopping Center.
- 06/05/07 – The Board of Supervisors approved Sebastopol Road Urban Vision Plan.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Although primarily reflecting Goal 2) Economic and Environmental Stewardship, the Grant will fund activities which support all remaining County Strategic Plan Goals:

- Goal 1) Safe, Healthy and Caring Communities,
- Goal 3) Investment in the Future, and;
- Goal 4) Civic Services and Engagement.

This Grant will provide environmental assessments for a number of properties impacted by various forms of pollution and will advance efforts to revitalize Roseland. Studies will inform remediation activities and redevelopment will lead to blight reduction, property value increases, and new

investments in economic development, potential housing creation and environmental hazard reduction. The approval of the Lease Extension provide an income stream to support Community serving activities as well as a popular retail business operation in Roseland.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$165,148	\$165,148	\$14,026
Additional Appropriation Requested	\$392,000		
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal	\$392,000		
Fees/Other	\$165,148	\$165,148	\$14,026
Use of Fund Balance			
Contingencies			
Total Sources	\$557,148	\$165,148	\$14,026

Narrative Explanation of Fiscal Impacts:

US EPA Brownfields Assessment Grant Fiscal Impacts: An increase in the Commission Budget appropriations and expenditure authorization is required to recognize the Grant funding. The Commission is seeking that additional authorization through the approval of the Board item.

Use of rental income from the proposed Dollar Tree Store Lease Extension for property management will allow the Commission to avoid using Low and Moderate Income Housing Asset Funds for operational expenses on the property. FY 2018-2019 rent stream recognizes the prorated share of the rent based upon a time period of July 1st, 2018 to July 31st, 2018

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

There are no staffing impacts from either action. Commission staff administration costs of the Grant will be paid for by Grant funds.

Attachments:

- 1) Environmental Protection Agency Advisory Letter of Award
- 2) Environmental Protection Agency Brownfields Narrative Final Document
- 3) Dollar Tree Store executed Fifth Lease Extension Agreement
- 4) Draft Contract with Stantec Consulting Inc.

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

Copy of Stantec Consulting Services, Inc. of Petaluma, California response to Request for Proposals.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

June 3, 2016

Mr. John Haig
Deputy Director for Community Development
Sonoma County Community Development Commission
1440 Guerneville Road
Santa Rosa, CA 95403

Dear Mr. Haig,

Congratulations! Your organization has been selected to receive a Brownfields Assessment Grant award in the amount of \$392,000. This letter is not an official Notice of Award.

I will serve as the project officer (PO) for the grant and will work with the Sonoma County Community Development Commission regarding programmatic issues, such as development of the work plan. I can be reached at (415) 972-3531 or byous.eric@epa.gov.

To complete your application, please address the programmatic and administrative components as follows and email them to grantsregion9@epa.gov by **July 1, 2016**:

1. **Programmatic/Work Plan:** Use the attached template to develop a project work plan. The work plan should adhere to the project described in the original grant proposal.
2. **Administrative:** Complete and sign the forms listed below. Download the forms [here](#).
 - Assurances for Non-Construction Programs (SF 424B)
 - Certification Regarding Lobbying (EPA Form 6600-06)
 - Pre-award Compliance Review Report (EPA Form 4700-4)

Questions regarding the application or administrative/fiscal matters should be referred to Tiffanie Pang, the EPA Grants Management Specialist working on your grant, at (415) 972-3697 or pang.tiffanie@epa.gov.

Also, approval of pre-award costs for travel to the Brownfields Conference scheduled in September 2016 have been recommended to the EPA Award Official by the Brownfields & Site Assessment Section. However, all pre-award costs are incurred at the grantee's own risk until such time it receives the notice signed by the Award Official.

Again, on behalf of the Brownfields Program and myself, congratulations on being selected to receive this grant award. We look forward to supporting your work on this worthwhile project.

Sincerely,



Eric Byous, EPA Project Officer
Brownfields & Site Assessment Section
Superfund Division

Attachments: Work Plan Template
Grant Closeout Checklist

cc: Tiffanie Pang, EPA Grants Specialist, EMD-6-1

1 Community Need

1.a Targeted Community and Brownfields

1.a.i Targeted Community Description

The Roseland community refers to an area of 1.25 square miles within the City of Santa Rosa, which includes a mixture of incorporated and unincorporated neighborhoods. The Roseland neighborhood has a history of industrial and auto-related uses and is cut off from the center of Santa Rosa by State Highway 12 to the north, U. S. Highway 101 to the east, and abandoned rail lines that have languished in disrepair, creating further separation from the City of Santa Rosa.¹ These man-made boundaries have defined the Roseland area since the 1960s.

In 2014, the Sonoma County Department of Health Services released a *Portrait of Sonoma County*, a report on the socio-economic conditions in each of the county's 99 census tracts. Based upon the Human Development Index (HDI), which takes into account data on life expectancy, years of education, school enrollment, and median earnings, the three census tracts that make up the Roseland community ranked lowest: 97th through 99th. While the average HDI score for the county was 5.42 (out of 10 possible), the HDI scores for the three Roseland census tracts were 2.98, 2.95, and 2.79.² The existence of brownfields in this community has contributed to a negative perception of the area that has limited business investment and economic development. The proposed **Roseland Brownfields Project (RBP)** is a critical step toward creating developable land for potential business and housing investments.

The project area consists of Census Tracts 1531.02, 1531.03, and 1531.04, and includes 71 identified brownfield sites, with more than 50 along a one-mile segment of the Sebastopol Road commercial corridor.³ The presence of these sites has reduced business vitality in the neighborhood, which, in turn, has reduced employment and economic opportunity for local residents. The brownfields on the Sebastopol Road corridor have been a significant barrier to business investment since 1984, when the area was designated as a California State Superfund site.⁴ Disinvestment in the community occurred over the next several decades, including the 2003 closure of Albertson's Grocery, the anchor tenant in the Roseland Village Shopping Center. The property has remained vacant since that time, with other vacant properties adjacent to this site and along the entire corridor. Research from USDA indicates that large portions of Roseland are located in a food desert, which negatively impacts the health and nutrition of its residents.⁵

The target census tracts are strategically located and properly zoned, with available sites and structures for new commercial use. This area has been the focus of recent redevelopment efforts by both the City and County (see Project Description, Section 2.a.i). An EPA Brownfields Assessment Grant would build on these efforts to support assessment and cleanup planning that could lead to business and residential re-investment, and ultimately, community revitalization

¹ Some rail lines are being restored for use by the SMART (Sonoma Marin Area Rapid Transit) Train being developed by the County. This restoration presents options for revitalization of the neighborhood, leveraging of Brownfields Assessment Grant funding, and alignment of the Region 9 priority on new transportation investments.

² County of Sonoma Department of Health Services, (2014). *A Portrait of Sonoma County: Sonoma County Human Development Report*.

³ For a map of this area please visit

http://www.waterboards.ca.gov/northcoast/publications_and_forms/available_documents/pdf/151021/Roseland_Fact_Sheet-October2015.pdf.

⁴ State Superfund designation ended in 1994 when responsibility for the sites was transferred to the North Coast Regional Water Quality Control Board.

⁵ United States Department of Agriculture Economic Research Service. Retrieved on 12/15/15 from <http://www.ers.usda.gov/data-products/food-access-research-atlas/go-to-the-atlas.aspx>

and reconnection to Santa Rosa.

1.a.ii Demographic Information

The project area covers approximately 1.25 square miles and is home to 14,207 residents, with a majority of Latinos. The community is historically economically disadvantaged with a large portion of minority and low-income residents (See Table 1).

Table 1: Demographic Information for Target Community*								
	Roseland Community				City of Santa Rosa	County of Sonoma	State of CA	National
	Census Tract 1531.02	Census Tract 1531.03	Census Tract 1531.04	Total/Weighted Average				
Population	5,650	4,535	4,022	14,207	174,170	500,292	37,253,956	308,745,538
Unemployment	8.2%	9.7%	15.3%	10.7%	6.8%	6.2%	7.0%	5.8%
Poverty Rate	20.2%	20.4%	34.2%	23.1%	13.3%	12.3%	16.4%	15.6%
Median Income	\$51,074	\$53,661	\$47,576	\$50,909	\$60,758	\$63,799	\$61,489	\$53,482
Per Cap Income	\$18,332	\$19,642	\$13,987	\$17,520	\$29,890	\$33,361	\$29,906	\$28,555
% White	27.2%	36.3%	24.0%	29.2%	79.2%	82.4%	65.8%	76.3%
% Latino	63.4%	54.3%	67.3%	61.5%	30.4%	25.6%	38.2%	16.9%
% Black	3.3%	1.4%	0.8%	1.9%	3.4%	2.5%	7.1%	13.7%
% Asian	1.9%	5.5%	5.8%	4.2%	6.9%	5.4%	15.4%	5.9%

*Source: US Census Bureau 2014 American Community Survey, www.census.gov accessed 12/10/2015.

1.a.iii Description of Brownfields

The proposed brownfields project area has a long history of industrial and other uses, reflected in the list of 71 remediated and unremediated sites identified in a North Coast Water Quality Control Board (NCRWQCB) report for the project area.⁶ Previous land uses include: auto service stations, auto wrecking yards, petroleum processing plants, auto dealerships, dry cleaners, retail stores, and bus companies. Identified contaminants include trichloroethylene, tetrachloroethylene (a cleaning chlorinated solvent also known as PERC or PCE), 1,2-dichloroethane, 1,2-dichloroethene, vinyl chloride, benzene, MTBE, and gasoline. Contaminants, including gasoline, diesel, and chlorinated solvents, have been found in drinking water wells and irrigation wells in the project area. The unremediated brownfield sites in the target community are identified in Table 2 below. These sites were designated “open” in the North Coast Regional Water Quality Control Board report.

Table 2: Open Brownfields Sites in the Roseland Community as of October 2015		
Site Number on NCRWQCB Map⁷	Name of Business	Address
1	Acme Auto Wreckers Inc.	1885 Sebastopol Rd
4*	Baugh, Wilson Enterprise	805 Sebastopol Rd
5*	Beacon #489 (Former)	921 Sebastopol Rd
7*	BP / Redwood Oil #110	760 Sebastopol Rd
8	BSC Cleaners	800 Sebastopol Rd
9	C & D Batteries	265 Roberts Ave

⁶ North Coast Regional Water Quality Control Board, (October 2015). *Fact Sheet Roseland Area – Sebastopol Road/McMinn Avenue Groundwater Contamination Update Santa Rosa, California, October 2015.* http://www.waterboards.ca.gov/northcoast/publications_and_forms/available_documents/pdf/151021/Roseland_Fact_Sheet-October2015.pdf.

⁷ Ibid.

Table 2: Open Brownfields Sites in the Roseland Community as of October 2015		
Site Number on NCRWQCB Map⁷	Name of Business	Address
16	Former Exxon 7-2639	1124 Sebastopol Rd
23	McGowen Auto Wrecking (Former)	112 Holbrook St
29	Quick Stop Market #35	816 McMinn Ave
30	Redwood Oil & Chevron Bulk Plant	258 Roseland Ave
31	Reuben's Tacos	565 Sebastopol Rd
32	Roseland Cleaners	761 Sebastopol Rd
37	Shell Service Station - Dutton Ave	255 Dutton Ave
38	Shell, DZ Products Facility	257 Dutton Ave
42	Taylor Bus Company	1175 Sebastopol Rd
51	AM/PM Mini Mart	440 Hearn Ave
53	Fouche Auto Wreckers	2290 Dutton Ave
61	Ray's Food Center	2423 Dutton Ave
*These three sites are part of a region-wide grouping of sites, the Sebastopol Commingled Plume Group. All other sites will be addressed on a property-by-property basis.		

1.a.iv Cumulative Environmental Issues

According to the EPA's Environmental Justice Screening Tool, Roseland ranks in the 91st percentile nationally for traffic proximity and the 79th percentile for particulate matter.⁸ Diesel particulates from two nearby major highways create significant health hazards related to asthma, heart and lung disease, and lung cancer for residents, particularly children. The Roseland area contains four hazardous chemical cleanup sites and 17 groundwater cleanup sites, more than the majority of census tracts in the state.⁹ Leaks from tanks of hazardous chemicals stored in containers underground can pollute drinking water with gasoline, diesel fuels, solvents, heavy metals, and pesticides. The area's many wrecking yards contribute significantly to storm water pollution. The North Coast Regional Water Quality Control Board received 25 complaints about storm water pollution in the area in the late 1980s and early 1990s related to discharge from auto yards.

Brownfield contamination in Roseland has restricted development of open spaces and resulted in insufficient park and recreational facilities. The Roseland area has 0.1 acres of open space per 1,000 persons, far below the recommended ratio of three to six acres per 1,000 residents, and far less than the City of Santa Rosa, which has a ratio of six acres per 1,000 residents. In all of Roseland there is one park of less than one acre for the entire 1.25 square mile community and its more than 14,000 residents. The limited open spaces are suitable for passive uses, such as reading or eating lunch. Declining county coffers due to the depressed property values reduce the availability of funds for park development.

1.b Impacts on Targeted Community

The RBP area population includes high numbers of residents under the age of 18 (31% compared to 23% in the City and 22% in County) and children birth-five years (almost 10%

⁸ United States Environmental Protection Agency, EJSCREEN: Environmental Justice Screening and Mapping Tool. Retrieved on 12/15/15 from <http://ejscreen.epa.gov/mapper/>

⁹ CalEnviroScreen 2.0 Pollution Burden Indicators. Retrieved on 12/15/15 from <http://oehha.maps.arcgis.com/apps/MapSeries/index.html?appid=42671dba7b114509922401135ff86588&webmap=28431b9f419346d7ba38f8752631aed4>

compared to 7 % in the City and 6% in the County), two groups that are particularly sensitive to the impacts of brownfields contamination.¹⁰ Of the County's census tracts, Roseland ranks the lowest on the Human Development Index. Life expectancy at birth is 77 years, compared to 81.0 in the County and 81.2 in the state.¹¹

The American Lung Association of California reports that 20% of children in the Roseland School District suffer from asthma, which is almost twice the rate in Sonoma County. The Sonoma County Health Services Department reports that children in the Roseland area experience higher levels of childhood obesity as well. Heavy diesel bus and truck traffic are known contributors to asthma, which in turn can limit children's outside activity needed to maintain a healthy weight. Sonoma County scored as well or better than its peer counties on a number of health indicators, but performed much worse on deaths related to chronic lower respiratory disease and cancer, both of which are negatively impacted by air pollution and diesel particulates.¹² Limited access to healthy food and open space has similar impacts, including higher levels of obesity, diabetes, and heart disease.¹³

Roseland Elementary School and Roseland University Preparatory charter school are both located in the Roseland BPA and in close proximity to local brownfield sites. As school children go to and from school they are exposed to the multiple brownfields sites along the Sebastopol Road corridor on a daily basis.

1.c Financial Need

1.c.i Economic Conditions

Sonoma County has designated Roseland a priority community for place-based interventions that address health, education, and income barriers.¹⁴ Roseland has a high concentration of residents who face economic constraints, as shown in Table 1. The Median Household Income for Roseland is \$50,909, well below \$60,758 for the City of Santa Rosa and \$63,799 for Sonoma County.¹⁵ Roseland's Per Capita Income is \$17,520 compared to \$29,890 for the City of Santa Rosa and \$33,361 for Sonoma County. The Poverty Rate for the area is 23.1%, 1.74 times the rate for the City of Santa Rosa (13.3%), and 1.88 times the rate for Sonoma County (12.3%).¹⁶ Roseland faces higher unemployment rates than Santa Rosa or Sonoma County, with census tract 1531.04 at approximately three times the national unemployment rate.¹⁷ In addition, as a past Superfund site Roseland faces the stigma associated with its former designation, which is a powerful deterrent to investors.

The Sonoma County Community Development Commission (CDC) has seen a reduction in funds as the State of California dissolved redevelopment agencies. Even with this loss, the CDC continues to seek new funding sources to support redevelopment projects. Following the loss of business after Albertson's closure, the CDC has focused former redevelopment funding

¹⁰ U.S. Census, 2010 Census, accessed at <http://www.census.gov> on 12/17/15.

¹¹ County of Sonoma Department of Health Services, (2014). *A Portrait of Sonoma County: Sonoma County Human Development Report*.

¹² United States Department of Health and Human Services, Centers for Disease Control and Prevention. Sonoma County, CA Summary Comparison Report. Retrieved on 12/15/15 from <http://www.cdc.gov/CommunityHealth/profile/currentprofile/CA/Sonoma/>

¹³ United States Department of Agriculture Agricultural Marketing Service. Retrieved on 12/15/15 from <https://apps.ams.usda.gov/fooddeserts/fooddeserts.aspx>

¹⁴ County of Sonoma Department of Health Services, (2014). *A Portrait of Sonoma County: Sonoma County Human Development Report*.

¹⁵ U.S. Census, 2010 Census, accessed at www.census.gov on 12/10/2015.

¹⁶ Ibid.

¹⁷ Ibid.

towards one main project, the Roseland Village Neighborhood Center (RVNC). This project is a seven acre redevelopment on the former Albertson's supermarket site which includes a mixed use project with affordable housing, retail, outdoor and indoor public spaces, and library and childcare facilities. The RVNC has absorbed all available CDC and County of Sonoma funding streams and there are no additional resources to address the many brownfields throughout the wider area.

1.c.ii Economic Effects of Brownfields

Roseland is both economically depressed and disproportionately affected by the presence of brownfields in the immediate area, resulting in negative impacts on the neighborhood's business community and workforce. Since 2011, Roseland's population has decreased by more than 1,000 people, as residents leave the area in search of better jobs, education, and public health.¹⁸ The negative impacts of brownfields in Roseland include decreased property values, heightened potential for crime, stressed infrastructure, and decreased public health, all of which incur costs that compound the economic distress of the area. Abandoned and vacant properties on brownfield sites in Roseland do not provide tax revenues to the City and County, compounding the economic distress of the community. According to a national survey (US Conference of Mayors on Brownfields, 2006), 79% of respondents stated that increasing the municipality's tax base was a primary benefit of brownfield redevelopment. From the same survey, 64 respondent communities determined that local tax revenues generated from redeveloped brownfield sites totaled \$233 million. It has been well documented that chronically blighted and vacant properties also incentivize crime and decrease residents' safety. Crime, dumping refuse, and vandalism all decrease the "livability" of the economically depressed Roseland area. When brownfields are left unmanaged and undeveloped, the community incurs all of these associated costs.

2 Project Description and Feasibility of Success

2.a Project Description

2.a.i Project Description

Both the City and County are currently engaged in redevelopment efforts. The City has undertaken the Roseland Specific Plan focused on combining the Roseland and Sebastopol Road Priority Development Areas to address land use and transportation issues.¹⁹ The Sonoma County CDC's efforts have focused on the RVNC's mixed-use project, which recently opened a community center and is developing affordable housing, retail, public spaces, a library, and childcare facilities. The Roseland Brownfields Project (RBP) will assist in developing a consistent approach to brownfields remediation and redevelopment in line with the existing Sebastopol Road Urban Vision Plan.²⁰ The project is aligned with the Region 9 priority focused on new/expanded transit investments to reduce air pollution and will build on recent progress to conduct necessary brownfields assessments and establish an integrated approach to the community's redevelopment and revitalization.

The CDC will use grant funds to inventory, characterize, and assess 18 targeted brownfield sites that are located within the RBP Area along the Sebastopol Road corridor. Assessment activities to be conducted upon EPA site-eligible, privately owned sites will require

¹⁸ U.S. Census, 2010 Census, accessed at www.census.gov on 12/15/2015.

¹⁹ A PDA is a designated area within existing communities that has been identified and approved by local cities or counties for future growth.

²⁰ A joint plan for the future of the community developed collaboratively by the County of Sonoma and the City of Santa Rosa in 2007.

owner permission and participation. Given community participation in the aforementioned efforts, it is expected the vast majority of property owners, when properly engaged, will be ready participants in this new program. The grant funds will support an environmental consultant to coordinate the Phase I and Phase II environmental assessments that will be conducted at project area sites. The Project will also involve a community outreach and education program for area residents and business owners on the proposed RBP and seek out their support and input in the process of identifying, prioritizing, and selecting the most project-ready brownfield sites for assessment (see Section 3).

2.a.ii Project Timing

Contractors needed for timely completion of grant activities will be procured through the RFP process in compliance with 40 CFR 30/31 following notification of a grant award. Contractors will be selected within four months after receipt of the grant award. A total of 18 sites in the target community have already been identified as brownfields, and the CDC will initiate site access processes immediately after grant award.²¹ A community involvement consultant will be hired within two months of receiving the grant award to initiate the development of the Community Outreach and Participation Plan. Site assessment will begin in the second quarter; it is anticipated that all 18 Phase I assessments will take approximately 18 months with subsequent QAPP and SAP preparation and EPA approval. Phase II assessments will follow. The schedule provided below in Table 3 allows six weeks for Phase I and II evaluations of each site. Cleanup and reuse planning will be conducted toward the end of the project after assessment data has been collected and analyzed. Program management will begin after contracting and site prioritization and will consist of ongoing data collection and reporting and potential travel to conferences.

Table 3: Project Timing and Milestones												
Activity	Year 1				Year 2				Year 3			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Contract Assessors	X											
Negotiate Site Access	1,2	3,4	5,6	7,8	9,10	11,12	13,14	15,16	17,18			
Hire Consultant	X											
Env. Assess Phases I / II			1-3	4-6	7-9	10-12	13-15	16-18	19,20	21,22	23	
Develop/Support Website	X	X	X	X	X	X	X	X	X	X	X	X
Community Meetings	1		2		3		4		5		6	
Develop Program			X	X	X	X	X	X	X	X	X	X
Plan Cleanup/Reuse											X	X
Complete Project												X
Phase I Assessments: #1-18; Phase II Assessments: #19-23												

2.a.iii Site Selection

The CDC will engage community members in a robust site selection process that will include education for community members and especially property owners about the extensive benefits of brownfields redevelopment including increased opportunities for state redevelopment incentives, property reuse, and overall community revitalization. CDC will reach out to property

²¹ See North Coast Regional Water Quality Control Board report for a map with the location of these sites: http://www.waterboards.ca.gov/northcoast/publications_and_forms/available_documents/pdf/151021/Roseland_Fact_Sheet-October2015.pdf.

owners and tenants to review existing lists of contaminated sites (e.g. California State Water Resources Control Board's GeoTracker site list, the Department of Toxic Substances Control's (DTSC) EnviroStor), and conducting drive-by and walk-through visits of potential sites. Target properties will be ranked and selected based upon their strategic location with respect to community economic development opportunities, open space, and community services and input from the community. The sites will also be prioritized in regard to criteria including, but not limited to, the ability to address and eliminate public health and safety issues and the Region 9 priority focused on the potential for new/expanded transit investments. The California State Water Resources Board and the Sonoma County Environmental Health Division have identified a number of brownfields sites in the RBP Area. The location and disposition of much of the neglected neighborhood land is already known.

[2.b Task Description and Budget Table](#)

2.b.i Task Descriptions

Budget Task 1 – Brownfield Online Site Inventory and Information Portal (\$10,000)

Building on Sonoma County Environmental Health Division's Brownfields Inventory and incorporating the information learned through the site selection process, an online inventory and information portal will be developed that is easily accessible, current, and capable of tracking properties to report outcomes (reuse, leverage, jobs created). The website will draw on data collected by existing databases from the Water Board, city, and county and provide access to current data, reports, and links to existing county resources. Portions of this portal will be community facing and provide easy access to current information regarding the RBP. A newsfeed will be included on the website to provide updates on open sites, cleanup progress, upcoming community forums, and the projected completion dates for each site. Estimated costs include hiring a contractor for 100 hours at \$100/hour. Output: Successful development and maintenance of online site inventory and information portal.

Budget Task 2 - Community Involvement (\$18,000)

Grant funds will pay for an anticipated six community meetings. The cost per meeting is estimated to be \$1,500, based on actual costs from community meetings the CDC held in the last year in the Roseland area. The per-meeting cost estimates include the cost of serving food to community participants, which has been proven to measurably increase participation in community meetings and events related to the Roseland Village Neighborhood Center project. Also in this budget task are other supplies used for community meetings (\$1,000) such as printing promotional materials, audio-visual rentals, and other event costs. Content experts will be hired contractually to provide any necessary technical information to participating community members (30 hours at \$50/hour) and a community consultant will be hired contractually to assist with the development of a Community Outreach and Participation Plan and provide facilitation at all community meetings (100 hours at \$50/hour). Outputs: Community Outreach and Participation Plan, meeting facilitation, and ongoing community engagement.

Budget Tasks 3 and 4 – Phase I and II Environmental Assessments (\$345,000)

EPA grant funds will be directed towards completion of All Appropriate Inquiry (AAI) Phase I Environmental Site Assessments (ESA) and, where appropriate, Phase II (sampling) studies. The ESA work, to be conducted in accordance with AAI and ASTM criteria, will be completed at up to 18 sites in the RBP area, to be identified through the site selection and community involvement process. Fieldwork will in many cases be contracted out to environmental professionals as well as public health and community involvement specialists.

Eighteen Phase I Environmental Assessments are estimated to cost an average of \$2,500 each for a total of \$45,000.²² It is anticipated that up to five of these sites will progress to Phase II at an average of \$30,000 per site including Sampling Analysis Plans and Quality Assurance Project Plans (SAP/QAPP), any supplemental Site Assessments, Preliminary Endangerment Assessments, Health Risk Assessments, and other necessary studies. Phase II costs are based on recent EPA Brownfields Assessments grant awards. Outputs: Successful completion of up to 18 Phase I and five Phase II assessments; data collected/submitted to EPA via ACRES online database.²³

Budget Task 5 - Program Management (\$19,000)

Staff time is included for the management and execution of the grant including all tracking and reporting requirements using ACRES (200 hours at \$45/hour). A contractor will be hired to conduct ongoing data collection of the population/environmental impacts to provide evidence for future cleanup efforts (100 hours at \$50/hour). Travel funds in the amount of \$3,000 will be used to send up to two representatives to EPA brownfields conference(s). A limited amount has been budgeted for office supplies and other expenses to support this task. Output: Ongoing data collection, tracking, and reporting will be completed via ACRES.

2.b.ii Budget Table

The Sonoma County CDC requests a Brownfields Assessment Grant of \$196,000 for hazardous substances assessment and the same amount for petroleum sites, resulting in a total request of \$392,000. The agency is submitting a joint application; however, two separate budgets are presented below.

Table 4: Program Budget						
Hazardous Substances						
Categories	Task 1	Task 2	Task 3	Task 4	Task 5	Total
Personnel					\$4,500	\$4,500
Fringe						\$0
Travel					\$1,500	\$1,500
Equipment						\$0
Supplies		\$5,000			\$1,000	\$6,000
Contractual	\$5,000	\$4,000	\$22,500	\$150,000	\$2,500	\$184,000
Subtotal	\$5,000	\$9,000	\$22,500	\$150,000	\$9,500	\$196,000
Petroleum						
Categories	Task 1	Task 2	Task 3	Task 4	Task 5	Total
Personnel					\$4,500	\$4,500
Fringe						\$0
Travel					\$1,500	\$1,500
Equipment						\$0
Supplies		\$5,000			\$1,000	\$6,000
Contractual	\$5,000	\$4,000	\$22,500	\$150,000	\$2,500	\$184,000
Subtotal:	\$5,000	\$9,000	\$22,500	\$150,000	\$9,500	\$196,000
Total Budget	\$10,000	\$18,000	\$45,000	\$300,000	\$19,000	\$392,000

²² Proposed cost based on estimate of between \$2,000-\$3,000; ASTM International, 1527-13.

²³ ACRES is the Assessment, Cleanup and Redevelopment Exchange System.

2.c Ability to Leverage

The CDC will provide in-kind staff time of the Deputy Director for Community Development and a Community Development Associate to manage the RBP and additional staff time from construction specialists, environmental review staff, and accounting staff to provide technical expertise and financial management. Existing County GIS Department resources and expertise will be leveraged, including the existing GIS inventory developed by the County's Environmental Health Division. The grant award would stimulate or leverage other funding from state and federal agencies involved with transportation as well as green space. A Brownfields Assessment Grant could provide significant leverage in seeking funding from the Metropolitan Transportation Commission for this project, including the Roseland Priority Development Area (PDA). The PDA is located within 1.5 miles of the new Sonoma Marin Area Rail Transit (SMART) Train and will be well positioned to pursue funds for transit oriented development projects. Safe Routes to School could also be leveraged for this greenway/bikeway to be used by school age children for active living alternatives. The CDC would also pursue Department of Toxic Substances Control (DTSC), NCRWQCB funds, and the new Enhanced Infrastructure Financing District Funding to support the revitalization of the proposed brownfields sites. The Polanco Redevelopment Act (1990) and the Gatto Act (2013) will be utilized where applicable to encourage the development of properties that are idle or underutilized due to real or perceived environmental contamination. The statute accomplishes this by alleviating most of the legal and financial risks associated with cleanup, by holding previous property owners responsible for historical site contamination, and by holding harmless potential developers who may be interested in developing a brownfield site. Initial public investment such as the CDC's purchase of the Roseland plaza site can trigger major private investments in the long-term, thereby creating an economically viable opportunity. The RVNC project represents a \$6.9 million investment by local government, which will enable a \$45-65 million redevelopment project.

3 Community Engagement and Partnerships

3.a Plan for Involving Targeted Community & Other Stakeholders; and Communicating Project Progress

3.a.i Community Involvement Plan

The RBP will emphasize community involvement while integrating and building upon existing efforts by the City and County. Existing redevelopment projects do not specifically address brownfields or inform current residents how the "problem" brownfield sites will be resolved. The RBP will help integrate these projects and build a structure to ensure communication, community stakeholder engagement, and sustainability, including the following:

- Developing the Roseland Collaborative (Collaborative), which will include members from City and County Roseland projects, partner government and community organizations (see Tables 5 and 6 below), local business owners, and other residents. In addition, all Collaborative members must make a long-term commitment toward the redevelopment of Roseland. The Collaborative will continually increase membership.
- Leading semi-annual open community forums to gather input and share information; developing a Community Outreach and Participation Plan to engage the community in project planning, site selection for assessments, clean up decisions, and reuse planning.
- Sharing information through existing efforts (e.g. the RVNC).
- Working with local schools and media outlets to engage community members.
- Engaging partner government agencies and community organizations to reach out to local businesses and residents.

- Conducting outreach to Spanish speaking residents, with Spanish language materials, local media, and bilingual outreach workers and interpreters at public meetings.

3.a.ii Communicating Progress

The communication channels described above in Section 3.a.i will also be used to inform community members about progress. The described channels are particularly appropriate given that they build on existing meeting structures and the RVNC to ensure continued involvement of already engaged community members. Communication plans include strategies to reach Roseland’s large Spanish speaking community. In addition, progress will be communicated by:

- Sharing Collaborative meeting minutes and progress updates via the RVNC and a new user-friendly website described as part of Budget Task 1.
- Including information and updates on City and County websites and public meetings.
- Holding semi-annual open public forums.

3.b Partnership with Government Agencies

3.b.i Local/State/Tribal Environmental Authority

The CA Department of Toxic Substances Control is the environmental authority for the RBP project area and has provided a letter of their support (Attachment B). The role of lead agency was transferred to NCRWQCB, which now has lead regulatory responsibility for investigation and remediation of contaminated sites in the Roseland community. The CDC has already engaged some Roseland neighborhoods in a voluntary cleanup program to help create the RVNC. Through various efforts, the NCRWQCB works cooperatively with state and local agencies to foster brownfields redevelopment and achieve cost-effective, successful assessment of sites while safeguarding public health and the environment. The NCRWQCB will provide support for the projects through consultation with staff and consultants in reviewing existing files on known contamination releases in the area, investigation workplans, and investigation reports to help determine if further work is necessary.

3.b.ii Other Relevant Governmental Partnerships

The CDC has established relationships with government agencies that will help to ensure the success of its brownfields program. These essential partnerships are detailed in Table 5.

Table 5: Relevant Governmental Partnerships	
Governmental Partnerships	Expected Brownfields Role
CA Dept. of Toxic Substances Control	Will provide continued support for conducting assessments to address community concerns and further redevelopment efforts.
North Coast Regional Water Quality Control Board	Will consult with CDC in reviewing files on known contamination releases in area, investigation workplans, and investigation reports to help determine if further work is needed.
Sonoma County Department of Health Services	Will conduct community education and outreach, participate in public meetings, assist with distribution of assessment fact sheets, and assist in the development of data on health impacts.
Sonoma County Regional Parks	Currently developing parks and trails in Roseland community. Will conduct community engagement with residents.
City of Santa Rosa	Collaborate in redevelopment planning for impacted for city land adjacent to county property within the Roseland community.

3.c Partnerships with Community Organizations

3.c.i Community Organization Description & Role

The community organizations below are committed to support the Roseland Brownfields

Project through the activities outlined below and described in their letters of commitment.

Table 6: Community Organizations Description and Roles

Community Partners	Organization Mission	Expected RBP Role
Burbank Ave. Neighborhood Association	Grass roots advocacy organization focused on quality-of-life issues in Roseland including transportation, open space, urban design, and toxic contamination.	Provide community outreach, education and site selection.
Citizens Cleanup Coalition	Supports local environmental cleanup efforts.	Provide community education, outreach, meeting space; gather community input; and disseminate assessment fact sheets.
Community Action Partnership of Sonoma County	Multi-program human services organization that partners with low-income communities to improve lives through direct service and advocacy.	Provide community outreach, education and Spanish translation.
Community Builders Corporation	Supports environmental justice and social equity issues; informs community on redevelopment issues.	Provide community outreach, education, and help inform site selection.
Roseland University Prep	Public charter high school serving Roseland students.	Obtain community feedback and distribute assessment fact sheets.
Santa Rosa Together	Works to engage citizens; has been active in redevelopment in Roseland.	Provide community education and outreach; helped form a Health Action Chapter in SW Santa Rosa.
Sonoma County Latino Democratic Club	Promotes Latino participation in government and civic affairs.	Provide community education, outreach, meeting space; gather community input; and disseminate assessment fact sheets.
St. Joseph Health	Provides health education, exercise classes, and resident leadership development in Roseland.	Provide community education and outreach, host public meetings, assist in site identification, and obtain community feedback.

3.c.ii Letters of Commitment

Letters of Commitment from the community partners referenced in Table 6 are included as Attachment D, and detail each partner’s commitments to project planning and implementation.

4 Project Benefits

4.a Health and/or Welfare and Environment

4.a.i Health and/or Welfare Benefits

The completion of site assessments will document the potential or actual threats to local public health. This assessment will address the immediate health and economic challenges faced by Roseland by reducing environmental toxins, reducing the community’s asthma rate connected with current air pollution, and attracting investors. Cleanup of brownfields will have positive impacts on residents’ drinking water, soil, and air exposure by reducing the number of contaminants in groundwater. Reduction of diesel particulates will similarly affect residents’

respiratory health, particularly among children and the elderly. Sites that do not have potential contamination will be cleared for planned development in the future, contributing to the economic health of the community.

Expanding public open space by developing former brownfields will promote physical activity among residents, strengthening residents' chances of resistance to heart and lung disease. In particular, the development of the Joe Rodota Trail, which connects Roseland to downtown Santa Rosa, will be an important contributor to helping Roseland residents improve their health, fitness, and quality of life. This may also be used to expand the walkshed leading to the SMART train, increasing ridership, decreasing vehicle traffic, and corresponding asthma rates.

4.a.ii Environmental Benefits

Redevelopment plans will include green building practices and leverage the existing SMART system structures to contribute to environmental improvement. These practices align with the Santa Rosa Climate Action Plan (2012) focused on reducing greenhouse gas emissions. The Joe Rodota Trail, for example, will connect Roseland to the Railroad Square neighborhood adjoining downtown Santa Rosa. If connected to an economically developing Roseland this trail could evolve into a pedestrian-friendly, environmentally sensitive conveyor of people between neighborhoods. Resulting redevelopment of brownfield sites for green space and public use would provide much needed parkland, which filters air pollutants, reduces climate impacts, and prevents soil erosion. Roseland currently has insufficient park and recreational facilities, with only one park of less than one acre for the entire 1.25 square mile community.

4.b Environmental Benefits from Infrastructure Reuse/Sustainable Reuse

4.b.i Policies, Planning, and Other Tools

Local policies and planning efforts including the Santa Rosa Climate Action Plan, the Sebastopol Road Urban Vision Plan, and Roseland Specific Plan are all focused on transit oriented sustainable redevelopment and revitalization of Roseland. Existing infrastructure, such as the Sonoma County Energy Independence Program and the CDC's commercial rehabilitation program, also support the conservation and rehabilitation efforts of home and business owners.

4.b.ii Integrating Equitable Development or Livability Principles

This project is consistent with the HUD-DOT-EPA livability principles in the following ways: 1) It will *provide more transportation choices* by improving connections to the Railroad Square TOD and SMART Train and encourage multimodal transport in alignment with the transportation priority that has been identified for EPA Region 9. 2) It will *promote equitable, affordable housing* by facilitating the construction of housing and supporting services for this low income neighborhood. 3) It will *increase economic competitiveness* by making additional sites near downtown open to redevelopment. 4) It will *support existing communities* by making previously undevelopable sites available for commercial and residential development. 5) It will *leverage federal investment* by building upon projects funded by HUD. 6) It *values communities and neighborhoods* and brings together residents and business owners to engage in place-based collaborative redevelopment efforts.

4.c Economic and Community Benefits

4.c.i Economic or Other Benefits

The proposed project will help bring revived economic activity to the Sebastopol Road corridor, which is essential to the economic revitalization of the community. Redevelopment on previously contaminated sites will complement existing developments and generate business activity. The CDC expects that at least 10 to 15 acres within the proposed project area will be positioned for redevelopment as a result of the grant. This would include commercial retail space, government services, and affordable housing. Earlier examples such as Canada's National

Round Table on the Environment and the Economy (NRTEE) released in 2003 found that the effects of brownfield redevelopment had a total output multiplier of 3.8, meaning that an additional \$1 generated because of the brownfield project is likely to lead to \$3.80 in total investment. In 2008, the US Conference of Mayors reported statistics for job creation in 75 US cities: 71,313 redevelopment jobs and 115,649 post-development jobs for a total of 186,962 jobs had been generated on 1,309 brownfield sites across the US.

In addition to tax revenue, job creation, and funding leveraged, brownfields development has significant qualitative impacts for a community. Roseland residents need a mix of full service grocery stores, strong retail businesses, and larger businesses in the area instead of the proliferation of used car salesmen setting up shop in former residences on Sebastopol Road. The economic stimulus needed for the entire community can come from actual redevelopment of a number of properties along the Sebastopol Road commercial corridor for a higher and better economic return to the community. New open spaces will also stimulate redevelopment. Mixed-use zoning provides flexibility that attracts residential uses and local serving retail and services. The synergistic effects of mixed-use development allow residents and businesses to interact, stimulate commercial interaction, and are instrumental in reducing vehicular trips. This project will support walkability, mixed use, density and housing choices.

In alignment with the transportation priority identified for EPA Region 9, this project will support transit-oriented development related to the new SMART Train, by supporting the reuse of infill sites that were previously designated as brownfields, and contribute to sustainable community development in Roseland by helping to create jobs and affordable housing.

4.c.ii Job Creation Potential with Workforce Development Programs

The reclamation of contaminated properties in Roseland will create short-term remediation jobs, longer-term construction jobs, and permanent jobs tied to the end use of the property in a low-income community that needs them most. Moreover, because many brownfield conditions disproportionately impact low- and moderate-income neighborhoods and communities of color like Roseland, these jobs are being created where they are needed most. The CDC has partnered with Sonoma County Economic Development Board (EDB) Business Services Program and the Workforce Investment Board (WIB), to offer valuable free support services for local businesses in the Roseland area and across the county including workforce recruitment and retention, customized workforce trainings, subsidized hiring incentives, and specialized hiring events. The Community Action Partnership (partner) operates a YouthBuild job training program in the City of Santa Rosa, and an important goal of the proposed project would be to include youth from this program in the environmental remediation work at the brownfields sites, enabling them to learn key job skills related to environmental remediation. This would also enable YouthBuild participants to gain exposure to local environmental contractors, thereby increasing the likelihood that they would be employed in the field following completion of their training.

5 Programmatic Capability and Past Performance

5.a Programmatic Capability

5.a.i Programmatic Capability of the Agency

The CDC has served the County of Sonoma for more than 30 years, and during that period has overseen the expenditure of more than \$500 million for county projects. The Commission has a robust administrative infrastructure that will ensure timely expenditure of funds and adherence to all administrative and financial requirements. The Commission's highly qualified accounting team already tracks several one-time and ongoing grants utilizing multiple

transaction codes and Oracle's PeopleSoft program.

5.a.ii Expertise, Qualifications & Experience of Project Manager/Staff

CDC Deputy Director for Community Development, John Haig, will be the Project Manager for this Brownfields Grant. Mr. Haig has worked in the private sector and county government in the fields of facilities management and energy and sustainability for many years and has managed federal, state, and local funds for a variety of programs. Mr. Haig has administered professional services contracts with consulting firms similar to those that will be procured under this grant.

CDC Special Projects Director, James Leddy, will be instrumental in this project in overseeing the RFP process for contractors and managing contracts. Mr. Leddy has over 22 years public sector management experience including the areas of transportation, policy, and finance in both state and local government. Mr. Leddy is currently the Roseland Village Neighborhood Center's redevelopment project lead. Mr. Haig and Mr. Leddy have administered professional services contracts with consulting firms similar to those that will be procured under this grant.

In addition to these key staff, the CDC has the ability to enlist staff specialists in construction, labor standards, and environmental review as internal consultants, as necessary. The CDC also conducts Requests for Proposals when appropriate to solicit consultant services on a variety of projects in Roseland. The CDC complies with the required procurement standards when contracting for professional services.

5.b Audit Findings

An audit conducted for the year ending June 30, 2012 raised concerns about the division of labor and responsibilities between CDC employees and an outside accounting firm, related to the resignation of the Commission's Controller eight months prior. This audit identified deviations from HUD and REAC recommended accounting practices that required correction.

In response to these concerns, the CDC hired a Supervising Accountant to oversee and manage the accounting team, restoring a central and cohesive structure. The Commission also took additional measures to ensure that internal controls and accounting best practices were maintained. The following two audit reports in 2013 and 2014 contained no adverse findings and offer evidence that the financial position of the Commission is once again in good standing.

5.c Past Performance and Accomplishments

While the CDC has not previously received EPA funding, it does administer both federal and state funds to deliver program services to the low-to-moderate income communities in Sonoma County. As described below, the CDC possesses the resources, capability and desire to administer this EPA assessment grant such that it is invested in the most efficient and outcome-oriented manner in Roseland. Following is a description of five current federal grants that have been successfully administered by the CDC.

1) Flood Mitigation Program: FEMA; \$2,900,000; FY 2015-16. (Received since 1997.) The purpose of this program is to reduce or eliminate long-term risk of flood damage to structures insured under the National Flood Insurance Program. Over the course of the program, the CDC has received over \$19.5 million and has used these funds to successfully elevate 289 homes. None of these homes have experienced flooding since the rehabilitation was performed. Throughout the administration of this grant, the CDC has complied with all reporting and financial standards, including the Consolidated Annual Performance and Evaluation Report (CAPER), and quarterly reports for all open grants as required. Every CAPER submitted by the CDC has been to standard and accepted by HUD.

2) Community Development Block Grant: U.S. Department of Housing and Urban Development; \$1,646,115; FY 2015-16. (Received since 1982.) The Community Development

Block Grant (CDBG) serves to support either low-income households, access modification (ADA) projects benefiting the elderly or disabled, or area-wide benefit projects. In the FY 2013-2014, CDBG funds were used to support homeless prevention programs that provided case management, peer support group facilitation, security deposit move-in and one-time emergency assistance with rental payments, and to support victims of domestic violence with family advocacy. CDBG funds were also used to perform ADA improvements to increase accessibility in Cloverdale, Healdsburg, Rohnert Park, and Sebastopol and in facilities such as the Sonoma County Fairgrounds restrooms and Sonoma County Regional Parks. Grantee funds were used exclusively for the three national objectives and the grantee complied with the overall benefit certification. One hundred percent of the County's CDBG funding was used for activities that demonstrated compliance with income eligibility requirements. The CDC has complied with all reporting and financial requirements including HUD Federal Labor Standards Provisions, submission of the semi-annual Davis-Bacon report, Wage Decisions, and Payroll Reports.

3) Home Investment Partnerships Program (HOME): HUD; \$631,026; FY 2015-16. (Received since 1992.) In FY 2013-2014, Sonoma County used its HOME entitlement funds for new rental housing construction, and Community Housing Development Organization (CHDO) operating costs. Throughout the administration of this grant, the CDC has complied with all reporting and financial requirements, including 24 CFR 92.351 and submission to Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) outreach, affirmative marketing and Section 3 Plans as applicable to their projects.

4) Emergency Shelter Grants: HUD; \$144,160; FY 2015-16. ESG funding is provided to an agency providing day center services, emergency shelter and transitional housing, and supportive services to homeless persons. This agency also works toward the broader goals of expanding affordable housing opportunities to those who have nowhere to live and assisting them in knowledge and skill acquisition to break the cycle of poverty and achieve independent living. The County has used ESG funds to support its Rapid Re-Housing program to homeless families – also fulfilling the conditions of ESG funding. Partially as a result of the original pilot funded with ESG, the Sonoma County Continuum of Care was able to report a 20% drop in the number of homeless families in 2013. The CDC has met the standards and submitted the necessary reports including the Consolidated Annual Performance and Evaluation Report and updated Financial Summary Reports (PR26) as required. Every CAPER that has been submitted by the CDC has been to standard and accepted by HUD.

5) California Home Program: California Department of Housing & Community Development; \$672,264; FY 2014-18. (Received since 2008.) State CalHome funds, amounting to over \$2 million, have been used locally to conduct housing rehabilitation projects, some of which were specific to elderly and disabled individuals. In the last year alone, the Countywide Rehabilitation Program completed rehabilitation on 19 housing units using CalHome funds in combination with CDBG. The CDC has fulfilled requirements and complied with all standards including the submission of a semi-annual report and compliance with Davis-Bacon standards for public works projects.

The CDC operates under its Accounting Procedures Manual and Sub-recipient Handbook for agencies that are awarded grant or loan funding. The CDC conducts a required annual A-133 Single Audit of Federal Expenditures, and has not received any audit findings in the most recent five-year period. The CDC also conducts annual sub-recipient monitoring of nonprofits that have received funding and prepares the annual HUD Action Plan and CAPER performance report.



Direct Dial No. 757-321-5499
Fax No. 757-321-5400
E-Mail: jdelk@dollartree.com

January 20, 2017

Via UPS Next Day: 707-565-7500

Sonoma County Community Development Commission
1440 Guerneville Road
Santa Rosa, CA 95403
Attention: Jim Leddy

RECEIVED

2017 JAN 23 AM 11 15

SONOMA COUNTY COMMUNITY
DEVELOPMENT COMMISSION


**Re: Dollar Tree #2162
Roseland Shopping Center
Santa Rosa, CA**

Dear Mr. Leddy:

Enclosed are two (2) signed copies of the Fifth Amendment to Lease for the above referenced property. We do require one (1) original fully executed Agreement returned to us for our records.

If we can be of further assistance in this process, please do not hesitate to contact us.

Very truly yours,
DOLLAR TREE STORES, INC.



Julie Delk
Lease Administrator

ENCLOSURE

cc: File

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE (this "Amendment") is executed as of _____, 2017 (the "Effective Date"), by and between **SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION**, a California public body corporate and politic ("Lessor"), and **DOLLAR TREE STORES, INC.**, a Virginia corporation ("Lessee").

RECITALS:

- A. Lessor and Lessee, each as successor in interest, are parties to that certain Lease dated July 12, 1974, covering certain leased premises located in the shopping center commonly known as Roseland Shopping Center, located in Santa Rosa, California (Dollar Tree Store No. 2162) (the "Premises").
- B. The Lease has been modified by that certain (i) Amendment No. 1 to Lease dated July 12, 1974, (ii) Amendment No. 2 to Lease dated August 23, 1974, (iii) Amendment to Lease No. 3 dated May 13, 1993, and (iv) Fourth Amendment to Lease dated May 12, 2015.
- C. The Lease and foregoing related documents are hereinafter referred to as the "Lease".
- D. The current term of the Lease expires May 31, 2017. Lessee desires to extend the Lease, and in connection with such extension, Lessor and Lessee have agreed to modify the Lease as set forth in this Amendment.

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Term. Paragraph 1.3 of the Lease is hereby amended to provide that the term of the Lease shall be and is hereby extended for a period of one (1) year and two (2) months, commencing June 1, 2017 and expiring July 31, 2018 (the "Second Extension Term").

2. Minimum Rental. Paragraph 1.4 of the Lease is hereby amended to provide that minimum rental payable during the Second Extension Term shall be in monthly payments of Thirteen Thousand Seven Hundred Sixty-Two and 33/100 Dollars (\$13,762.33) each, in advance, on or before the tenth day of each calendar month during the Second Extension Term.

3. Mutual Termination Right. Either party may terminate the Lease during the Second Extension Term by providing six (6) months prior written notice, however, in no event shall Lessor have the right to (i) provide notice of termination prior to June 1, 2017, or (ii) terminate the Lease with an effective date occurring during the months of October, November, or December, and as such any notice given that would give rise to an effective date during said months shall automatically be deemed to be the January 31st following the giving of the termination notice. In the event either party exercises its termination right pursuant to the terms

12

set forth in this Paragraph, the Lease shall terminate six (6) months after receipt of the termination notice and upon termination, the provisions of the Lease applicable upon expiration of the Lease term shall apply.

4. Lessee's Duty to Surrender. Upon the termination of the Lease, Lessee shall surrender the Premises to Lessor pursuant to the terms set forth in Section 3.5(a) of the Lease.

5. Consent. Lessor does hereby covenant, warrant and represent to Lessee that Lessor is the fee simple owner and holder of the Premises, the Premises and Lessor's interest therein is free and clear of all assignments, liens, mortgages and encumbrances, and that Lessor has full authority to enter into this Amendment without the consent of any other party.

6. Defined Terms. All capitalized terms used in this Amendment, to the extent not otherwise expressly defined herein, shall have the same meanings ascribed to them in the Lease.

7. Counterparts. This Amendment may be executed in multiple counterparts which together shall constitute one and the same instrument. Signatures delivered by electronic transmission shall be accepted by either party and shall be deemed to have the same force and effect as an original signature.

8. Conflict. To the extent the terms of this Amendment conflict with the terms of the Lease, the terms of this Amendment shall control.

9. No Further Changes. Except as expressly modified by this Amendment, the Lease remains in full force and effect in accordance with its terms.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

LESSOR:
SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION
a California public body corporate and politic

LESSEE:
DOLLAR TREE STORES, INC.
a Virginia corporation

By: _____
Name: _____
Title: _____
Date: _____
FEIN: _____

By: Deborah E. Miller
Deborah E. Miller
Vice President, Assistant
General Counsel/Real Estate
Date: 1-30-17
FEIN: 54-1387365

(12)



Sonoma County Community Development Commission
Sonoma County Housing Authority
1440 Guerneville Road, Santa Rosa, CA 95403-4107

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

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement (“Agreement”), dated as of February 22, 2017 (“Effective Date”) is by and between the Sonoma County Community Development Commission, a public body corporate and politic (hereinafter “Commission”), and Stantec Consulting Services, Inc. (hereinafter “Consultant”).

Stantec Consulting Services, Inc., a publically traded California corporation .

RECITALS

WHEREAS, Consultant represents that it is a duly qualified and licensed in environmental assessment, community engagement and dissemination of public information. and related services; and

WHEREAS, in the judgment of the Commission, it is necessary and desirable to employ the services of Consultant for at least 18 Phase I and 5 Phase II environmental assessments, site inventory and community engagement, conforming to reporting requirements and the creation and maintenance of a public-facing online portal.

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

AGREEMENT

1. **Scope of Services.**

1.1. **Consultant’s Specified Services.** Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter “Scope of Work”), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2. Cooperation With Commission. Consultant shall cooperate with Commission and Commission staff in the performance of all work hereunder.

1.3. Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant’s profession. Commission has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by Commission shall not operate as a waiver or release. If Commission determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, Commission, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Commission to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until meets the applicable standard of care; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Commission, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Commission.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Commission to be key personnel whose services were a material inducement to Commission to enter into this Agreement, and without whose services Commission would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Commission. Matthew Battin, Amanda Magee, Erec Devost and Carrie Rackey of Stantec and Steven Schultz



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

of Glen Price Group (subconsultant to Stantec under separate agreement), are designated as “key personnel” under this Agreement.

- c. In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid on a time and material/expense basis in accordance with the Scope of Work and Budget set forth in Exhibit A/B. provided, however, that total payments to Consultant shall not exceed \$250,000 per year without the prior written approval of Commission. Consultant shall submit its bills in arrears on a monthly basis in a form approved by Commission. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of Commission business after presentation of an invoice in a form approved by the Commission for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the Commission.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the Commission shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, Commission requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the Commission requires a completed Form 590. Forms 587 and 590



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the Commission of any changes in the facts. Forms should be sent to the Commission pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide Commission with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from February 22, 2017 to December 31, 2019 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, Commission shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Commission may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination. The Consultant may terminate this Agreement upon seven (7) days' notice in writing in the event the Commission has committed material breach of this Agreement. Non-payment of the Consultant's invoices will be considered a material breach of this Agreement.

4.3. Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Commission all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to Commission an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. Payment Upon Termination. Upon termination of this Agreement by Commission, Consultant shall be entitled to receive as full payment for all services rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if Commission terminates the Agreement for cause pursuant to Section 4.2, Commission shall deduct from such amount the amount of damage, if any, sustained by Commission by virtue of the breach of the Agreement by Consultant.

4.5. Authority to Terminate. The Commission's Executive Director has the authority to terminate this Agreement on behalf of the Commission.

5. Indemnification. Consultant agrees to indemnify, hold harmless, and release Commission and the County, its officers, and employees, from and against any actions, damages, liabilities, disabilities, or expenses, that may be brought by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on Commission's part, but, to the extent required by law, excluding liability due to Commission's conduct. 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, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit E, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

7.1. Authority to Proceed; Force Majeure.

The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, fire or other Act of God or



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Mediation of Disputes.

If a dispute arises out of or relates to this Agreement, or an alleged breach thereof, and if the dispute cannot be settled through negotiation, before resorting to litigation, the Commission and Consultant agree first to try in good faith to settle the dispute by mediation. If the parties cannot agree on a mediator or mediation rules to use, the parties shall use the construction industry mediation procedures developed by the American Arbitration Association, with the following exceptions to those procedures:

- i. The mediation shall be conducted in Santa Rosa, California.
- ii. Unless otherwise agreed to in writing by the parties participating in the mediation, the mediation shall be concluded no later than sixty (60) days after the first mediation session. If the dispute has not been resolved at that time, any party may elect at that time to pursue litigation.
- iii. The parties agree to exchange all relevant non-privileged documents before the first scheduled mediation session.

9. Prevailing Wages

9.1. General. Consultant shall pay to persons performing performance of such work or labor on work provided for in the Agreement hereunder an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Commission to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at the Commission and will be made available to any person upon request.

9.2. Subcontracts. Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Consultant shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

9.3. Compliance Monitoring and Registration: This work specified above is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a) (3)). Consultant and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

9.4. Compliance With Law. In addition to the above, Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

10. 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. 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 Commission Executive Director in a form approved by County Counsel. The Commission must authorize all other extra or changed work. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the Commission.

11. Content Online Accessibility. Commission and County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

11.1. Standards. All consultants responsible for preparing content intended for use or publication on a Commission-managed or Commission-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and the County's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.

11.2. Certification. Consultants must complete the Document Accessibility Certification Form attached hereto as Exhibit C which shall describe how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).

11.3. Alternate Format. When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Commission staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

11.4. Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Consultant. If Commission and/or County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Commission-managed or Commission-funded Web site does not comply with County Accessibility Standards, Commission and/or County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Commission and/or County, repair or replace the non-compliant materials within such period of time as specified by Commission and/or County in writing. If the required repair or replacement is not completed within the time specified, Commission and/or County shall have the right to do any or all of the following, without prejudice to Commission and/or County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom Electronic Information Technology (EIT) developed by Consultant for Commission, Commission may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

shall be liable for all expenses incurred by Commission in connection with such changes or repairs.

11.5. Commission's Rights Reserved. Notwithstanding the foregoing, Commission may accept deliverables that are not strictly compliant with County Accessibility Standards if Commission, in its sole and absolute discretion, determines that acceptance of such products or services is in Commission's best interest.

12. Representations of Consultant.

12.1. Standard of Care. Commission has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Commission shall not operate as a waiver or release.

12.2. Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Commission and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Commission provides its employees. In the event Commission exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

12.3. No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the Commission.

12.4. Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Commission harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

taxes and obligations. In case Commission is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Commission with proof of payment of taxes on these earnings.

12.5. Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Commission for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

12.6. Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by Commission, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a “Statement of Economic Interest” with Commission disclosing Consultant’s or such other person’s financial interests.

12.7. Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its sub-consultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

12.8. Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

limitation, the Commission's Non-Discrimination Policy and Executive Order 11246, Equal Employment Opportunity. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

12.9. AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

12.10. Assignment of Rights. Consultant assigns to Commission all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Commission in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Commission may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Commission. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Commission.

12.11. Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Commission. Commission shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Commission all such documents, which have not already been provided to Commission in such form or format, as Commission deems appropriate. Such documents shall be and will remain the property of Commission without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Commission.

12.12. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

13. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party’s right to demand adequate assurance of future performance. Nothing in this Article limits Commission’s right to terminate this Agreement pursuant to Article 4.

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

15. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COMMISSION: Sonoma County Community Development Commission
 ATTN: Jim Leddy, Special Projects Director
 1440 Guerneville Road
 Santa Rosa, CA 95403
 Phone: (707) 565-7509
 Fax: (707) 565-7583
 Email: jim.leddy@sonoma-county.org

TO: CONSULTANT: Stantec Consulting Services, Inc.
 ATTN: Chris Gdak
 11130 NE 33rd Place, Suite 200
 Bellevue, WA 98004-1465
 Chris.Gdak@Stantec.Com
 (425) 289-7355

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

16. Miscellaneous Provisions.

16.1. No Waiver of Breach. The waiver by Commission of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

16.2. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Commission acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Commission acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

16.3. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

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

16.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

16.6. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

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

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

16.9. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

—THIS SPACE INTENTIONALLY LEFT BLANK—



Sonoma County Community Development Commission
Sonoma County Housing Authority
1440 Guerneville Road, Santa Rosa, CA 95403-4107

CONSULTANT

Dated: _____ By: _____
Name: Chris Gdak
Title: Senior Associate Brownfield Grant Specialist

**SONOMA COUNTY COMMUNITY DEVELOPMENT
COMMISSION**

Dated: _____ By: _____
Margaret Van Vliet, Executive Director

**CERTIFICATES OF INSURANCE ON FILE WITH
AND APPROVED AS TO SUBSTANCE BY THE
COMMISSION**

Dated: _____ By: _____
Margaret Van Vliet, Executive Director

APPROVED AS TO FORM

Dated: _____ By: _____
Alegría De La Cruz, Deputy County Counsel



Sonoma County Community Development Commission
Sonoma County Housing Authority
1440 Guerneville Road, Santa Rosa, CA 95403-4107

Dated: _____

By: _____

Chairperson Shirlee Zane
Sonoma County Community Development Board of
Commissioners

ATTEST:

Margaret Van Vliet
Clerk of the Board of Supervisors



Sonoma County Community Development Commission
Sonoma County Housing Authority
1440 Guerneville Road, Santa Rosa, CA 95403-4107

Exhibit A: Scope of Services

Exhibit A is intended to ensure projects benchmarks, milestones and Tasks as enumerated below are completed within Budget and timeline proposed by Consultant based upon Commission Environmental Protection Agency Narrative Final (Exhibit E). Any required clarification of Exhibit A will defer to Exhibit E only after Commission and Consultant meet and confer any required clarifications. It is understood that the timeline presented in Consultant’s Proposal will need amending due to circumstances beyond both Consultant and Commissions control.

EPA Roseland Brownfields Communitywide Assessment Budget Items

I) Task 1 – Brownfield Online Site Inventory and Information Portal

Consultant shall develop website (“portal”) which will:

- A) Utilize and augment the Sonoma County Environmental Health Division’s Brownfields Inventory;
- B) Incorporate information learned through the site selection process;
- C) Ensure portal is accessible, current, and capable of tracking properties to report outcomes (reuse, leverage, jobs created);
- D) Draw on data collected by existing databases from
 - 1) The North Coast Regional Water Quality Control Board;
 - 2) The City of Santa Rosa;
 - 3) The County of Sonoma;
 - 4) Other regulatory agencies as appropriate;
- E) Provide access to current data, reports, and links to existing County of Sonoma resources;
- F) Maintain portions of portal that will be community facing and provide easy access to current information regarding the Roseland Brownfields Projects.
- G) Include a newsfeed to provide updates on open sites, cleanup progress,



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

upcoming community forums, and the projected completion dates for each site.

Output: The successful launch and use of the Brownfield Online Site Inventory and Information Portal to ensure public information and data gathering for relevant agencies.

The total amount for this Task I shall not exceed \$12,000.

II) Task 2 - Community Engagement

Develop a Community Outreach and Participation Plan (“COPP”). The RBP COPP will build a structure to ensure communication, community stakeholder engagement, and sustainability to engage the community in project planning, site selection for assessments, clean-up decisions, and reuse planning. Consultant shall:

- A) Facilitate up to six community meetings in the Roseland area to gather input and share information;
- B) Employ content experts as required to ensure meetings provide community understanding;
- C) Coordinate with Commission staff logistics on all meetings;
- D) Develop the Roseland Collaborative (Collaborative), which will include members from City and County Roseland projects, partner government and community organizations (see Tables 5 and 6 in Exhibit D – *Sonoma CDC Brownfields Narrative Final –Pages 46-48* of this Agreement), local business owners, and local schools and media outlets to engage community members. The Collaborative will strive to continually increase membership;
- E) Share information through existing efforts (e.g. Commission communication efforts);
- F) Engage partner government agencies and community organizations to reach out to local businesses and residents.

Outcome: Effective outreach, education and sustainable engagement effort for the duration of the project.

The total amount for this Task II shall not exceed \$12,000.

III) Tasks 3/4 – Phase I and II Environmental Assessments



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

EPA grant funds will be directed towards completion of All Appropriate Inquiry (AAI) Phase I Environmental Site Assessments (ESA) and, where appropriate, Phase II (sampling) studies. The ESA work, to be conducted in accordance with AAI and ASTM criteria, will be completed at up to 18 sites in the RBP area, to be identified through the site selection and community involvement process. Fieldwork will in many cases be contracted out to environmental professionals as well as public health and community involvement specialists.

Consultant shall:

- A) Complete up to 18 Phase I Brownfields Site Assessments;
- B) Identify up to five of the Phase I sites for Phase II Assessments which shall include:
 - 1) Sampling Analysis Plans and Quality Assurance Project Plans (SAP/QAPP);
 - 2) Any supplemental Site Assessments;
 - 3) Preliminary Endangerment Assessments, Health Risk Assessments, and other necessary studies.

Outputs: Successful completion of up to 18 Phase I and five Phase II assessments; data collected/submitted to EPA via ACRES online database.

The total amount for this Task III shall not exceed \$242,000

IV) Task 5 – Cleanup, Re-use and Site Monitoring Analysis

Consultant shall: Develop Analysis of Brownfield Cleanup Alternatives (“ABCAs”) and Remedial Action Plans (“RAPs”) to produce as many “grant-ready” sites for cleanup and monitoring efforts.

Outputs: Develop greatest number of ABCAs and RAPs for up to 18 sites.

The total amount for this Task II shall not exceed \$50,000.

Total Agreement Cost: All Tasks shall not exceed \$316,000.



Sonoma County Community Development Commission
Sonoma County Housing Authority
1440 Guerneville Road, Santa Rosa, CA 95403-4107

Exhibit B: Budget and Billing rates

Stantec Consulting Services Inc., Roseland Brownfields Community Wide Assessment
Grant Budget Table:

Budget Table A. - Budget Items	
I) Task 1 – Brownfield Online Site Inventory and Information Portal	\$12,000
II) Task 2 - Community Involvement	\$12,000
III) Tasks 3 and 4 – Phase I and II Environmental Assessments	\$242,000
IV) Task IV – Cleanup, Re-use and Site Monitoring Analysis	\$50,000
Total not to exceed	\$316,000



Sonoma County Community Development Commission
Sonoma County Housing Authority
 1440 Guerneville Road, Santa Rosa, CA 95403-4107

Cost Category	Detailed Description	Unit Cost	Unit Basis	Anticipated Project Tasks
Stantec Labor	Admin/Field Tech 6	\$101.00	per hour	GIS, Brownfield Inventories, Phase I & II ESAs, Report Editing
	Project Support, CAD Tech 7	\$109.00	per hour	Figures for Reports, Report Editing, Fieldwork
	Jr. Geologist, GIS Technician 8	\$118.00	per hour	Phase I&II ESAs; Clean-Up Planning
	Jr. Engineer/Geologist 9	\$127.00	per hour	Project Administration, EPA Reporting, Phase I&II ESAs; Clean-Up Planning
	Mid Eng/Geo 10	\$137.00	per hour	Phase I&II ESAs; Clean-Up Planning
	Intermediate Eng/Geo 11 (Matthew Baffin and Amanda Magee)	\$148.00	per hour	Phase II ESA/PM Support
	Engineer 12 (Carrie Rackey)	\$161.00	per hour	Inventory, ESAs, etc.
	Sr. Engineer/13	\$173.00	per hour	Inventory, ESAs, etc.
	Associate/Sr. PM 14 (Pat Vaughan)	\$186.00	per hour	Phase I & II ESA Support, QA/QC, Cleanup Planning
	Sr. PM 15 (Chris Gdak, Erik Lawson, Erec DeVost)	\$196.00	per hour	Strategy, Site Eligibility, QA/QC, Cleanup Planning
Glen Price Group Labor	President (Aaron Price)	\$180	per hour	Strategic Planning/ Community Outreach
	Vice President	\$170	per hour	
	Senior Associate (Steven Schultz)	\$160	per hour	
	Associate	\$125	per hour	
	Support Associate	\$90	per hour	

In order to maximize the extent of funding allocated for site-specific activities, Stantec will only charge mobilization costs as if all of our staff working on the project were mobilizing from our Petaluma Office. (NOTE: This does not apply to subcontractors).



Sonoma County Community Development Commission
Sonoma County Housing Authority
 1440 Guerneville Road, Santa Rosa, CA 95403-4107

Cost Category	Detailed Description	Unit Cost	Unit Basis	Anticipated Project Tasks
Field Equipment	PID (mini-Rae 3000, 11.7 eV probe)	\$110.00	per hour	Equipment Used in Phase II ESAs
	Oil/Water Interface Probe	\$60.00	per hour	
	Field Vehicle	\$160.00	per hour	
	Miscellaneous Field Supplies (Safety, Traffic Control)	\$60.00	per day (est)	
	Groundwater Sampling Supplies	\$25.00	per day (est)	
	YSI pH-Cond-temp meter	\$30.00	per day	
	Well sampling pump	\$110.00	per day (est)	
	Field filters for groundwater samples	\$15.00	each	
	Disposable bailers for groundwater sampling	\$10.00	each	
Reimbursable	Personal vehicle mileage (Federal Rate)	\$0.565 (or prevailing IRS rate)	per mile	Travel to Meetings/Sites
	Expenses	\$160.00	per day	Fieldwork
	Radius Map Report (Environmental Data Resources)	\$120.00	each	Phase I ESAs
	Supplemental Environmental Data Resources reporting	\$205.00	each	Phase I ESAs
	Misc. field supplies (estimated)	\$50.00	each	Phase II ESAs
	Utility Locate	\$600.00	per day (est)	Phase II ESAs
	Health and safety equipment and supplies	\$25.00	per day (est)	Phase I&II ESAs
FedEx and Postage	\$35.00	per report copy (est)	Various Project Deliverables	

Stantec billing rates in effect for 2016. Rates subject to annual increase. Equipment owned by Stantec will be charged at the rates provided in this table. Equipment rentals will be charged at cost + 10% markup. Equipment and reimbursable expenses (not listed in the above table) will be charged at cost + 10% markup. All subcontractor/ subconsultant fees will be charged at cost + 10% markup. Stantec will provide cost estimates for other fees/expenses as needed during the course of the project (in advance of performing such services).



Sonoma County Community Development Commission
 Sonoma County Housing Authority
 1440 Guerneville Road, Santa Rosa, CA 95403-4107

Exhibit C: Document Accessibility Certification Form

DOCUMENT ACCESSIBILITY CERTIFICATION FORM
 Web Accessibility Questionnaire
Revised 09/19/2011

CDC/County policy requires that all CDC/County websites, web content and web-based applications must be accessible to staff members and members of the public with disabilities. For more information regarding the details of this policy, please see Web Accessibility Policy, published in the County of Sonoma’s Web Standards site (<http://webstandards.sonoma-county.org/content.aspx?sid=1014&id=1300>).

<i>Standard</i>	<i>Source(s)</i>	<i>Response</i>
1. Rate the overall level of accessibility compliance of your website, web content or web-based application: a. Fully compliant – All content and functionality meet or exceed the criteria delineated in Section 508 and WCAG 2.0 Level AA. b. Partially compliant – Some content or functionality meet or exceed the criteria delineated in Section 508 and WCAG 2.0 Level AA while other content or functionality are only compliant to Section 508 and WCAG 2.0 Level A. c. Partially compliant – All content and functionality are fully compliant with Section 508 and WCAG 2.0 Level A. d. Partially compliant – All content and functionality are fully compliant with Section 508. e. Not compliant. Fully Compliant Response(s): a	Section 508 WCAG 2.0	
2. Does each non-text element on the page have a text equivalent via “alt” (alternative text attribute) or does the page otherwise include a meaningful description of the non-text element in the text accompanying the non-text element? a. Yes. b. Yes and no. Some non-text elements have meaningful text equivalents while others do not. c. No, none of the non-text elements have text equivalents. d. N/A. There are no non-text elements on the page. Fully Compliant Response(s): a, d	Section 508 • §1194.22 (a) WCAG 2.0 • Guideline 1.1	



Sonoma County Community Development Commission
Sonoma County Housing Authority
 1440 Guerneville Road, Santa Rosa, CA 95403-4107

<i>Standard</i>	<i>Source(s)</i>	<i>Response</i>
<p>3. For any multimedia content, is text captioning provided for all audible output and audible output provided for all important visual information?</p> <p>a. Yes.</p> <p>b. Yes and no. Text captioning is not provided for audible output, but audio descriptions are provided for all important visual information.</p> <p>c. Yes and no. Audio descriptions are not provided for all important visual information, but text captioning is provided for audible output.</p> <p>d. No, neither is provided.</p> <p>e. N/A. There is no multimedia content on the page.</p> <p>Fully Compliant Response(s): a, e</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (b) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.1 • Guideline 1.2 	
<p>4. Are all audio descriptions and text captions synchronized with their associated dynamic content?</p> <p>a. Yes, text captioning for audible output and audible output for visual information is completely synchronized with changes in the dynamic content of the page.</p> <p>b. Yes and no. Text captioning is not completely synchronized with audible output as the dynamic content of the page changes or is not provided, but the audio descriptions are synchronized to the important visual information they describe.</p> <p>c. Yes and no. Audio descriptions are not synchronized to the important visual information they describe or they are not provided, but text captioning is synchronized with the audible output as the dynamic content of the page changes.</p> <p>d. No. Both are provided but neither is synchronized.</p> <p>e. N/A. There is no multimedia content on this page.</p> <p>Fully Compliant Response(s): a, e</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (b) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.2 	
<p>5. If any audio plays automatically for more than 3 seconds, is there a mechanism available to pause or stop the audio, or to control volume independently from the overall system volume?</p> <p>a. Yes, there is audio that automatically plays for more than 3 seconds and there is a mechanism available to control the volume of the audio without affecting the overall system volume.</p> <p>b. Yes, there is audio that automatically plays for more than 3 seconds and there is a mechanism available to pause or stop the audio.</p> <p>c. No. There is audio that automatically plays for more than 3 seconds but there is no mechanism to stop, pause or alter the volume without affecting the system volume.</p> <p>d. N/A. There is no automatic audio or the automatic audio plays for less than 3 seconds.</p> <p>Fully Compliant Response(s): a, b, d</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.4 	



Sonoma County Community Development Commission
Sonoma County Housing Authority
 1440 Guerneville Road, Santa Rosa, CA 95403-4107

<i>Standard</i>	<i>Source(s)</i>	<i>Response</i>
<p>6. Is every page capable of being understood and navigated even if users do not have the ability to identify specific colors or differentiate between colors?</p> <p>a. Yes, any use of color as to imply meaning or information is easily understood without color and sufficient contrast has been applied to assist those that have difficulty differentiating or identifying individual colors.</p> <p>b. Yes, sufficient contrast has been applied to assist those that have difficulty differentiating or identifying individual colors.</p> <p>c. Yes, any use of color as to imply meaning or information is easily understood without color.</p> <p>d. No, the page does not use color appropriately.</p> <p>Fully Compliant Response(s): a</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (c) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.4 	
<p>7. If any page uses cascading style sheets (CSS)¹, is it viewable without style sheets (style sheets turned off, not supported by the browser, etc.)?</p> <p>a. Yes.</p> <p>b. No.</p> <p>c. N/A. The page does not use cascading style sheets (CSS).</p> <p>Fully Compliant Response(s): a, c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (d) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.3 	
<p>8. If any page uses cascading style sheets (CSS)², is it designed so that it does not interfere with style sheets set by the browser?</p> <p>a. Yes, it works without interfering with style sheets set by the browser.</p> <p>b. No, it interferes with any style sheets that have been set by the browser.</p> <p>c. N/A. The page does not use cascading style sheets (CSS).</p> <p>Fully Compliant Response(s): a, c</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.3 	
<p>9. If any page includes server-side image maps, are duplicate text links provided for all links within the server-side image maps?</p> <p>a. Yes, each link in the server-side image maps is duplicated by a separate text link.</p> <p>b. Yes and no. Some of the links from the server-side image maps are duplicated in separate text links while others are not.</p> <p>c. No, redundant text links are not provided for any link from the server-side image maps.</p> <p>d. N/A. The page does not include any server-side image maps.</p> <p>Fully Compliant Response(s): a, d</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (e) 	

¹ Cascading Style Sheets (CSS) can be associated a webpage in multiple ways: declared within the webpage, embedded via a separate file, or added dynamically via JavaScript.

² Cascading Style Sheets (CSS) can be associated a webpage in multiple ways: declared within the webpage, embedded via a separate file, or added dynamically via JavaScript.



Sonoma County Community Development Commission
Sonoma County Housing Authority
 1440 Guerneville Road, Santa Rosa, CA 95403-4107

<i>Standard</i>	<i>Source(s)</i>	<i>Response</i>
<p>10. If any page includes one or more client-side image maps, does each map region have a text equivalent via “alt” (alternative text attribute) or does the page otherwise include a meaningful description of the non-text element in the text accompanying it?</p> <p>a. Yes.</p> <p>b. Yes and no. Some of the non-text elements associated with the image map(s) have text equivalents or a meaningful text description, while others do not.</p> <p>c. No. None of the non-text elements associated with the image map(s) have text equivalents or meaningful text descriptions.</p> <p>d. N/A. The page does not include any client-side image maps.</p> <p>Fully Compliant Response(s): a, d</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (a) 	
<p>11. If any page includes a simple table (single level of row/column headers), are the row/column headers identified?</p> <p>a. Yes, all simple data tables have row/column headers identified and all non-data tables do not identify row/column headers.</p> <p>b. Yes and no. Some simple data tables exist but either the row or column header is not identified or some simple non-data tables exist but either the row or column header is identified.</p> <p>c. N/A. The page does not include simple tables.</p> <p>Fully Compliant Response(s): a, c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (g) 	
<p>12. If any page includes a complex data table (2 or more logical levels of row or column headers), does each cell provide association with row and column headers?</p> <p>a. Yes, complex tables exist and each cell within the table includes identification of its row and column headers.</p> <p>b. No, complex tables exist, but some cells within the table fail to identify row and column headers.</p> <p>c. N/A. The page does not include complex data tables.</p> <p>Fully Compliant Response(s): a, c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (h) 	
<p>13. If the page uses frames, does each frame have a title that meaningfully describes it?</p> <p>a. Yes.</p> <p>b. No.</p> <p>c. N/A. The page does not use frames.</p> <p>Fully Compliant Response(s): a, c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (i) 	
<p>14. Does any page include content (such as applets or content requiring plug-ins) that may cause the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz?</p> <p>a. Yes.</p> <p>b. No.</p> <p>Fully Compliant Response(s): b</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 2.3 	



Sonoma County Community Development Commission
Sonoma County Housing Authority
 1440 Guerneville Road, Santa Rosa, CA 95403-4107

<i>Standard</i>	<i>Source(s)</i>	<i>Response</i>
<p>15. If the page uses scripts, such as JavaScript or scripts in Macromedia Flash content, and if the scripts affect any content displayed to the user, is there equivalent text provided by the page or the script that is accessible to a screen reader?</p> <p>a. Yes. The page contains JavaScript or Macromedia Flash content that affects the content displayed to the user, but the page or script contains equivalent text that is accessible to a screen reader.</p> <p>b. No. While the page contains JavaScript or Macromedia Flash content that affects the content displayed to the user, neither the page nor the script contains equivalent text that is accessible to a screen reader.</p> <p>c. N/A. The page does not use JavaScript or Macromedia Flash content.</p> <p>Fully Compliant Response(s): a, c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (a) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.1 • Guideline 1.2 	
<p>16. If the web page uses applets, such as downloadable Java applets, does it also contain the same information and functionality in an accessible format?</p> <p>a. Yes, while the page uses applets, it contains the same information and functionality in an accessible format.</p> <p>b. No, although the page uses applets, it does not contain the same information and functionality in an accessible format.</p> <p>c. N/A. The page does not use any applets.</p> <p>Fully Compliant Response(s): a, c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (a) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.1 • Guideline 1.2 	
<p>17. Is every web page capable of full functionality via only the keyboard?</p> <p>a. Yes, all functionality of the content is operable through a keyboard interface and if focus can be shifted to a component via the keyboard, then keyboard interface can also be used to shift focus away from that component.</p> <p>b. No, some functionality is not operable via a keyboard interface alone.</p> <p>Fully Compliant Response(s): a</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 2.1 	



Sonoma County Community Development Commission
Sonoma County Housing Authority
 1440 Guerneville Road, Santa Rosa, CA 95403-4107

<i>Standard</i>	<i>Source(s)</i>	<i>Response</i>
<p>18. Is every web page designed for maximum compatibility with the current and future user agents, including assistive technologies?</p> <p>a. Yes, content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. For all <u>user interface components</u> (including but not limited to: form elements, links and components generated by scripts), the <u>name</u> and <u>role</u> can be <u>programmatically determined</u>; states, properties, and values that can be set by the user can be <u>programmatically set</u>; and notification of changes to these items is available to <u>user agents</u>, including <u>assistive technologies</u>.</p> <p>b. Yes and no, content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.</p> <p>c. Yes and no, for all <u>user interface components</u> (including but not limited to: form elements, links and components generated by scripts), the <u>name</u> and <u>role</u> can be <u>programmatically determined</u>; states, properties, and values that can be set by the user can be <u>programmatically set</u>; and notification of changes to these items is available to <u>user agents</u>, including <u>assistive technologies</u>.</p> <p>d. No, some content or interface components do not comply with this guideline in at least one area.</p> <p>Fully Compliant Response(s): a</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 4.1 	
<p>19. If the page uses other programmatic objects (such as Flash, Shockwave, RealAudio, or RealVideo content), or otherwise requires the use of plug-ins or programmatic support for the browser, does the page include a link to the plug-in or programmatic item required for accessing the content of the page and is that plug-in or programmatic item itself accessible to people with disabilities?</p> <p>a. Yes, the page uses such programmatic objects and includes a link to the plug-ins or other items required for accessing the content of the page and those plug-ins or programmatic items are accessible to people with disabilities.</p> <p>b. Yes and no. While the page uses such programmatic objects and includes a link to the plug-ins or other items required for accessing the content of the page, those plug-ins or programmatic items are not accessible to people with disabilities.</p> <p>c. No, while the page uses such programmatic objects, it does not include a link to the plug-ins or other items required for accessing the content of the page.</p> <p>d. N/A. The page does not use such programmatic objects.</p> <p>Fully Compliant Response(s): a, d</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (m) 	



Sonoma County Community Development Commission
Sonoma County Housing Authority
 1440 Guerneville Road, Santa Rosa, CA 95403-4107

<i>Standard</i>	<i>Source(s)</i>	<i>Response</i>
<p>20. If the page includes links to .pdf (Adobe Acrobat's portable document format) files, were those .pdf files created in a way that is likely to maximize their accessibility for people with disabilities?</p> <p>a. Yes. While the page includes links to .pdf files, the files were converted from Microsoft Word or by scanning something into .pdf and then running them through an optical character recognition (OCR) process. The structure and tags of each document has been verified as accessible.</p> <p>b. No, the page includes links to .pdf files that were created by scanning files into .pdf and were not put through an OCR process.</p> <p>c. N/A. The page does not include any links to .pdf files.</p> <p>Fully Compliant Response(s): a, c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (a) • §1194.22 (c) • §1194.22 (g) • §1194.22 (h) • §1194.22 (n) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.1 • Guideline 1.2 	
<p>21. If the page includes one or more electronic forms that is designed for completion online, does each form permit users of assistive technology to access the information, field elements, and functionality required for completion and submission of the form including all directions and cues?</p> <p>a. Yes, the page contains one or more forms designed to be completed online. Each such form complies with all of the accessibility requirements that are the subject of this questionnaire and has been tested for usability by persons using assistive technologies.</p> <p>b. Yes, but... The page contains one or more forms designed to be completed online. While each such form complies with all of the accessibility requirements that are the subject of this questionnaire, one or more of them has not been tested for usability by persons using assistive technologies.</p> <p>c. Yes, but... The page contains one or more forms designed to be completed online. We have tested each of the forms using assistive technology, but we are not sure that each such form complies with all of the accessibility requirements that are the subject of this questionnaire.</p> <p>d. No. The page contains one or more forms designed to be completed online, but at least one of these forms is inaccessible to people with disabilities, at least in one respect.</p> <p>e. N/A. The page does not contain any forms designed to be completed online.</p> <p>Fully Compliant Response(s): a, e</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (n) 	



Sonoma County Community Development Commission
Sonoma County Housing Authority
 1440 Guerneville Road, Santa Rosa, CA 95403-4107

<i>Standard</i>	<i>Source(s)</i>	<i>Response</i>
<p>22. If any page contains one or more forms that is designed to be completed online but that is inaccessible to people with disabilities in some respect, does the page include an alternate accessible form or a link to an alternate accessible form?</p> <p>a. Yes. While the page contains one or more forms that is designed to be completed online but that is inaccessible to people with disabilities in some respect, the page includes an alternate accessible form or a link to an alternate accessible form.</p> <p>b. No. The page contains one or more forms designed to be completed online but that is inaccessible to people with disabilities in some respect and the page does not contain an alternate accessible form or a link to an alternate accessible form.</p> <p>c. N/A. The page does not include one or more forms that are designed to be completed online or it does include such forms, but they are accessible to people with disabilities in all respects.</p> <p>Fully Compliant Response(s): a, c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (a) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.1 	
<p>23. Are labels and instructions provided for all forms? If data validation occurs, are the errors identified and described in text?</p> <p>a. Yes.</p> <p>b. No.</p> <p>c. N/A. The page does not contain any forms designed to be completed online.</p> <p>Fully Compliant Response(s): a, c</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 3.3 	
<p>24. If any page includes navigational links to other web pages within the same website, is there a link allowing users of screen readers to skip over those links?</p> <p>a. Yes.</p> <p>b. No.</p> <p>c. N/A. The page does not contain any navigational links to other web pages within the same website.</p> <p>Fully Compliant Response(s): a, c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (o) 	
<p>25. Is the navigation designed to assist users in finding content and determine where they are (e.g. breadcrumbs)?</p> <p>a. Yes.</p> <p>b. No.</p> <p>Fully Compliant Response(s): a</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 2.4 	
<p>26. If any page requires users to respond within a fixed amount of time before the user is “timed out,” is the user alerted that he or she will be timed out and given sufficient time to indicate that more time is required before actually being timed out?</p> <p>a. Yes.</p> <p>b. Yes and no. While the page warns users that they are about to be timed out, it does not give them an option to extend the length of time that the page will be kept open.</p> <p>c. No. The page will time out users but does not provide prior warning or the ability to extend the length of time it will be kept open.</p> <p>d. N/A. The page does not “time out” users, no matter how long a page is kept open.</p> <p>Fully Compliant Response(s): a, d</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (p) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.2 • Guideline 2.2 	



Sonoma County Community Development Commission
Sonoma County Housing Authority
 1440 Guerneville Road, Santa Rosa, CA 95403-4107

<i>Standard</i>	<i>Source(s)</i>	<i>Response</i>
<p>27. Taking into consideration your responses to the previous questions, if the reviewed page(s) likely contains barriers to access for people with disabilities, do you have an alternative text-only page that contains the same information and is updated as often as the reviewed page?</p> <p>a. Yes.</p> <p>b. Yes and no. While the page appears to contain barriers to access for people with disabilities and we have established a text-only alternate page, the text-only alternate page does not include the same information or is not updated as often as the reviewed page.</p> <p>c. No. While the page appears to contain barriers to access for people with disabilities, we do not have an alternate text-only page.</p> <p>d. N/A. The page does not appear to contain any barriers for people with disabilities, so we do not have an alternate text-only page.</p> <p>e. N/A. Even though the page does not appear to contain any barriers to access for people with disabilities, we still maintain an alternate text-only page that contains the same information and is updated as often as the reviewed page.</p> <p>Fully Compliant Response(s): a, d, e</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (a) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.1 	

28. Test your page(s) for accessibility to persons with disabilities using assistive technology

- a. Describe the testing method and tools used.
- b. Describe the results of this test.

29. Describe the accessibility successes and challenges you identified during your evaluation and any plans you have for addressing any problems on these and similar pages within your website:

Responses reviewed and approved by:

Signature of department representative / Date

References

1. Section 508 Standards (<http://www.section508.gov/index.cfm?fuseAction=stdsdoc#Web>)
2. WCAG Guidelines (<http://www.w3.org/TR/WCAG/#guidelines>)
3. County of Sonoma
 - a. Web Standards (<http://webstandards.sonoma-county.org>)
 - b. Accessibility Assistance (<http://webstandards.sonoma-county.org/content.aspx?sid=1014&id=1113>)



Sonoma County Community Development Commission
Sonoma County Housing Authority
 1440 Guerneville Road, Santa Rosa, CA 95403-4107

Exhibit D: Insurance Certificate

Stantec holds all necessary qualifications and insurance for this contract. Stantec has the ability to secure additional coverage. Our requested revisions are listed under Section VII: Contract Terms. A sample insurance certificate has been provided below for reference only.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
		5/1/2017	8/2/2016			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement of this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City, MO 64112-1906 (816) 960-9000	CONTACT NAME	PHONE	FAX (N/A, not)		
		INSURER(S) AFFORDING COVERAGE	MARC #			
INSURED	STANTEC CONSULTING SERVICES INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044	INSURER A:	Zurich American Insurance Company	16535		
		INSURER B:	Sentry Insurance a Mutual Company	24988		
		INSURER C:	American Guarantee and Liab. Ins. Co.	26247		
		INSURER D:				
		INSURER E:				
		INSURER F:				
COVERAGES		CERTIFICATE NUMBER:	14193567	REVISION NUMBER:		
			XXXXXXX			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTD	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS NCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO <input checked="" type="checkbox"/> LOC OTHER	N	N GLO341594	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EACH OCCUR) \$ 300,000 MEDICAL PAY (EACH OCCUR) \$ 10,000 PERSONAL & ADJ. SALARY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPLETED \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HOLED AUTOS ONLY	N	N 90-17043-08 (AOS) 90-17043-09 (MA) 90-17043-10 (CA)	5/1/2016 5/1/2016 5/1/2016	5/1/2017 5/1/2017 5/1/2017	COVERED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Personnel) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS CAP DLD <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N AL191846370	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER FOR THIS EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH) Holds Aggregate Limit Description of Operations below	N	N 90-17043-06 (AOS) 90-17043-07 (II) EXCEPT FOR DLD N/A WA WY	5/1/2016 5/1/2016	5/1/2017 5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS (LOCATIONS/VEHICLES) ACORD 101. Additional Descriptions Attachments may be attached if more space is required.						
CERTIFICATE HOLDER 14193567 TO WHOM IT MAY CONCERN				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: <i>John M. Arnold</i>		



Sonoma County Community Development Commission
Sonoma County Housing Authority
1440 Guerneville Road, Santa Rosa, CA 95403-4107

**Exhibit E: Sonoma County Community Development United States
Environmental Protection Agency Roseland Brownfields Community
Wide Assessment Grant Final Narrative**

1 Community Need

Targeted Community and Brownfields

▪ **Targeted Community Description**

The Roseland community refers to an area of 1.25 square miles within the City of Santa Rosa, which includes a mixture of incorporated and unincorporated neighborhoods. The Roseland neighborhood has a history of industrial and auto-related uses and is cut off from the center of Santa Rosa by State Highway 12 to the north, U. S. Highway 101 to the east, and abandoned rail lines that have languished in disrepair, creating further separation from the City of Santa Rosa.³ These man-made boundaries have defined the Roseland area since the 1960s.

In 2014, the Sonoma County Department of Health Services released a *Portrait of Sonoma County*, a report on the socio-economic conditions in each of the county's 99 census tracts. Based upon the Human Development Index (HDI), which takes into account data on life expectancy, years of education, school enrollment, and median earnings, the three census tracts that make up the Roseland community ranked lowest: 97th through 99th. While the average HDI score for the county was 5.42 (out of 10 possible), the HDI scores for the three Roseland census tracts were 2.98, 2.95, and 2.79.⁴ The existence of brownfields in this community has contributed to a negative perception of the area that has limited business investment and economic development. The proposed **Roseland Brownfields Project (RBP)** is a critical step toward creating developable land for potential business and housing investments.

The project area consists of Census Tracts 1531.02, 1531.03, and 1531.04, and includes 71 identified brownfield sites, with more than 50 along a one-mile segment of

³ Some rail lines are being restored for use by the SMART (Sonoma Marin Area Rapid Transit) Train being developed by the County. This restoration presents options for revitalization of the neighborhood, leveraging of Brownfields Assessment Grant funding, and alignment of the Region 9 priority on new transportation investments.

⁴ County of Sonoma Department of Health Services, (2014). *A Portrait of Sonoma County: Sonoma County Human Development Report*.



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

the Sebastopol Road commercial corridor.⁵ The presence of these sites has reduced business vitality in the neighborhood, which, in turn, has reduced employment and economic opportunity for local residents. The brownfields on the Sebastopol Road corridor have been a significant barrier to business investment since 1984, when the area was designated as a California State Superfund site.⁶ Disinvestment in the community occurred over the next several decades, including the 2003 closure of Albertson’s Grocery, the anchor tenant in the Roseland Village Shopping Center. The property has remained vacant since that time, with other vacant properties adjacent to this site and along the entire corridor. Research from USDA indicates that large portions of Roseland are located in a food desert, which negatively impacts the health and nutrition of its residents.⁷

The target census tracts are strategically located and properly zoned, with available sites and structures for new commercial use. This area has been the focus of recent redevelopment efforts by both the City and County (see Project Description, Section 2.a.i). An EPA Brownfields Assessment Grant would build on these efforts to support assessment and cleanup planning that could lead to business and residential re-investment, and ultimately, community revitalization and reconnection to Santa Rosa.

▪ **Demographic Information**

The project area covers approximately 1.25 square miles and is home to 14,207 residents, with a majority of Latinos. The community is historically economically disadvantaged with a large portion of minority and low-income residents (See Table 1).

Table 1: Demographic Information for Target Community*								
	Census Tract 1531.02	Census Tract 1531.03	Census Tract 1531.04					
Population	5,650	4,535	4,022		174,170	500,292	37,253,956	308,745,538
Unemployment	8.2%	9.7%	15.3%		6.8%	6.2%	7.0%	5.8%

⁵ For a map of this area please visit http://www.waterboards.ca.gov/northcoast/publications_and_forms/available_documents/pdf/151021/Roseland_Fact_Sheet-October2015.pdf.

⁶ State Superfund designation ended in 1994 when responsibility for the sites was transferred to the North Coast Regional Water Quality Control Board.

⁷ United States Department of Agriculture Economic Research Service. Retrieved on 12/15/15 from <http://www.ers.usda.gov/data-products/food-access-research-atlas/go-to-the-atlas.aspx>



Sonoma County Community Development Commission
 Sonoma County Housing Authority
 1440 Guerneville Road, Santa Rosa, CA 95403-4107

Table 1: Demographic Information for Target Community*								
	Census Tract 1531.02	Census Tract 1531.03	Census Tract 1531.04					
Poverty Rate	20.2%	20.4%	34.2%		13.3%	12.3%	16.4%	15.6%
Median Income	\$51,074	\$53,661	\$47,576		\$60,758	\$63,799	\$61,489	\$53,482
Per Cap Income	\$18,332	\$19,642	\$13,987		\$29,890	\$33,361	\$29,906	\$28,555
% White	27.2%	36.3%	24.0%		79.2%	82.4%	65.8%	76.3%
% Latino	63.4%	54.3%	67.3%		30.4%	25.6%	38.2%	16.9%
% Black	3.3%	1.4%	0.8%		3.4%	2.5%	7.1%	13.7%
% Asian	1.9%	5.5%	5.8%		6.9%	5.4%	15.4%	5.9%

*Source: US Census Bureau 2014 American Community Survey, www.census.gov accessed 12/10/2015.

■ **Description of Brownfields**

The proposed brownfields project area has a long history of industrial and other uses, reflected in the list of 71 remediated and unremediated sites identified in a North Coast Water Quality Control Board (NCRWQCB) report for the project area.⁸ Previous land uses include: auto service stations, auto wrecking yards, petroleum processing plants, auto dealerships, dry cleaners, retail stores, and bus companies. Identified contaminants include trichloroethylene, tetrachloroethylene (a cleaning chlorinated solvent also known as PERC or PCE), 1, 2-dichloroethane, 1, 2-dichloroethene, vinyl chloride, benzene, MTBE, and gasoline. Contaminants, including gasoline, diesel, and chlorinated solvents, have been found in drinking water wells and irrigation wells in the project area. The unremediated brownfield sites in the target community are identified in Table 2 below. These sites were designated “open” in the North Coast Regional Water Quality Control Board report.

Table 2: Open Brownfields Sites in the Roseland Community as of		
1	Acme Auto Wreckers Inc.	1885 Sebastopol Rd

⁸ North Coast Regional Water Quality Control Board, (October 2015). *Fact Sheet Roseland Area – Sebastopol Road/McMinn Avenue Groundwater Contamination Update Santa Rosa, California, October 2015.*
http://www.waterboards.ca.gov/northcoast/publications_and_forms/available_documents/pdf/151021/Roseland_Fact_Sheet-October2015.pdf.

⁹ Ibid.



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

4*	Baugh, Wilson Enterprise	805 Sebastopol Rd
5*	Beacon #489 (Former)	921 Sebastopol Rd
7*	BP / Redwood Oil #110	760 Sebastopol Rd
8	BSC Cleaners	800 Sebastopol Rd
9	C & D Batteries	265 Roberts Ave
16	Former Exxon 7-2639	1124 Sebastopol Rd
23	McGowen Auto Wrecking (Former)	112 Holbrook St
29	Quick Stop Market #35	816 McMinn Ave
30	Redwood Oil & Chevron Bulk Plant	258 Roseland Ave
31	Reuben's Tacos	565 Sebastopol Rd
32	Roseland Cleaners	761 Sebastopol Rd
37	Shell Service Station - Dutton Ave	255 Dutton Ave
38	Shell, DZ Products Facility	257 Dutton Ave
42	Taylor Bus Company	1175 Sebastopol Rd
51	AM/PM Mini Mart	440 Hearn Ave
53	Fouche Auto Wreckers	2290 Dutton Ave
61	Ray's Food Center	2423 Dutton Ave
<p>*These three sites are part of a region-wide grouping of sites, the Sebastopol Commingled Plume Group. All other sites will be addressed on a property-by-property basis.</p>		

▪ **Cumulative Environmental Issues**

According to the EPA’s Environmental Justice Screening Tool, Roseland ranks in the 91st percentile nationally for traffic proximity and the 79th percentile for particulate matter.¹⁰ Diesel particulates from two nearby major highways create significant health hazards related to asthma, heart and lung disease, and lung cancer for residents, particularly children. The Roseland area contains four hazardous chemical cleanup sites

¹⁰ United States Environmental Protection Agency, EJSCREEN: Environmental Justice Screening and Mapping Tool. Retrieved on 12/15/15 from <http://ejscreen.epa.gov/mapper/>



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

and 17 groundwater cleanup sites, more than the majority of census tracts in the state.¹¹ Leaks from tanks of hazardous chemicals stored in containers underground can pollute drinking water with gasoline, diesel fuels, solvents, heavy metals, and pesticides. The area's many wrecking yards contribute significantly to storm water pollution. The North Coast Regional Water Quality Control Board received 25 complaints about storm water pollution in the area in the late 1980s and early 1990s related to discharge from auto yards.

Brownfield contamination in Roseland has restricted development of open spaces and resulted in insufficient park and recreational facilities. The Roseland area has 0.1 acres of open space per 1,000 persons, far below the recommended ratio of three to six acres per 1,000 residents, and far less than the City of Santa Rosa, which has a ratio of six acres per 1,000 residents. In all of Roseland there is one park of less than one acre for the entire 1.25 square mile community and its more than 14,000 residents. The limited open spaces are suitable for passive uses, such as reading or eating lunch. Declining county coffers due to the depressed property values reduce the availability of funds for park development.

Impacts on Targeted Community

The RBP area population includes high numbers of residents under the age of 18 (31% compared to 23% in the City and 22% in County) and children birth-five years (almost 10% compared to 7% in the City and 6% in the County), two groups that are particularly sensitive to the impacts of brownfields contamination.¹² Of the County's census tracts, Roseland ranks the lowest on the Human Development Index. Life expectancy at birth is 77 years, compared to 81.0 in the County and 81.2 in the state.¹³

The American Lung Association of California reports that 20% of children in the Roseland School District suffer from asthma, which is almost twice the rate in Sonoma County. The Sonoma County Health Services Department reports that children in the Roseland area experience higher levels of childhood obesity as well. Heavy diesel bus and truck traffic are known contributors to asthma, which in turn can limit children's outside activity needed to maintain a healthy weight. Sonoma County scored as well or better than its peer counties on a number of health indicators, but performed much worse

¹¹ CalEnviroScreen 2.0 Pollution Burden Indicators. Retrieved on 12/15/15 from <http://oehha.maps.arcgis.com/apps/MapSeries/index.html?appid=42671dba7b114509922401135ff86588&webmap=28431b9f419346d7ba38f8752631aed4>

¹² U.S. Census, 2010 Census, accessed at <http://www.census.gov> on 12/17/15.

¹³ County of Sonoma Department of Health Services, (2014). *A Portrait of Sonoma County: Sonoma County Human Development Report*.



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

on deaths related to chronic lower respiratory disease and cancer, both of which are negatively impacted by air pollution and diesel particulates.¹⁴ Limited access to healthy food and open space has similar impacts, including higher levels of obesity, diabetes, and heart disease.¹⁵

Roseland Elementary School and Roseland University Preparatory charter school are both located in the Roseland BPA and in close proximity to local brownfield sites. As school children go to and from school they are exposed to the multiple brownfields sites along the Sebastopol Road corridor on a daily basis.

Financial Need

▪ Economic Conditions

Sonoma County has designated Roseland a priority community for place-based interventions that address health, education, and income barriers.¹⁶ Roseland has a high concentration of residents who face economic constraints, as shown in Table 1. The Median Household Income for Roseland is \$50,909, well below \$60,758 for the City of Santa Rosa and \$63,799 for Sonoma County.¹⁷ Roseland's Per Capita Income is \$17,520 compared to \$29,890 for the City of Santa Rosa and \$33,361 for Sonoma County. The Poverty Rate for the area is 23.1%, 1.74 times the rate for the City of Santa Rosa (13.3%), and 1.88 times the rate for Sonoma County (12.3%).¹⁸ Roseland faces higher unemployment rates than Santa Rosa or Sonoma County, with census tract 1531.04 at approximately three times the national unemployment rate.¹⁹ In addition, as a past Superfund site Roseland faces the stigma associated with its former designation, which is a powerful deterrent to investors.

The Sonoma County Community Development Commission (CDC) has seen a

¹⁴ United States Department of Health and Human Services, Centers for Disease Control and Prevention. Sonoma County, CA Summary Comparison Report. Retrieved on 12/15/15 from <http://wwwn.cdc.gov/CommunityHealth/profile/currentprofile/CA/Sonoma/>

¹⁵ United States Department of Agriculture Agricultural Marketing Service. Retrieved on 12/15/15 from <https://apps.ams.usda.gov/fooddeserts/fooddeserts.aspx>

¹⁶ County of Sonoma Department of Health Services, (2014). *A Portrait of Sonoma County: Sonoma County Human Development Report*.

¹⁷ U.S. Census, 2010 Census, accessed at www.census.gov on 12/10/2015.

¹⁸ Ibid.

¹⁹ Ibid.



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

reduction in funds as the State of California dissolved redevelopment agencies. Even with this loss, the CDC continues to seek new funding sources to support redevelopment projects. Following the loss of business after Albertson's closure, the CDC has focused former redevelopment funding towards one main project, the Roseland Village Neighborhood Center (RVNC). This project is a seven acre redevelopment on the former Albertson's supermarket site which includes a mixed use project with affordable housing, retail, outdoor and indoor public spaces, and library and childcare facilities. The RVNC has absorbed all available CDC and County of Sonoma funding streams and there are no additional resources to address the many brownfields throughout the wider area.

- **Economic Effects of Brownfields**

Roseland is both economically depressed and disproportionately affected by the presence of brownfields in the immediate area, resulting in negative impacts on the neighborhood's business community and workforce. Since 2011, Roseland's population has decreased by more than 1,000 people, as residents leave the area in search of better jobs, education, and public health.²⁰ The negative impacts of brownfields in Roseland include decreased property values, heightened potential for crime, stressed infrastructure, and decreased public health, all of which incur costs that compound the economic distress of the area. Abandoned and vacant properties on brownfield sites in Roseland do not provide tax revenues to the City and County, compounding the economic distress of the community. According to a national survey (US Conference of Mayors on Brownfields, 2006), 79% of respondents stated that increasing the municipality's tax base was a primary benefit of brownfield redevelopment. From the same survey, 64 respondent communities determined that local tax revenues generated from redeveloped brownfield sites totaled \$233 million. It has been well documented that chronically blighted and vacant properties also incentivize crime and decrease residents' safety. Crime, dumping refuse, and vandalism all decrease the "livability" of the economically depressed Roseland area. When brownfields are left unmanaged and undeveloped, the community incurs all of these associated costs.

Project Description and Feasibility of Success

Project Description

- **Project Description**

Both the City and County are currently engaged in redevelopment efforts. The City has undertaken the Roseland Specific Plan focused on combining the Roseland and Sebastopol Road Priority Development Areas to address land use and transportation

²⁰ U.S. Census, 2010 Census, accessed at www.census.gov on 12/15/2015.



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

issues.²¹ The Sonoma County CDC's efforts have focused on the RVNC's mixed-use project, which recently opened a community center and is developing affordable housing, retail, public spaces, a library, and childcare facilities. The Roseland Brownfields Project (RBP) will assist in developing a consistent approach to brownfields remediation and redevelopment in line with the existing Sebastopol Road Urban Vision Plan.²² The project is aligned with the Region 9 priority focused on new/expanded transit investments to reduce air pollution and will build on recent progress to conduct necessary brownfields assessments and establish an integrated approach to the community's redevelopment and revitalization.

The CDC will use grant funds to inventory, characterize, and assess 18 targeted brownfield sites that are located within the RBP Area along the Sebastopol Road corridor. Assessment activities to be conducted upon EPA site-eligible, privately owned sites will require owner permission and participation. Given community participation in the aforementioned efforts, it is expected the vast majority of property owners, when properly engaged, will be ready participants in this new program. The grant funds will support an environmental consultant to coordinate the Phase I and Phase II environmental assessments that will be conducted at project area sites. The Project will also involve a community outreach and education program for area residents and business owners on the proposed RBP and seek out their support and input in the process of identifying, prioritizing, and selecting the most project-ready brownfield sites for assessment (see Section 3).

▪ **Project Timing**

Contractors needed for timely completion of grant activities will be procured through the RFP process in compliance with 40 CFR 30/31 following notification of a grant award. Contractors will be selected within four months after receipt of the grant award. A total of 18 sites in the target community have already been identified as brownfields, and the CDC will initiate site access processes immediately after grant award.²³ A community involvement consultant will be hired within two months of

²¹ A PDA is a designated area within existing communities that has been identified and approved by local cities or counties for future growth.

²² A joint plan for the future of the community developed collaboratively by the County of Sonoma and the City of Santa Rosa in 2007.

²³ See North Coast Regional Water Quality Control Board report for a map with the location of these sites:

http://www.waterboards.ca.gov/northcoast/publications_and_forms/available_documents/pdf/151021/Roseland_Fact_Sheet-October2015.pdf.



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

receiving the grant award to initiate the development of the Community Outreach and Participation Plan. Site assessment will begin in the second quarter; it is anticipated that all 18 Phase I assessments will take approximately 18 months with subsequent QAPP and SAP preparation and EPA approval. Phase II assessments will follow. The schedule provided below in Table 3 allows six weeks for Phase I and II evaluations of each site. Cleanup and reuse planning will be conducted toward the end of the project after assessment data has been collected and analyzed. Program management will begin after contracting and site prioritization and will consist of ongoing data collection and reporting and potential travel to conferences.

Table 3: Project Timing and Milestones

Activity	Year 1				Year 2				Year 3			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Contract Assessors	X											
Negotiate Site Access	1,2	3,4	5,6	7,8	9,10	11,12	13,14	15,16	17,18			
Hire Consultant	X											
Env. Assess Phases I / II			1-3	4-6	7-9	10-12	13-15	16-18	19,20	21,22	23	
Develop/Support Website	X	X	X	X	X	X	X	X	X	X	X	X
Community Meetings	1		2		3		4		5		6	
Develop Program			X	X	X	X	X	X	X	X	X	X
Plan Cleanup/Reuse											X	X
Complete Project												X

Phase I Assessments: #1-18; Phase II Assessments: #19-23

▪ **Site Selection**

The CDC will engage community members in a robust site selection process that will include education for community members and especially property owners about the extensive benefits of brownfields redevelopment including increased opportunities for state redevelopment incentives, property reuse, and overall community revitalization. CDC will reach out to property owners and tenants to review existing lists of contaminated sites (e.g. California State Water Resources Control Board’s GeoTracker site list, the Department of Toxic Substances Control’s (DTSC) EnviroStor), and conducting drive-by and walk-through visits of potential sites. Target properties will be ranked and selected based upon their strategic location with respect to community economic development opportunities, open space, and community services and input from the community. The sites will also be prioritized in regard to criteria including, but not limited to, the ability to address and eliminate public health and safety issues and the



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

Region 9 priority focused on the potential for new/expanded transit investments. The California State Water Resources Board and the Sonoma County Environmental Health Division have identified a number of brownfields sites in the RBP Area. The location and disposition of much of the neglected neighborhood land is already known.

[Task Description and Budget Table](#)

▪ **Task Descriptions**

• ***Budget Task 1 – Brownfield Online Site Inventory and Information Portal (\$10,000)***

Building on Sonoma County Environmental Health Division’s Brownfields Inventory and incorporating the information learned through the site selection process, an online inventory and information portal will be developed that is easily accessible, current, and capable of tracking properties to report outcomes (reuse, leverage, jobs created). The website will draw on data collected by existing databases from the Water Board, city, and county and provide access to current data, reports, and links to existing county resources. Portions of this portal will be community facing and provide easy access to current information regarding the RBP. A newsfeed will be included on the website to provide updates on open sites, cleanup progress, upcoming community forums, and the projected completion dates for each site. Estimated costs include hiring a contractor for 100 hours at \$100/hour. Output: Successful development and maintenance of online site inventory and information portal.

• ***Budget Task 2 - Community Involvement (\$18,000)***

- Grant funds will pay for an anticipated six community meetings. The cost per meeting is estimated to be \$1,500, based on actual costs from community meetings the CDC held in the last year in the Roseland area. The per-meeting cost estimates include the cost of serving food to community participants, which has been proven to measurably increase participation in community meetings and events related to the Roseland Village Neighborhood Center project. Also in this budget task are other supplies used for community meetings (\$1,000) such as printing promotional materials, audio-visual rentals, and other event costs. Content experts will be hired contractually to provide any necessary technical information to participating community members (30 hours at \$50/hour) and a community consultant will be hired contractually to assist with the development of a Community Outreach and Participation Plan and provide facilitation at all community meetings (100 hours at \$50/hour). Outputs: Community Outreach and Participation Plan, meeting facilitation, and ongoing community engagement.

• ***Budget Tasks 3 and 4 – Phase I and II Environmental Assessments (\$345,000)***

EPA grant funds will be directed towards completion of All Appropriate Inquiry (AAI) Phase I Environmental Site Assessments (ESA) and, where appropriate, Phase II



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

(sampling) studies. The ESA work, to be conducted in accordance with AAI and ASTM criteria, will be completed at up to 18 sites in the RBP area, to be identified through the site selection and community involvement process. Fieldwork will in many cases be contracted out to environmental professionals as well as public health and community involvement specialists. Eighteen Phase I Environmental Assessments are estimated to cost an average of \$2,500 each for a total of \$45,000.²⁴ It is anticipated that up to five of these sites will progress to Phase II at an average of \$30,000 per site including Sampling Analysis Plans and Quality Assurance Project Plans (SAP/QAPP), any supplemental Site Assessments, Preliminary Endangerment Assessments, Health Risk Assessments, and other necessary studies. Phase II costs are based on recent EPA Brownfields Assessments grant awards. Outputs: Successful completion of up to 18 Phase I and five Phase II assessments; data collected/submitted to EPA via ACRES online database.²⁵

- **Budget Task 5 - Program Management (\$19,000)**

Staff time is included for the management and execution of the grant including all tracking and reporting requirements using ACRES (200 hours at \$45/hour). A contractor will be hired to conduct ongoing data collection of the population/environmental impacts to provide evidence for future cleanup efforts (100 hours at \$50/hour). Travel funds in the amount of \$3,000 will be used to send up to two representatives to EPA brownfields conference(s). A limited amount has been budgeted for office supplies and other expenses to support this task. Output: Ongoing data collection, tracking, and reporting will be completed via ACRES.

- **Budget Table**

The Sonoma County CDC requests a Brownfields Assessment Grant of \$196,000 for hazardous substances assessment and the same amount for petroleum sites, resulting in a total request of \$392,000. The agency is submitting a joint application; however, two separate budgets are presented below.

Table 4: Program Budget						
Hazardous Substances						
Categories	Task 1	Task 2	Task 3	Task 4	Task 5	Total
Personnel					\$4,500	\$4,500
Fringe						\$0
Travel					\$1,500	\$1,500

²⁴ Proposed cost based on estimate of between \$2,000-\$3,000; ASTM International, 1527-13.

²⁵ ACRES is the Assessment, Cleanup and Redevelopment Exchange System.



Sonoma County Community Development Commission
 Sonoma County Housing Authority
 1440 Guerneville Road, Santa Rosa, CA 95403-4107

Table 4: Program Budget						
Hazardous Substances						
Equipment						\$0
Supplies		\$5,000			\$1,000	\$6,000
Contractual	\$5,000	\$4,000	\$22,500	\$150,000	\$2,500	\$184,000
Subtotal	\$5,000	\$9,000	\$22,500	\$150,000	\$9,500	\$196,000
Petroleum						
Categories	Task 1	Task 2	Task 3	Task 4	Task 5	Total
Personnel					\$4,500	\$4,500
Fringe						\$0
Travel					\$1,500	\$1,500
Equipment						\$0
Supplies		\$5,000			\$1,000	\$6,000
Contractual	\$5,000	\$4,000	\$22,500	\$150,000	\$2,500	\$184,000
Subtotal:	\$5,000	\$9,000	\$22,500	\$150,000	\$9,500	\$196,000
Total Budget	\$10,000	\$18,000	\$45,000	\$300,000	\$19,000	\$392,000

Ability to Leverage

The CDC will provide in-kind staff time of the Deputy Director for Community Development and a Community Development Associate to manage the RBP and additional staff time from construction specialists, environmental review staff, and accounting staff to provide technical expertise and financial management. Existing County GIS Department resources and expertise will be leveraged, including the existing GIS inventory developed by the County’s Environmental Health Division. The grant award would stimulate or leverage other funding from state and federal agencies involved with transportation as well as green space. A Brownfields Assessment Grant could provide significant leverage in seeking funding from the Metropolitan Transportation Commission for this project, including the Roseland Priority Development Area (PDA). The PDA is located within 1.5 miles of the new Sonoma Marin Area Rail Transit (SMART) Train and will be well positioned to pursue funds for transit oriented development projects. Safe Routes to School could also be leveraged for this greenway/bikeway to be used by school age children for active living alternatives. The CDC would also pursue Department of Toxic Substances Control (DTSC), NCRWQCB funds, and the new Enhanced Infrastructure Financing District Funding to support the revitalization of the proposed brownfields sites. The Polanco Redevelopment Act (1990) and the Gatto Act (2013) will be utilized where applicable to encourage the development of properties that are idle or underutilized due to real or perceived environmental contamination. The statute accomplishes this by alleviating most of the legal and financial risks associated with cleanup, by holding previous property owners responsible



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

for historical site contamination, and by holding harmless potential developers who may be interested in developing a brownfield site. Initial public investment such as the CDC's purchase of the Roseland plaza site can trigger major private investments in the long-term, thereby creating an economically viable opportunity. The RVNC project represents a \$6.9 million investment by local government, which will enable a \$45-65 million redevelopment project.

Community Engagement and Partnerships

Plan for Involving Targeted Community & Other Stakeholders; and
Communicating Project Progress

▪ **Community Involvement Plan**

The RBP will emphasize community involvement while integrating and building upon existing efforts by the City and County. Existing redevelopment projects do not specifically address brownfields or inform current residents how the “problem” brownfield sites will be resolved. The RBP will help integrate these projects and build a structure to ensure communication, community stakeholder engagement, and sustainability, including the following:

- Developing the Roseland Collaborative (Collaborative), which will include members from City and County Roseland projects, partner government and community organizations (see Tables 5 and 6 below), local business owners, and other residents. In addition, all Collaborative members must make a long-term commitment toward the redevelopment of Roseland. The Collaborative will continually increase membership.
- Leading semi-annual open community forums to gather input and share information; developing a Community Outreach and Participation Plan to engage the community in project planning, site selection for assessments, clean-up decisions, and reuse planning.
- Sharing information through existing efforts (e.g. the RVNC).
- Working with local schools and media outlets to engage community members.
- Engaging partner government agencies and community organizations to reach out to local businesses and residents.
- Conducting outreach to Spanish speaking residents, with Spanish language materials, local media, and bilingual outreach workers and interpreters at public meetings.

▪ **Communicating Progress**

The communication channels described above in Section 3.a.i will also be used to inform community members about progress. The described channels are particularly appropriate given that they build on existing meeting structures and the RVNC to ensure continued involvement of already engaged community members. Communication plans include strategies to reach Roseland's large Spanish speaking community. In addition,



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

progress will be communicated by:

- Sharing Collaborative meeting minutes and progress updates via the RVNC and a new user-friendly website described as part of Budget Task 1.
- Including information and updates on City and County websites and public meetings.
- Holding semi-annual open public forums.

[Partnership with Government Agencies](#)

▪ **Local/State/Tribal Environmental Authority**

The CA Department of Toxic Substances Control is the environmental authority for the RBP project area and has provided a letter of their support (Attachment B). The role of lead agency was transferred to NCRWQCB, which now has lead regulatory responsibility for investigation and remediation of contaminated sites in the Roseland community. The CDC has already engaged some Roseland neighborhoods in a voluntary cleanup program to help create the RVNC. Through various efforts, the NCRWQCB works cooperatively with state and local agencies to foster brownfields redevelopment and achieve cost-effective, successful assessment of sites while safeguarding public health and the environment. The NCRWQCB will provide support for the projects through consultation with staff and consultants in reviewing existing files on known contamination releases in the area, investigation workplans, and investigation reports to help determine if further work is necessary.

▪ **Other Relevant Governmental Partnerships**

The CDC has established relationships with government agencies that will help to ensure the success of its brownfields program. These essential partnerships are detailed in Table 5.

Table 5: Relevant Governmental Partnerships	
Governmental Partnerships	Expected Brownfields Role
CA Dept. of Toxic Substances Control	Will provide continued support for conducting assessments to address community concerns and further redevelopment efforts.
North Coast Regional Water Quality Control Board	Will consult with CDC in reviewing files on known contamination releases in area, investigation workplans, and investigation reports to help determine if further work is needed.
Sonoma County Department of Health Services	Will conduct community education and outreach, participate in public meetings, assist with distribution of assessment fact sheets, and assist in the development of data on health impacts.
Sonoma County	Currently developing parks and trails in Roseland



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

Table 5: Relevant Governmental Partnerships	
Governmental Partnerships	Expected Brownfields Role
Regional Parks	community. Will conduct community engagement with residents.
City of Santa Rosa	Collaborate in redevelopment planning for impacted for city land adjacent to county property within the Roseland community.

Partnerships with Community Organizations

▪ **Community Organization Description & Role**

The community organizations below are committed to support the Roseland Brownfields Project through the activities outlined below and described in their letters of commitment.

Table 6: Community Organizations Description and Roles		
Community Partners	Organization Mission	Expected RBP Role
Burbank Ave. Neighborhood Association	Grass roots advocacy organization focused on quality-of-life issues in Roseland including transportation, open space, urban design, and toxic contamination.	Provide community outreach, education and site selection.
Citizens Cleanup Coalition	Supports local environmental cleanup efforts.	Provide community education, outreach, meeting space; gather community input; and disseminate assessment fact sheets.
Community Action Partnership of Sonoma County	Multi-program human services organization that partners with low-income communities to improve lives through direct service and advocacy.	Provide community outreach, education and Spanish translation.
Community Builders Corporation	Supports environmental justice and social equity issues; informs community on redevelopment issues.	Provide community outreach, education, and help inform site selection.
Roseland University Prep	Public charter high school serving Roseland students.	Obtain community feedback and distribute assessment fact sheets.
Santa Rosa Together	Works to engage citizens; has been active in redevelopment in Roseland.	Provide community education and outreach; helped form a Health Action Chapter in SW Santa Rosa.
Sonoma County Latino	Promotes Latino participation in government and civic affairs.	Provide community education, outreach, meeting space; gather



Sonoma County Community Development Commission
 Sonoma County Housing Authority
 1440 Guerneville Road, Santa Rosa, CA 95403-4107

Table 6: Community Organizations Description and Roles		
Community Partners	Organization Mission	Expected RBP Role
Democratic Club		community input; and disseminate assessment fact sheets.
St. Joseph Health	Provides health education, exercise classes, and resident leadership development in Roseland.	Provide community education and outreach, host public meetings, assist in site identification, and obtain community feedback.

▪ **Letters of Commitment**

Letters of Commitment from the community partners referenced in Table 6 are included as Attachment D, and detail each partner’s commitments to project planning and implementation.

Project Benefits

Health and/or Welfare and Environment

▪ **Health and/or Welfare Benefits**

The completion of site assessments will document the potential or actual threats to local public health. This assessment will address the immediate health and economic challenges faced by Roseland by reducing environmental toxins, reducing the community’s asthma rate connected with current air pollution, and attracting investors. Cleanup of brownfields will have positive impacts on residents’ drinking water, soil, and air exposure by reducing the number of contaminants in groundwater. Reduction of diesel particulates will similarly affect residents’ respiratory health, particularly among children and the elderly. Sites that do not have potential contamination will be cleared for planned development in the future, contributing to the economic health of the community.

Expanding public open space by developing former brownfields will promote physical activity among residents, strengthening residents’ chances of resistance to heart and lung disease. In particular, the development of the Joe Rodota Trail, which connects Roseland to downtown Santa Rosa, will be an important contributor to helping Roseland residents improve their health, fitness, and quality of life. This may also be used to expand the walkshed leading to the SMART train, increasing ridership, decreasing vehicle traffic, and corresponding asthma rates.

▪ **Environmental Benefits**

Redevelopment plans will include green building practices and leverage the existing SMART system structures to contribute to environmental improvement. These practices align with the Santa Rosa Climate Action Plan (2012) focused on reducing greenhouse gas emissions. The Joe Rodota Trail, for example, will connect Roseland to the Railroad Square neighborhood adjoining downtown Santa Rosa. If connected to an economically developing Roseland this trail could evolve into a pedestrian-friendly,



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

environmentally sensitive conveyor of people between neighborhoods. Resulting redevelopment of brownfield sites for green space and public use would provide much needed parkland, which filters air pollutants, reduces climate impacts, and prevents soil erosion. Roseland currently has insufficient park and recreational facilities, with only one park of less than one acre for the entire 1.25 square mile community.

[Environmental Benefits from Infrastructure Reuse/Sustainable Reuse](#)

▪ **Policies, Planning, and Other Tools**

Local policies and planning efforts including the Santa Rosa Climate Action Plan, the Sebastopol Road Urban Vision Plan, and Roseland Specific Plan are all focused on transit oriented sustainable redevelopment and revitalization of Roseland. Existing infrastructure, such as the Sonoma County Energy Independence Program and the CDC's commercial rehabilitation program, also support the conservation and rehabilitation efforts of home and business owners.

▪ **Integrating Equitable Development or Livability Principles**

This project is consistent with the HUD-DOT-EPA livability principles in the following ways: 1) It will *provide more transportation choices* by improving connections to the Railroad Square TOD and SMART Train and encourage multimodal transport in alignment with the transportation priority that has been identified for EPA Region 9. 2) It will *promote equitable, affordable housing* by facilitating the construction of housing and supporting services for this low income neighborhood. 3) It will *increase economic competitiveness* by making additional sites near downtown open to redevelopment. 4) It will *support existing communities* by making previously undevelopable sites available for commercial and residential development. 5) It will *leverage federal investment* by building upon projects funded by HUD. 6) It *values communities and neighborhoods* and brings together residents and business owners to engage in place-based collaborative redevelopment efforts.

[Economic and Community Benefits](#)

▪ **Economic or Other Benefits**

The proposed project will help bring revived economic activity to the Sebastopol Road corridor, which is essential to the economic revitalization of the community. Redevelopment on previously contaminated sites will complement existing developments and generate business activity. The CDC expects that at least 10 to 15 acres within the proposed project area will be positioned for redevelopment as a result of the grant. This would include commercial retail space, government services, and affordable housing. Earlier examples such as Canada's National Round Table on the Environment and the Economy (NRTEE) released in 2003 found that the effects of brownfield redevelopment had a total output multiplier of 3.8, meaning that an additional \$1 generated because of the brownfield project is likely to lead to \$3.80 in total investment. In 2008, the US Conference of Mayors reported statistics for job creation in 75 US cities: 71,313 redevelopment jobs and 115,649 post-development jobs for a total of 186,962 jobs had



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

been generated on 1,309 brownfield sites across the US.

In addition to tax revenue, job creation, and funding leveraged, brownfields development has significant qualitative impacts for a community. Roseland residents need a mix of full service grocery stores, strong retail businesses, and larger businesses in the area instead of the proliferation of used car salesmen setting up shop in former residences on Sebastopol Road. The economic stimulus needed for the entire community can come from actual redevelopment of a number of properties along the Sebastopol Road commercial corridor for a higher and better economic return to the community. New open spaces will also stimulate redevelopment. Mixed-use zoning provides flexibility that attracts residential uses and local serving retail and services. The synergistic effects of mixed-use development allow residents and businesses to interact, stimulate commercial interaction, and are instrumental in reducing vehicular trips. This project will support walkability, mixed use, density and housing choices.

In alignment with the transportation priority identified for EPA Region 9, this project will support transit-oriented development related to the new SMART Train, by supporting the reuse of infill sites that were previously designated as brownfields, and contribute to sustainable community development in Roseland by helping to create jobs and affordable housing.

▪ **Job Creation Potential with Workforce Development Programs**

The reclamation of contaminated properties in Roseland will create short-term remediation jobs, longer-term construction jobs, and permanent jobs tied to the end use of the property in a low-income community that needs them most. Moreover, because many brownfield conditions disproportionately impact low- and moderate-income neighborhoods and communities of color like Roseland, these jobs are being created where they are needed most. The CDC has partnered with Sonoma County Economic Development Board (EDB) Business Services Program and the Workforce Investment Board (WIB), to offer valuable free support services for local businesses in the Roseland area and across the county including workforce recruitment and retention, customized workforce trainings, subsidized hiring incentives, and specialized hiring events. The Community Action Partnership (partner) operates a YouthBuild job training program in the City of Santa Rosa, and an important goal of the proposed project would be to include youth from this program in the environmental remediation work at the brownfields sites, enabling them to learn key job skills related to environmental remediation. This would also enable YouthBuild participants to gain exposure to local environmental contractors, thereby increasing the likelihood that they would be employed in the field following completion of their training.

Programmatic Capability and Past Performance

Programmatic Capability

▪ **Programmatic Capability of the Agency**

The CDC has served the County of Sonoma for more than 30 years, and during



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

that period has overseen the expenditure of more than \$500 million for county projects. The Commission has a robust administrative infrastructure that will ensure timely expenditure of funds and adherence to all administrative and financial requirements. The Commission's highly qualified accounting team already tracks several one-time and ongoing grants utilizing multiple transaction codes and Oracle's PeopleSoft program.

- **Expertise, Qualifications & Experience of Project Manager/Staff**
CDC Deputy Director for Community Development, John Haig, will be the Project Manager for this Brownfields Grant. Mr. Haig has worked in the private sector and county government in the fields of facilities management and energy and sustainability for many years and has managed federal, state, and local funds for a variety of programs. Mr. Haig has administered professional services contracts with consulting firms similar to those that will be procured under this grant.

CDC Special Projects Director, James Leddy, will be instrumental in this project in overseeing the RFP process for contractors and managing contracts. Mr. Leddy has over 22 years public sector management experience including the areas of transportation, policy, and finance in both state and local government. Mr. Leddy is currently the Roseland Village Neighborhood Center's redevelopment project lead. Mr. Haig and Mr. Leddy have administered professional services contracts with consulting firms similar to those that will be procured under this grant.

In addition to these key staff, the CDC has the ability to enlist staff specialists in construction, labor standards, and environmental review as internal consultants, as necessary. The CDC also conducts Requests for Proposals when appropriate to solicit consultant services on a variety of projects in Roseland. The CDC complies with the required procurement standards when contracting for professional services.

[Audit Findings](#)

An audit conducted for the year ending June 30, 2012 raised concerns about the division of labor and responsibilities between CDC employees and an outside accounting firm, related to the resignation of the Commission's Controller eight months prior. This audit identified deviations from HUD and REAC recommended accounting practices that required correction.

In response to these concerns, the CDC hired a Supervising Accountant to oversee and manage the accounting team, restoring a central and cohesive structure. The Commission also took additional measures to ensure that internal controls and accounting best practices were maintained. The following two audit reports in 2013 and 2014 contained no adverse findings and offer evidence that the financial position of the Commission is once again in good standing.

[Past Performance and Accomplishments](#)

While the CDC has not previously received EPA funding, it does administer both federal and state funds to deliver program services to the low-to-moderate income communities in Sonoma County. As described below, the CDC possesses the resources,



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

capability and desire to administer this EPA assessment grant such that it is invested in the most efficient and outcome-oriented manner in Roseland. Following is a description of five current federal grants that have been successfully administered by the CDC.

1) Flood Mitigation Program: FEMA; \$2,900,000; FY 2015-16. (Received since 1997.)

The purpose of this program is to reduce or eliminate long-term risk of flood damage to structures insured under the National Flood Insurance Program. Over the course of the program, the CDC has received over \$19.5 million and has used these funds to successfully elevate 289 homes. None of these homes have experienced flooding since the rehabilitation was performed. Throughout the administration of this grant, the CDC has complied with all reporting and financial standards, including the Consolidated Annual Performance and Evaluation Report (CAPER), and quarterly reports for all open grants as required. Every CAPER submitted by the CDC has been to standard and accepted by HUD.

2) Community Development Block Grant: U.S. Department of Housing and Urban Development; \$1,646,115; FY 2015-16. (Received since 1982.) The Community Development Block Grant (CDBG) serves to support either low-income households, access modification (ADA) projects benefiting the elderly or disabled, or area-wide benefit projects. In the FY 2013-2014, CDBG funds were used to support homeless prevention programs that provided case management, peer support group facilitation, security deposit move-in and one-time emergency assistance with rental payments, and to support victims of domestic violence with family advocacy. CDBG funds were also used to perform ADA improvements to increase accessibility in Cloverdale, Healdsburg, Rohnert Park, and Sebastopol and in facilities such as the Sonoma County Fairgrounds restrooms and Sonoma County Regional Parks. Grantee funds were used exclusively for the three national objectives and the grantee complied with the overall benefit certification. One hundred percent of the County's CDBG funding was used for activities that demonstrated compliance with income eligibility requirements. The CDC has complied with all reporting and financial requirements including HUD Federal Labor Standards Provisions, submission of the semi-annual Davis-Bacon report, Wage Decisions, and Payroll Reports.

3) Home Investment Partnerships Program (HOME): HUD; \$631,026; FY 2015-16. (Received since 1992.) In FY 2013-2014, Sonoma County used its HOME entitlement funds for new rental housing construction, and Community Housing Development Organization (CHDO) operating costs. Throughout the administration of this grant, the CDC has complied with all reporting and financial requirements, including 24 CFR 92.351 and submission to Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) outreach, affirmative marketing and Section 3 Plans as applicable to their projects.

4) Emergency Shelter Grants: HUD; \$144,160; FY 2015-16. ESG funding is



Sonoma County Community Development Commission

Sonoma County Housing Authority

1440 Guerneville Road, Santa Rosa, CA 95403-4107

provided to an agency providing day center services, emergency shelter and transitional housing, and supportive services to homeless persons. This agency also works toward the broader goals of expanding affordable housing opportunities to those who have nowhere to live and assisting them in knowledge and skill acquisition to break the cycle of poverty and achieve independent living. The County has used ESG funds to support its Rapid Re-Housing program to homeless families – also fulfilling the conditions of ESG funding. Partially as a result of the original pilot funded with ESG, the Sonoma County Continuum of Care was able to report a 20% drop in the number of homeless families in 2013. The CDC has met the standards and submitted the necessary reports including the Consolidated Annual Performance and Evaluation Report and updated Financial Summary Reports (PR26) as required. Every CAPER that has been submitted by the CDC has been to standard and accepted by HUD.

5) California Home Program: California Department of Housing & Community Development; \$672,264; FY 2014-18. (Received since 2008.) State CalHome funds, amounting to over \$2 million, have been used locally to conduct housing rehabilitation projects, some of which were specific to elderly and disabled individuals. In the last year alone, the Countywide Rehabilitation Program completed rehabilitation on 19 housing units using CalHome funds in combination with CDBG. The CDC has fulfilled requirements and complied with all standards including the submission of a semi-annual report and compliance with Davis-Bacon standards for public works projects.

The CDC operates under its Accounting Procedures Manual and Sub-recipient Handbook for agencies that are awarded grant or loan funding. The CDC conducts a required annual A-133 Single Audit of Federal Expenditures, and has not received any audit findings in the most recent five-year period. The CDC also conducts annual sub-recipient monitoring of nonprofits that have received funding and prepares the annual HUD Action Plan and CAPER performance report.

**Roseland Brownfields Project
Roseland Village Dollar Tree Lease
Extension**

**Sonoma County Community Development
Commission**

February 21, 2017

EPA Roseland Brownfields Project



Roseland Brownfields Project - Background

- **2009 & 2011** – Commission unsuccessfully applies for grant

- **December 2015** – Commission successfully applies for and receives grant
- **August 2016** – Board accepts grant award
- **August 2016** – Request for Proposals for environmental firm released.
- **October 2016** – CDC receives nine (9) proposals for review.
- **Oct. 2016 - Jan. 2017** – CDC, EPA staff and community member review
- **February 2017** – Staff recommending Stantec Consulting, Inc.

Brownfields Project Scope

- 18 Phase I and 5 Phase II assessments

- Community engagement
- New website to inform public
- Submission of all required Reports
- Creation of site cleanup/reuse plans



Recommendation – Stantec Consulting, Inc.

- **History of Experience in EPA Brownfield Assessment Grants**
- **Lowest Cost - \$316,000**
- **Sonoma County experience**
- **Branch office - Petaluma**
- **Strong References – Public and private projects**



Dollar Tree Lease – Public Hearing

- Health and safety Code Sections 33000 et seq. applies to property purchased with former redevelopment agency funding

Dollar Tree Lease - Background

- 2011 -- Commission purchased Roseland Neighborhood Center Property – Dollar Tree tenant since 1974
- May 2015 – Commission extends lease until May 2017.
- December 2016 – New extension negotiated
- Redevelopment Law requires public hearing

Dollar Tree Lease - Terms

- 14 month extension
- Same rental rate
- No re-location costs



Requested Actions

- Authorize CDC Executive Director to execute Professional Services Agreement with Stantec Consulting, Inc. for the implementation of the Roseland Brownfields Project.
- Hold Public Hearing on lease extension for Dollar Tree Store
- Authorize CDC Executive Director to execute Dollar Tree Stores lease extension for the period May 17, 2017 to no later than July 31, 2018.



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 38
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rebecca Wachsberg 565-3782
Sita Kuteira 565-3771

Supervisorial District(s):

Title: County Immigration Initiative Legislative Update and Timeline

Recommended Actions:

- A. Accept a report on recent immigration-related legislative and executive actions, authorize the Chair to sign a letter of support for Senate Bill 54 (De León) that also advocates for certain amendments, and direct staff to conduct legislative advocacy for SB 54 in accordance with the County's Legislative Program; and
- B. Accept an update on the County's initiative to improve the safety of and enhance access to services for undocumented residents and communities, authorize the extension of the Unaccompanied Child Deportation Defense Program, and approve the Sonoma County Immigration Initiative proposal and timeline.

Executive Summary:

This report provides a summary of recent County actions to address the growing fear and anxiety in our immigrant community and to recommend further legislative action. Previously, the Board supported SB 6 (Hueso) and AB 3 (Bonta), which would increase funding and training for legal services. This item further analyzes Senate Bill (SB) 54 (De León), which would generally prevent the use of state and local funds to aid federal deportation actions and create service provider safe zones. Staff recommends that the County actively support the legislation, while requesting key modifications, as part of its efforts to expand the rights and protections of undocumented immigrants. Additionally, at the Board's direction, staff has been working to explore expanded access to immigration legal services and recommends continuing to take a leadership role in this area as well as extending the Unaccompanied Minors Deportation Defense Pilot Program, which has been extremely successful at enforcing the rights of immigrant children against unlawful deportation.

Discussion:

LEGISLATIVE & EXECUTIVE UPDATE AND ANALYSIS

Since December, the President has signed three executive orders to accelerate deportations and prevent immigrant and refugee admission, Congress has introduced a litany of corresponding legislation,

the California legislature has introduced a series of bills to protect undocumented immigrants, California law enforcement agencies have begun implementing the TRUTH Act, and countless jurisdictions and community organizations have signed resolutions and petitions against the federal administration and in support of immigrant rights.

Recent Changes to California Law

In 2013, the California Legislature enacted the TRUST Act to limit cooperation with the United States Immigration and Customs Enforcement (ICE) in cases involving non-serious offenders. The most recent State law on immigration, the TRUTH Act, was signed by Governor Brown on September 28, 2016, and went into effect January 1, 2017. The TRUTH Act is intended to ensure greater transparency surrounding notification to ICE by local law enforcement, by requiring that individuals in local custody are informed of their rights and notified about ICE requests to “detain” them. A detainer request is distinct from a criminal warrant: it is not issued by a judge and is not based on a finding of probable cause. It is simply a request by ICE that a local law enforcement agency hold individuals up to 48 hours after their release date to allow for ICE to take them into federal custody and deport them. For that reason, courts have clarified that ICE detainers are voluntary in nature and should not be complied with absent the issuance of a judicial warrant. In Sonoma County, the Sheriff's Office has been implementing these legal changes as they arise. The Sheriff's Office adopted TRUST Act provisions in 2014, stopped honoring ICE detainers absent judicial warrants in 2014, and implemented new TRUTH Act mandates beginning in January 2017, as required by law.

Federal Actions and Legislation

Executive Order 13767 – *Border Security and Immigration Enforcement Improvements* (January 25, 2017): This Order directs executive departments and agencies to limit immigration along the nation’s southern border, including enhancing border security and constructing a wall and detention facilities, and calls for increased deportations.

Executive Order 13768 – *Enhancing Public Safety in the Interior of the United States* (January 25, 2017): This Order increases immigration enforcement and deportations and, among other things, authorizes the denial of federal grant funding to any jurisdiction determined to be a sanctuary jurisdiction. This Order is currently being challenged by state and local governments on several legal bases. Those challenges are discussed more below with regard to risks to federal funding.

Executive Order 13769 – *Protecting the Nation From Terrorist Entry Into the United States* (January 27, 2017): This Order suspends the admission of refugees, indefinitely halts the processing and admissions of refugees from Syria, places a 90 day ban on immigration from Iraq, Iran, Libya, Somalia, Syria and Yemen, and directs federal agencies to develop threat assessments and screening standards and procedures for immigration. This Order is currently being challenged in the courts on the grounds that it, among other things, violates due process and freedom of religion. A U.S. District Court in Seattle was the first to suspend the immigration ban. That ruling was recently upheld by the Ninth Circuit Court of Appeals, which will decide soon whether to reconsider that decision with an 11-judge panel.

California Legislation

In December 2016, California legislators introduced a series of bills, including SB 6 (Hueso), AB 3 (Bonta) and SB 54 (De León), in response to comments by the incoming President regarding plans to deport up

to 3 million undocumented immigrants. The County has already taken positions of support on the original versions of SB 6, which would expand State-funded legal services to undocumented adults, and AB 3, which would make grants available for nonprofits and public defenders' offices to competently serve undocumented clients.

SB 54 seeks to support citizens and undocumented immigrants alike through several key provisions:

1. Preventing ICE Notifications and Detainers

Existing law allows state and local law enforcement to respond to requests for notification from Immigration and Customs Enforcement (ICE) prior to release. The arrestees may then be held by ICE and transferred to a detention center. This bill would generally preclude notification and detainers, but would not prevent state and local government agencies from complying with a warrant to transfer offenders into federal custody for immigration enforcement purposes.

2. Prohibiting Use of Funds for Immigration Enforcement or Registrations

The bill would prohibit the use of State and local funds to investigate, interrogate, detain or arrest people for the purposes of immigration enforcement. It also prohibits law enforcement agencies or schools from creating any kind of database or registry regarding individuals' immigration status.

3. Creating "Safe Zones" for Essential Services

SB 54 seeks to ensure that all residents, regardless of immigration status, are able to use essential services provided by the State and local governments. The bill requires state agencies to review and amend confidentiality policies, and encourages service providers such as schools, universities, health care facilities and political subdivisions such as courthouses to adopt model policies that limit immigration enforcement to the greatest extent possible.

Requested Amendment

While supporting SB 54, staff also recommends requesting an amendment to the bill to assist law enforcement in ensuring the safety of our communities. In its current form, SB 54 would prevent notifications to ICE regardless of the criminal history of the arrestee. The County would request an exception to the restriction on notification in the case of serious or violent crimes (which may include felonies and certain misdemeanors, such as sex offenses). In these limited instances coordination with other law enforcement agencies is necessary to keep our communities safe.

Impacts to Undocumented Immigrants and Families

Threatening statements against immigrants throughout the presidential campaign, recent executive orders, and ongoing deportations have created fear in our immigrant communities. It has been reported that this fear causes both citizens and immigrants to stop cooperating with law enforcement, discontinue accessing critical services, hold children out of school, and otherwise seriously impacts the safety and wellbeing of our communities. Immigrant communities often exhibit significant underreporting of crimes. By prohibiting the use of state and local funds for federal immigration enforcement, immigrant community members feel safe to call on local law enforcement. Creating "safe zones" will encourage immigrant communities to continue accessing essential services, and ensure that the use of services does not jeopardize their safety in this country. Without these protections, for example, undocumented parents may be encouraged to disenroll their citizen children from critical

services such as Medi-Cal and nutrition programs. Lastly, placing limitations on ICE notifications and detainers extends important due process rights to all residents, decreases detrimental family separations, and increases the sense of security for our residents.

Risks to Local Funding

The federal government has in the past and again recently made threats to block certain federal funding to state and local governments that do not comply with federal laws. This tactic has been challenged in the courts and recent threats are again being challenged. At this stage, it is unclear what the federal government's authority is to make funding contingent on state and local action or policy. While the risk is uncertain, it is important to note that these threats are not without challenge. More information on those funding threats related to immigration enforcement and related challenges is provided below.

Executive Order 13768 declares that it is the policy of the federal administration to ensure that "sanctuary jurisdictions" (which are not defined in the Order) are not eligible to receive Federal grants, except for those that are necessary for law enforcement purposes. State and local jurisdictions have brought legal challenges against this Order, arguing that the Order is unconstitutionally overbroad by claiming spending power for the President that even Congress lacks. Even if the Order were an Act of Congress, or authorized by one, local governments argue that it is unconstitutional, as Congress' power to place conditions on the receipt of federal funds is limited. The County of Santa Clara recently filed a Complaint for Declaratory Relief, stating that once federal funds are provided to a local government, and the money is accepted, Congress is barred from imposing new conditions on that money. Similarly, they argue that Congress cannot impose conditions on federal money that are unrelated to the federal interest furthered by the appropriated funds. Finally, courts have ruled that Congress cannot impose a condition so coercive that it amounts to "a gun to the head" of a local government, leaving it no other option but to comply with the demand of the federal government. Additionally, those legal challenges identify that the Order improperly commandeers local officials and contravenes constitutional law establishing the separation of powers of the legislative and executive branches of government. Courts in multiple jurisdictions are currently considering these challenges.

COUNTY IMMIGRATION INITIATIVE

Immigrant Rights Legal Services

On February 10, 2017, County Counsel convened a meeting of about 20 local immigration attorneys and advocates to discuss how to best serve the legal needs of the County's undocumented residents in light of the recent Executive Orders and broad policy statements of the new administration regarding deportation. Work groups have been formed to design both information materials and a program that might include Know Your Rights workshops, pro bono attorney recruitment/training, and expansion of nonprofit legal service representation. Current plans include distributing the materials through County service departments and using the County website as a central information point for community trainings and information.

Unaccompanied Child Deportation Defense Project

On September 23, 2014, the Board approved a two year pilot program to allow County employees to work together to represent children, primarily from Central America, who had fled violent conditions in their home countries and had been detained at the U.S. border and placed in deportation proceedings. Based on the School of Hope model, where the Board allowed employees to tutor

disadvantaged 1st-3rd graders during work time, the Defense Project similarly used volunteers from a number of departments including County Counsel, the Permit and Resource Management Department, and the Public Defender's Office. National statistics showed that while a majority of these children likely had a legal basis to stay in the U.S., without an attorney 90% were deported to face abuse and possible death in their country of origin. Donated training for the program was provided by the Immigrant Legal Resource Center and volunteer mentor immigration attorneys were recruited from the community.

To date 7 Sonoma County children have been served, 4 have been granted legal status, 2 found private counsel through a parent, and 1 is in process. The Project has been honored with awards from the National Association of Counties (NACo) and the California State Association of Counties (CSAC) and has served as the model for similar programs in Santa Clara County and the Los Angeles Unified School District. County Counsel has taken the lead in administering the program and requests that the Board authorize the program for an additional two years.

Initiative Proposal and Timeline

On February 7, the Board directed staff to undertake a series of work efforts to address the safety of immigrant communities and access to services that may be impacted by the immigration status of residents or their family members. The following lays out a timeline and proposed objectives for the initiative. Over the next several months significant work would be conducted within the departments, with the community, and in coordination with each Board member. Staff would then return with a report for the full Board at the conclusion of that process with an analysis and additional proposed actions in mid-summer.

- February and March: Assessing County and Community Programs – Staff will work on a multi-department team to review County programs that are available to residents regardless of immigration status and identify where there may be barriers to accessing essential County services. Staff has already begun working across departments. Project 301 is a collaborative initiative that seeks to provide resources, wrap-around services and case management across Sonoma County departments for at least 301 of the most at-risk residents/families. That team of departments has starting coordinating on this issue to assess ways in which their clients may be better served regardless of immigration status. Staff will also work with community members and community-based organizations to generate a comprehensive list of services that are available through outside entities.
- March: Information Hub – The County will serve as a central information source for the community and distribute information to clients on immigrant rights, family preparedness, and services. The County will also establish a web page in English and Spanish letting the community know about available trainings, programs and developments in this area, as well as a dedicated email address and other methods of receiving and disseminating information.
- May and June: Community Workshops – Staff is proposing that with leadership from each Supervisor a community workshop be coordinated in each supervisorial district in collaboration with local community-based organizations that serve the area. The workshops would provide residents an opportunity to identify barriers to access and potential solutions specific to each community. These meetings will also serve as a venue for community-based organizations to connect with the public and other organizations to improve cooperation and service delivery.
- July and August: Gap Analysis and Proposal – Based on the information gleaned through the research of County and community programs and community feedback and direction, staff will

prepare a gap analysis and present proposals to the Board of Supervisors to take action to address access to services and improving immigrant rights within the communities.

Prior Board Actions:

February 7, 2017: The Board adopted a Minute Order directing staff to work on immigration-related issues and adopted a Resolution in support of equal rights for all residents regardless of immigration status.

January 10, 2017: The Board adopted the 2017-2018 State and Federal Legislative Platform which authorizes legislative advocacy efforts.

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

Supporting SB 54 and broader immigration reform protects the safety and wellbeing of the undocumented residents of Sonoma County and their families by ensuring they feel secure in their communities and have safe access to essential services.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$44,926	\$56,102	\$49,352
Additional Appropriation Requested			
Total Expenditures	\$44,926	\$56,102	\$49,352

Funding Sources

General Fund/WA GF	\$44,926	\$56,102	\$49,352
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$44,926	\$56,102	\$49,352

Narrative Explanation of Fiscal Impacts:

Funding for legislative advocacy efforts is already included in the CAO's budget and work plan.

Staff estimates that the County Immigration Initiative as proposed would take about 200 staff hours across multiple departments, 150 hours in FY 16-17 totaling approximately \$20,250 and 50 hours in FY 17-18 totaling approximately \$6,750. This effort will be coordinated by the County Administrator's Office and the workload will be shared throughout the multi-departmental team which includes primarily Health and Human Services, Justice Services and County Counsel. While this workload can be absorbed within the departments' current capacity, it will have an impact on staff's ability to respond to new requests or proactively address existing projects. For the Community and Government Affairs team this may include work in areas such as tribal relations and communications.

The Unaccompanied Child Deportation Defense Project would continue using the School of Hope model whereby volunteer County attorneys and other staff use existing County and department resources and work time to provide legal representation to selected minors. These legal services hours would be diverted from other current or potential Board priorities. To date, County Counsel has donated 485.75 hours to the project, an average of 194.3 hours per year. We anticipate this level to continue, and thus the cost to the County would be approximately \$49,352 annually.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

SB 54 Letter of Support to Author and Delegation

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

COUNTY OF SONOMA
BOARD OF SUPERVISORS

575 ADMINISTRATION DRIVE, RM. 100A
SANTA ROSA, CALIFORNIA 95403

(707) 565-2241
FAX (707) 565-3778



MEMBERS OF THE BOARD

SHIRLEE ZANE
CHAIR

JAMES GORE
VICE CHAIR

SUSAN GORIN

DAVID RABBITT

LYNDA HOPKINS

February 21, 2017

The Honorable Kevin De Leon
Senate President Pro Tempore
State Capitol, Room 205
Sacramento, CA 95814

RE: SB 54 - Support

Dear Senator De Leon,

On behalf of the Sonoma County Board of Supervisors, thank you for introducing SB 54, the California Values Act. This bill would ensure that state and local resources are not used to support deportations and safeguard access to essential services for all residents, regardless of immigration status.

Approximately 8% of Sonoma County residents are undocumented immigrants. These residents are an important part of our community and the local economy. Unfortunately, threatening statements made throughout the presidential campaign supporting mass deportations, followed by the President's recent executive orders, have caused our community to stand in fear. We have received reports that this has resulted in reduced cooperation with law enforcement, holding children out of school, and dropping out of important family support programs. Additionally, the fear created by government statements and actions spurs a distrust that creates an additional barrier to accessing services or receiving protection from law enforcement. In light of the prospect of changes to immigration laws and enforcement at the federal level, additional legal protections for immigrants and access to services are even more critical.

SB 54 would put in place critical protections for immigrants and immigrant communities by: preventing notifications to the Immigration and Customs Enforcement (ICE) agency and detainers without a judicial warrant; prohibiting the use of state and local funds for immigration enforcement or the development of a database or registry; and ensuring access to essential services by directing state agencies to review and amend confidentiality policies and encouraging schools, health care facilities, and courthouses to adopt policies that limit immigration enforcement to the greatest extent possible.

The County strongly supports the objectives of SB 54 and the values it espouses, and believes it takes a major step toward increasing protections and access to services for immigrant communities. With our support, we also advocate for minor changes to assist our law enforcement partners in ensuring the safety of our communities. Specifically, the County requests an exception to the restriction on notification in the case of serious or violent crimes (which may include felonies and certain misdemeanors, such as sex offenses). In these limited instances coordination with other law enforcement agencies is necessary to keep our communities safe.

It is a priority of Sonoma County's Legislative Platform to support legislation that enhances legal protections for undocumented immigrants and increases access to services. SB 54 supports the County's mission to support safety, wellbeing, and due process rights of our immigrant residents and communities.

Thank you for your authorship of this bill. The County of Sonoma sincerely appreciates your efforts on this issue.

Sincerely,

SHIRLEE ZANE, Chair
Sonoma County Board of Supervisors

CC: Sonoma County Board of Supervisors
The Honorable Mike McGuire, California State Senate
The Honorable Bill Dodd, California State Senate
The Honorable Jim Wood, California State Assembly
The Honorable Marc Levine, California State Assembly
The Honorable Cecilia Aguiar-Curry, California State Senate
Paul Yoder & Karen Lange, Shaw/Yoder/Antwih, Inc.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 50
(This Section for use by Clerk of the Board Only.)

To: The Board of Supervisors of Sonoma County

Board Agenda Date: February 21, 2017

Vote Requirement: 4/5

Department or Agency Name(s): Department of Transportation and Public Works

Staff Name and Phone Number:

Susan Klassen (707)565-2231

Supervisorial District(s):

Title: Airline Agreement and Lease – Alaska Airlines and American Airlines

Recommended Actions:

Authorize the Chair to execute agreements and lease with Alaska Airlines and American Airlines for commercial airline passenger service at the Charles M. Schulz – Sonoma County Airport each for a period of 5 years and authorize the Airport Manager to execute any other documents associated with these agreements.

Executive Summary:

The Charles M. Schulz – Sonoma County Airport (Airport) provides an exceptional venue for commercial carriers to offer air transportation from Sonoma County and surrounding regions. Alaska Airlines, Inc. (Alaska) has been successfully operating commercial flight services at the Airport since 2007 and wishes to continue that alliance by executing a new five-year Agreement and Lease with a one-year extension option with the County. American Airlines, Inc. (American) wishes to start service at the Airport by executing a new five-year Agreement and Lease with a one-year extension option, with the County.

Discussion:

Alaska Airlines

On December 12, 2006, the Board of Supervisors approved an Airline Operator Agreement and Lease with Horizon Air Industries Incorporated, d/b/a Horizon Air and authorized up to ten (10) departures per day. Commercial service began in 2007 with flights to Seattle and Los Angeles.

On March 1, 2011, the Board of Supervisors approved the Second Amendment to the Operating Agreement and Lease extending the term of the Agreement to June 30, 2013 with two one year extensions. Both extensions were exercised, extending the Agreement to June 30, 2015 at which point the Agreement reverted to a month-to-month hold over Agreement. The Airport commenced negotiations with Alaska in the spring of 2015, however, due to the efforts to reset the Airline rates and charges, the final lease negotiations were not completed until October 2016. Alaska has been paying the rates and charges approved by the Board in February 2016 since July 1, 2016.

On December 13, 2013, the Board of Supervisors approved the Consent to Assignment of Rights and Obligations Under Commercial Airlines Operator Agreement and Lease Form Between Horizon Air Industries, Inc. and Alaska Airlines, Inc. The assignment produced no effect to commercial flight services nor to the Airport.

Alaska currently operates seven to nine daily flights (depending on the season) to San Diego, Orange County, Los Angeles, Portland and Seattle flying over 310,000 passengers in 2016 and 2,109,602 passengers since start of service to and from our Airport. Passenger numbers have steadily risen over the last five years and the continued growth is expected for 2017. Alaska continues to analyze their routes and occupancy factors for service quality and potential new destinations. Alaska will maintain their "Wine Flies Free" program at the Airport, which allows any Alaska mileage plus member to travel from Sonoma County with a case of wine for free on all flight destinations. This program is a benefit to our local wine and tourism industries.

The proposed Agreement is substantially similar to the existing Agreement and is for a five year term, with a one year renewal option, allows for up to 13 departures per day and increased the insurance coverage from \$150,000,000 to \$500,000,000. Alaska in the past has received Airport incentives waiving landing fees and additional marketing support for the launch of service and as new routes have been added.

Alaska's operations will continue to add revenue to the Airport's Enterprise Fund through landing fees, terminal rents, the recently approved joint use fees, passenger facility charges and through residual revenues from their passengers (e.g. fuel flowage fees, parking revenues, rental car operators, restaurant, etc.) and other airline amenities. The anticipated calendar year 2017 income from Alaska is outlined below in Fiscal Impacts.

American Airlines

On April 15, 1926, Charles Lindbergh flew the first American flight – carrying U.S. mail from St. Louis, Missouri, to Chicago, Illinois. Now, American offers nearly 6,700 commercial passenger flights daily to 350 destinations in 50 countries. Locally, American will begin service at the Airport initially offering one daily flight to Phoenix, AZ on a Bombardier CRJ700 aircraft that offers first class, comfort and main cabin seating for up to 70 passengers.

The Airport was awarded in 2011 a \$650,000 Small Community Air Service Development grant from the Department of Transportation (DOT) to attract air service to a hub airport east of California. This grant provides to the airline a minimum revenue guarantee in the amount of \$500,000 to offset potential revenue shortfalls during the start-up period and local marketing assistance in the amount of \$150,000 to help offset startup costs for new air service on a reimbursement basis (the grant expires January 12, 2018). This grant was a critical element in obtaining the announcement by American Airlines to start commercial flight service in Sonoma County.

The proposed Agreement with American uses the template drafted through the negotiations with Alaska Airlines and is for a five year term, with a one year renewal option, allows for up to three departures per day, and includes \$500,000,000 insurance coverage. The Agreement includes Airport incentives in addition to those offered from the DOT grant, which are the waiver of Airport fees including landing fees, terminal rents, aircraft parking fees and joint use fees for 12 months for the commitment of one flight per day and increases to 24 months if American increases to two more flights per day. The waiver of airport fees is a commonly offered incentive from airports and per Federal Aviation Administration

guidelines can extend up to 24 months in duration. As part of the approval of this agreement, it is requested that the Airport Manager be authorized to execute any other documents associated with this Agreement, most notably the approval of the DOT required Disability Accommodation Statement and the Affiliate Operator Agreement in accordance with the terms of this proposed Agreement.

American's operations will also add revenue to the Airport's Enterprise Fund through passenger facility charges and residual revenues from their passengers (e.g. fuel flowage fees, parking revenues, rental car operators, restaurant, etc.) and other airline amenities and they will pay the airline fees included in the fee schedule once the waiver period is completed. The success and growth of American will in turn, provide additional income to the Airport. The anticipated calendar year income from American is also outlined below in Fiscal Impacts.

Airport Master Plan and Air Transportation Element

The agreements for Alaska and American are in compliance with the current Master Plan for the Airport and the Air Transportation Element of the Sonoma County General Plan approved by the Board on January 24, 2012. The agreements allow for additional flights to be added in response to passenger demand, and the maximum flights available to each airline complies with the Master Plan and Air Transportation Element limitations of no more than 21 departures per day. Service planes for both Alaska and American meet the noise restriction requirements of the Air Transportation Elements required of the County's 2020 General Plan prepared by the Permit and Resources Management Department (PRMD).

The Airport is in the process of designing a new long-term parking lot with construction anticipated to commence in the summer of 2017 to address additional parking demand. In addition, the Airport is in the process of designing a terminal expansion which will add between 19,000 to 28,000 square feet to the existing terminal to facilitate growing passenger traffic, with anticipated completion in second quarter 2019.

Legal Authority

Both Airline Operator Agreements include terms for the lease of certain space in the terminal for office, ticket counters and operational needs at the Airport for the respective airlines' operational needs. The Board of Supervisors has authority under California Government Code section 25536 to enter into a lease of County property for airport purposes for a term of less than 99 years without compliance with the procedural processes of Government Code sections 25520 et seq. upon a 4/5 vote.

It is requested that the Chair execute the agreements with Alaska Airlines and American Airlines to continue and enhance commercial airline service at the Airport.

Prior Board Actions:

December 10, 2013: Agenda Item #43 Airport Operator Agreement and Lease – Consent to Assignment of Rights and Obligations Under Commercial Airlines Operator Agreement and Lease Form Between Horizon Air Industries, Inc. and Alaska Airlines, Inc.; January 24, 2012: Agenda Item #46 Adopt resolutions certifying the Final Environmental Impact Report, General Plan Amendments and approving the updated Airport Master Plan; March 1, 2011: Agenda Item #10 Second Amendment to the Airport Operating Agreement and Lease.

Strategic Plan Alignment Goal 3: Invest in the Future			
This action supports the Airport's mission is to successfully manage a key component of the County's transportation infrastructure and continue to be a significant contributor to a strong and diverse economy that supports job growth and job retention for Sonoma County. It advocates for a well maintained transportation and facility network that promotes mobility, health and safety, connectivity and convenience.			
Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There are no additional fiscal impacts to Airport operations as a result of these agreements at this time, there may be cumulative impacts from airline operations that will result in fiscal impacts and those will be addressed in the FY 17/18 budget process. The estimated revenues resulting from the agreements annually are: \$1.1M from Alaska and \$170K from American in calendar year 2017. In the future direct revenue to the Airport after the landing fees waiver period is estimated at \$85,000.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
There are no staffing impacts to the Airport associated with the agreements.			

Attachments:
Related Items "On File" with the Clerk of the Board:
Alaska Airlines Operating and Lease Agreement with Exhibits A-N. American Airlines Operating and Lease Agreement with Exhibits A-O.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 51
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: February 21, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Nikolas Klein, 707-565-5312

Supervisorial District(s):

Countywide

Title: Pension Reform Ad Hoc Committee

Recommended Actions:

- (A) Approve the scope and charter for the County's 2016 Pension Ad Hoc Committee.
- (B) Establish a new 2017 Independent Citizen's Pension Advisory Committee.
- (C) Approve the scope and charter for the 2017 Independent Citizen's Pension Advisory Committee.
- (D) Delegate to the Pension Ad Hoc Committee co-chairs the ability to recommend Independent Citizen's Pension Advisory Committee appointees. The co-chairs' recommended appointees will be presented to the full Board for approval as a consent item at a future meeting.

Executive Summary:

The Board of Supervisors ("Board") has adopted Pension Reform as one of its key priorities, with a goal of ensuring a fair, equitable, and sustainable pension system for taxpayers and employees alike. The Board has approved three over-arching goals for pension reform: contain costs; maintain market competitiveness and workforce stability; and improve accountability and transparency. After making progress toward its reform goals, the Board established the Independent Citizens Advisory Committee on Pension Matters ("Independent Citizen's Committee") in September 2015, and charged it with evaluating the County's efforts to date and also proposing new reform strategies and approaches. The Citizen's Committee completed its work in July 2016 with submission of its report to the Board. In response, the Board created a new Pension Ad Hoc Committee (Supervisors Zane and Rabbitt appointed) to lead the next phase of pension reform efforts and address recommendations from the July 2016 Citizen's Committee report.

This item requests approval of the charter and scope for the 2016 Pension Ad Hoc Committee, which will guide the next phase of reform efforts, establish a work plan, and act upon several key recommendations from the July 2016 Citizen's Committee report. The scope of work includes the following: (1) a pension reform work plan; (2) developing new recommendations for paying unfunded liability costs and improving equity; (3) a feasibility analysis and options for implementing a hybrid retirement plan with defined-benefit and defined-contribution components; (4) a communications

program for pension matters, including improved reporting to enhance transparency; (5) new or revised cost containment measures; and (6) an approved charter for a new Independent Citizen's Pension Advisory Committee. To accomplish the last item, this report also requests Board approval of the recommended charter for the 2017 Independent Citizen's Committee.

The report of the 2015 Citizen's Committee recommended establishing an ongoing advisory committee to provide transparency and public accountability on pension matters. In response to this recommendation, the Pension Ad Hoc proposes convening a new Independent Citizen's Advisory Committee. The recommended scope for the 2017 Independent Citizen's Committee is intended to improve accountability and transparency of the County's pension reporting, and provide a way for the County to engage citizens in the process of developing and refining the County's pension reform strategies. This item also asks the Board to delegate to the Pension Ad Hoc Committee co-chairs the ability to recommend Independent Citizen's Pension Advisory Committee appointees. The Pension Ad Hoc co-chairs will seek to balance prior committee experience with diverse perspectives as they come up with their member recommendations. The Pension Ad Hoc co-chairs' recommended appointees will be presented to the full Board for approval as a consent item at a future meeting.

Discussion:

Background

The Board of Supervisors formed the original Pension Ad Hoc Committee (Supervisors David Rabbitt and Shirlee Zane) in February 2011 to address the unsustainable course that Sonoma County pension costs had been on throughout the prior decade. The 2011 Pension Ad Hoc analyzed the County's pension issues and developed a comprehensive report to define the County's pension reform goals. The report highlighted several policy goals and strategies to reduce Sonoma County's pension costs and ensure a fair, equitable, and sustainable pension system. The Board received the Pension Ad Hoc's report in November 2011 and adopted the goals and strategies therein, including: cost containment; maintaining market competitiveness and workforce stability; and improving accountability and transparency.

County staff subsequently worked on implementing the strategies, and presented a progress report to the Board in January 2015 to communicate significant accomplishments achieved since 2012. To date, significant accomplishments include: (1) avoiding an estimated \$178 million of costs due to implementation of lower retirement tiers, negotiating with labor groups to eliminate pension spiking, and extending employee supplemental contribution towards unfunded liabilities; (2) increasing employees' contributions towards normal cost; (3) supporting lowering of the pension system discount rate from 8.0% to 7.25%; (4) advancing \$3.5 million to pay down unfunded liability; and (5) convening an independent citizen's advisory committee.

Continuing efforts on transparency, an Independent Citizen's Committee was convened in September 2015 to review the County's progress to date, develop a description of the pension system that would be more accessible to the general public, and suggest new pension reform strategies for consideration. The committee completed its work in July 2016. It acknowledged the work that had been done, produced the pension system description, and included a number of findings and recommendations. The committee also added suggestions for further definition, tracking, measurement, and reporting

efforts on some of the Board's existing strategies. The committee submitted its report to the Board of Supervisors in July 2016, which included the following key recommendations:

Short Term Recommendations:

1. Adopt and demonstrate a higher sense of urgency in pension reform efforts by:
 - a. Defining an appropriate level of retirement benefits.
 - b. Defining the County's level of sustainable pension costs.
 - c. Tracking progress toward the goal with specific checkpoints.
 - d. Engaging the employee unions in order to achieve mutual goals.
2. Aggressively pursue the sharing of pension costs with employees.
3. Establish an ongoing citizen advisory committee.
4. Establish a robust, well documented, annual reporting process.

Long Term Recommendations:

1. Implement a new tier that is a hybrid plan of defined benefits and defined contributions.
2. Work on efforts to reform pension laws at the state level.

Subsequently, the Board created a new Pension Ad Hoc Committee, appointing the 2011 Ad Hoc Supervisors (Rabbitt and Zane) to provide leadership for the next phase of implementation efforts, including addressing the 2015 Independent Citizen's Committee's suggestions among this work.

Approve the Pension Ad Hoc Committee Work Scope

The recommended scope for the 2016 Pension Ad Hoc is intended to: (1) provide an overall framework for the next phase of reform efforts by defining a work plan; (2) further work under existing goals and strategies (i.e., cost containment and improving accountability and transparency); and (3) address several of the aforementioned recommendations from the Citizen's Committee report. The 2016 Pension Ad Hoc will work on the following deliverables, many of which will be addressed in a final report to the Board of Supervisors planned for December 2017:

- 1) Create a new work plan for implementing the Board's current high priority pension reform goals and addressing the recommendations of the 2015 Independent Citizen's Committee. The following scope items will inform the work plan:
 - a) Recommend approaches for reducing the County's Unfunded Actuarial Accrued Liability (UAAL) associated with pension costs, i.e., advanced payments towards UAAL and/or sharing the UAAL pension cost burden between employer and employees.
 - b) Assess the feasibility of, and possible approaches for, creating a hybrid retirement model that consists of defined-benefit and defined-contribution plan components.
 - c) Develop community focused resources, including more robust annual reports, to provide transparency to the public surrounding pension matters.

d) Monitor and provide recommendations on legal developments that impact local pension systems.

2) Develop a scope and charter for a new Independent Citizen's Committee.

3) Revisit the County's 10% of total compensation cost containment target.

The full charter for the 2016 Pension Ad Hoc Committee is provided as **Attachment 1** to this summary report. The Ad Hoc Committee would be supported by staff from the County Administrator's Office, Human Resources, County Counsel, and the Auditor-Controller-Treasurer-Tax Collector. It is also anticipated that support will be required from outside consultants with relevant actuarial and legal expertise.

Establish a New Independent Citizen's Pension Advisory Committee

The Board established the 2015 Independent Citizens Advisory Committee on Pension Matters for a limited duration of nine months to accomplish a specific scope of work. The Pension Ad Hoc recognizes the valuable insights, ideas, and contributions of the former Citizen's Committee, and it recommends creating a new committee to support the County's ongoing pension reform efforts. The 2016 Pension Ad Hoc recommends that the Board convene a new Independent Citizen's Committee and charge it with work that will help enhance the County's pension reporting and improve accountability and transparency. The following proposed work for the committee is anticipated to take 20 months to accomplish:

1) Review the County's annual "State of the Retirement System" Report (to be developed by staff). Review and evaluate the report's contents for accuracy and clarity, ask questions of staff, and provide feedback or suggestions for additional content and copy edits to improve readability and transparency. This effort will include reviewing the initial September 2017 report, as well as the September 2018 annual report, and is the primary driver for the anticipated duration of the committee.

2) Review and provide input on any new or revised pension reform strategies and approaches proposed by the Pension Ad Hoc as part of its anticipated December 2017 work plan and report.

As part of the aforementioned review of the Pension Ad Hoc's report and work plan, the Citizen's Committee may also propose new pension reform strategies for consideration. The Pension Ad Hoc will review any additional suggested strategies and incorporate them as appropriate in its report to the Board of Supervisors. The proposed charter for the new Citizen's Committee is provided as **Attachment 2** to this summary report.

The Pension Ad Hoc considered a number of options for the structure and membership of the reconvened 2017 Independent Citizen's Committee. The original 2015 committee included seven members; however, after considering different options, the Pension Ad Hoc decided to reduce it to five members, in order to improve efficiency, ease administrative coordination efforts, and reduce costs—while still allowing for a broad range of ideas and perspectives. The decision to reduce the number of

members to five total is also consistent with one of the options recommended in the July 2016 Citizen's Committee report.

The Pension Ad Hoc also considered different options for the composition of the five members. Due to the steep learning curve and time commitment involved with the work, and in order to preserve historical knowledge and ensure some continuity of effort, the Ad Hoc chairs suggest that at least two members of the 2015 Independent Citizens Advisory Committee on Pension Matters be given priority appointments to the new committee. In response to criticisms that the July 2016 Citizen's Committee report did not present a balanced or diverse perspective, the Ad Hoc chairs are also considering changing the structure of the 2017 Citizen's Committee to add new members from the community. Adding new members also has the benefit of engaging other interested community members, and giving them an opportunity to contribute new ideas and apply their unique perspectives to the pension problem. The next phase of pension reform will focus on items that impact labor negotiations (i.e., assessing hybrid retirement plan approaches and sharing unfunded liability costs); therefore, the Pension Ad Hoc may recommend appointing one or more new members who have knowledge of labor relations and bring a labor perspective to promote balanced discussions. These appointees would not be associated with any of the County's past or present employee labor groups. The Pension Ad Hoc may also consider appointing an early career individual with relevant knowledge, interests, or experience who could bring a fresh perspective to pension reform efforts. All members must be from Sonoma County and possess an aptitude for dealing with complex financial information. To ensure objectivity, members must not be affiliated with, participating in, nor a beneficiary of, the Sonoma County Employees' Retirement Association pension system. By leveraging the knowledge of original committee members and the perspectives of new appointees, the 2017 Independent Citizen's Committee would help ensure that the Pension Ad Hoc and Board continue to develop and pursue creative, practical, fair, and achievable reform solutions.

Based on the committee's scope, it is expected to convene approximately 12 meetings over a period of 20 months. The committee's meetings would be subject to the requirements of the Ralph M. Brown Act for conducting open and public meetings. The Committee may form individual workgroups (of less than a quorum) to address specific work deliverables. The workgroups would not be subject to Brown Act requirements and have the option to meet more frequently. Members will be paid a stipend of \$100 per committee meeting attended. The stipend does not apply to individual workgroup meetings when less than a quorum is present. The Citizen's Committee would receive administrative support from the County Administrator's Office, with as-needed analytical support provided by subject matter experts from Human Resources, the County Administrator's Office, Auditor-Controller-Treasurer-Tax Collector, County Counsel, and the Sonoma County Employees' Retirement Association (SCERA). Because the Citizen's Committee would be considered an independent entity under the Board of Supervisors, County staff would not direct its work.

Prior Board Actions:

11-15-2016: Appointed Supervisors Shirlee Zane and David Rabbit to serve as co-chairs of the new Pension Ad Hoc Committee.

07-12-2016: Received the Independent Citizen's Committee's Final Report.

09-22-2015: Approved the Independent Citizen's Committee charter and appointed all seven members.

04-21-2015: Approved formation of the Independent Citizen’s Committee and directed staff to start the application and selection process.

01-27-2015: Received a staff update on Pension Reform efforts initiated in November 2011.

11-08-2011: Received a report from the Board’s Ad Hoc Committee on Pension Reform, and directed staff to initiate the strategies contained within the report.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Goal 4: Civic Services and Engagement:

The Citizen’s Committee will be comprised of members from the general public who are not County employees, nor connected with the County’s pension system in any way. The charter for the committee will give members of the public an opportunity to influence policy decisions affecting the County’s retirement system. The committee’s work will also improve the County’s transparency and accountability with respect to pension matters.

Goal 2: Economic and Environmental Stewardship:

Implementing pension reform, with a goal of ensuring a fair, equitable, and sustainable pension system, will benefit all current and future taxpayers, employees, and retirees.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	50,000	186,000	4,000
Additional Appropriation Requested	0		
Total Expenditures	50,000	186,000	4,000
Funding Sources			
General Fund	50,000	186,000	4,000
State/Federal	0	0	0
Fees/Other	0	0	0
Use of Fund Balance	0	0	0
Contingencies	0	0	0
Total Sources	50,000	186,000	4,000

Narrative Explanation of Fiscal Impacts:

The total estimated multi-year budget to complete the respective scopes of work detailed in the Pension Ad Hoc and Citizen’s Pension Advisory Committee charters is \$240,000. Refer to **Attachment 3** for budget details by committee, fiscal year, and line item.

Budget by Committee

The total budget for the Ad Hoc’s work effort is estimated to be \$218,000 over 12 months, spanning FY 2016-17 and FY 2017-18. The Ad Hoc’s budget assumes \$100,000 for actuarial support, \$46,000 for legal

expenses, and \$72,000 for County staff support. The total budget for the Independent Citizen’s Committee work is estimated to be \$21,000 over 20 months, spanning fiscal years 2016-17 through 2018-19. The committee’s budget assumes \$6,000 for member stipends, \$12,000 for County staff support, and \$3,000 for webpage support.

Budget by Fiscal Year

The total estimated budget of \$50,000 in FY 2016-17 includes \$35,000 of staff support for the Pension Ad Hoc, which would be covered under the County Administrator’s baseline salaries and benefits budget. The budget also includes \$12,000 for Ad Hoc legal expenses, and \$3,000 for Citizen’s Committee member stipends and staff support. Both items would be financed by an existing \$50,000 budget appropriation in Non-Departmental designated for pension reform committee activities; therefore, no additional budget adjustment is required.

The total estimated budget of \$186,000 in FY 2017-18 includes \$37,000 of staff support for the Pension Ad Hoc, which would be covered under the County Administrator’s baseline salaries and benefits budget. The \$186,000 budget also includes \$134,000 for Ad Hoc legal expenses and actuarial support, and \$15,000 for Citizen’s Committee member stipends and staff support. These line items would require General Fund financing of \$134,000 to be budgeted in Non-Departmental.

The total estimated cost of \$4,000 in FY 2018-19 covers Citizen’s Committee member stipends and staff support. These costs would require General Fund financing of \$4,000 to be budgeted in Non-Departmental.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

- Attachment 1 - Pension Ad Hoc Committee Charter
- Attachment 2 - Citizen’s Pension Advisory Committee Charter
- Attachment 3 – Budget Estimate for Pension Ad Hoc and Citizen’s Pension Committees

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

None.

**County of Sonoma
2016 Pension Reform Ad Hoc Committee
Charter/Scope of Work
(Board Report - Attachment 1)**

I. Background

The Board of Supervisors (“Board”) formed the original Pension Ad Hoc Committee (“Ad Hoc”) in February 2011. Supervisors David Rabbitt and Shirlee Zane served as Co-Chairs. The 2011 Pension Ad Hoc analyzed the County’s pension issues and developed a comprehensive report to articulate the County’s pension reform goals. The report highlighted several policy goals and strategies to reduce Sonoma County’s pension costs and ensure a fair, equitable, and sustainable pension system. The Board received its report in November 2011 and adopted the goals and strategies therein, including: cost containment; maintaining market competitiveness and workforce stability; and improving accountability and transparency. County staff subsequently worked on implementing the strategies, and the Board received a progress report on January 27, 2015 of significant accomplishments achieved. The Board created the Independent Citizen’s Advisory Committee on Pension Matters to review progress to date, help develop materials to more easily explain the pension system and process to the general public, and offer any additional recommendations for further pension reform efforts. On July 12, 2016, the Board received the committee’s report, and staff began formulating a plan for the next phase of pension reform. On November 15, 2016, the Board created a new Pension Ad Hoc Committee to guide the County's strategy for implementing the next phase of reforms.

II. Committee Duration

The Pension Ad Hoc Committee will be convened for a limited term through December 31, 2017, unless extended by the Board of Supervisors.

III. Committee Members

On November 15, 2016, the Board Chair appointed two members to serve on the committee: David Rabbitt, Second District Supervisor, and Shirlee Zane, Third District Supervisor.

IV. County Department, Other Agency, and Consulting Resources

The following County staff will support the work of the Pension Ad Hoc Committee:

- Sheryl Bratton, County Administrator;
- Chris Thomas, Assistant County Administrator (Interim), and successor;
- Rebecca Wachsberg, Deputy County Administrator; and
- Nikolas Klein, Administrative Analyst.

As-needed subject matter support may also be provided by staff from Human Resources, Auditor-Controller-Treasurer-Tax Collector, County Counsel, and the Sonoma County Employees’ Retirement Association. Possible support from outside consultants or contractors (i.e., analytical, actuarial, or legal services) may also be utilized.

County of Sonoma
2016 Pension Reform Ad Hoc Committee
Charter/Scope of Work
(Board Report - Attachment 1)

V. Scope of Effort and Deliverables

The Pension Ad Hoc Committee will guide the next phase of the County's pension reform efforts by accomplishing the following objectives, which will be addressed in a final report to the full Board of Supervisors with a target completion date of December 2017:

- 1) Pension Reform Work Plan: Create a new work plan for implementing the Board's current high priority pension reform goals and addressing the recommendations of the original Citizen's Committee. The work plan should identify: future action steps, staff resources required, contract resources required, desired outcomes, deliverables, limitations and constraints, and target completion dates.

Deliverable: Recommended Work Plan incorporated into the Committee's final report and approved by the full Board of Supervisors.

Target Completion Date: December 2017

- a. Recommend new approaches for paying unfunded liability costs and improving equity: Recommend approaches for reducing the County's Unfunded Actuarial Accrued Liability (UAAL) associated with pension costs, i.e., advanced payments towards UAAL and/or sharing the UAAL pension cost burden between employer and employees. Proposed employee cost sharing arrangements should also take into consideration existing inequities caused by different retirement tiers and the retirement system's current cost of living adjustments (COLA) policy.

Deliverable: Recommendations will be incorporated into the final report.

- b. "Hybrid" Plan Feasibility Analysis: In addition to other cost containment efforts, the Pension Ad Hoc Committee's November 2011 report and the Citizen Committee's July 2016 report both recommended the County pursue a new retirement benefit tier built upon a hybrid model, which would combine defined benefit and defined contribution plans. The Pension Ad Hoc will work with staff to assess the feasibility of, and possible approaches for, creating a hybrid retirement plan model with or without enabling legislation.

Deliverable: The Pension Ad Hoc's final report will include a feasibility analysis for implementing a hybrid plan, and a recommended strategy for the County to pursue.

- c. Develop a Communications Program for Pension Information: Develop a new communications program to help achieve the goal of improving accountability and transparency. The communications program would include three main components:
 - i. An informational handout to communicate pertinent information about Sonoma County's pension system to be updated annually thereafter by County staff. The handout would use facts and figures to address common misconceptions regarding the pension system, how it works, and its impact. The document should explain concepts clearly and be easily understood by members of the public.

Target Completion: May 2017.

County of Sonoma
2016 Pension Reform Ad Hoc Committee
Charter/Scope of Work
(Board Report - Attachment 1)

- ii. Improve upon past staff pension reports by developing a comprehensive annual “State of the Retirement System” report that is informative, understandable, consistent, and accessible to members of the public. This report is anticipated to be a joint effort with the Sonoma County Employees’ Retirement Association.
Target Completion: September 2017.

 - iii. Recommended updates to the County website to communicate pertinent information and data related to pensions. The content would be geared towards members of the general public.
Target Completion: December 2017 as part of the Pension Ad Hoc’s report.

 - d. Monitor Legal Developments: Monitor and provide recommendations on legal developments that impact local pension systems. Work may entail reviewing the status and outcomes of applicable state or federal court cases that may provide opportunities for further pension reform.
Deliverable: Recommendations and/or analysis of legal developments will be incorporated into the Committee’s final report.
- 2) Establish a New Independent Citizen’s Advisory Committee: Develop a recommended scope and charter for a new Citizen’s Committee. The charter should address the scope of work, membership (number of individuals and desired skills), length of term, staff support, and resources required. Identify and appoint members to the committee.
Deliverable 1: Recommended charter approved by the full Board of Supervisors.
Target Completion Date: February 21, 2017
Deliverable 2: Board appointment of Committee members.
Target Completion Date: February 21, 2017 or thereafter as directed by the Board.
- 3) Cost Containment Target: The 2011 Pension Ad Hoc’s report established a cost containment goal of reducing the County’s annual pension costs to 10% of total compensation within 10 years. Given actual experience over the past few years, and recommendations by the Citizen’s Committee to reconsider use of this target ratio, the Pension Ad Hoc will revisit the value and use of this cost containment goal. The Pension Ad Hoc will develop a recommendation to either reaffirm the original 10% in 10 years target or add new cost containment measures.
Deliverable: The recommendation will be included in the Pension Ad Hoc report.
Target Completion Date: December 2017

VI. Stakeholders

- Board of Supervisors
- All County citizens
- County employees, employee groups, and retirees participating in the pension system
- Taxpayer advocacy groups
- Sonoma County Employees’ Retirement Association
- Independent Citizen’s Pension Advisory Committee

County of Sonoma
2017 Independent Citizen's Pension Advisory Committee
Charter/Scope of Work
(Board Report - Attachment 2)

I. Background

In November 2011, the Sonoma County Board of Supervisors ("Board") approved several policy goals and strategies to reduce Sonoma County's pension system costs and ensure a fair, equitable, and sustainable local pension system. The Board approved three over-arching goals for pension reform: contain costs; maintain market competitiveness and workforce stability; and improve accountability and transparency. Under the goal of improving transparency, one of the strategies called for establishing an Independent Citizen's Committee to review and propose policy changes to control pension costs. To that end, in September 2015, the Board formed the Independent Citizen's Advisory Committee on Pension Matters ("Citizen's Committee"), and appointed seven members.

The Board established the original Citizen's Committee for a limited duration of nine months and charged it with producing a written report to address three specific areas: (1) evaluating the County's progress towards achieving its stated pension reform goals; (2) developing a brief summary of the County's pension system and the roles and responsibilities of governing bodies; and (3) proposing new pension reform recommendations for the Board's consideration. The committee's final report communicated its members' findings and recommendations culminating from their effort to study, analyze, and evaluate the County's pension reform efforts since 2012. The committee's work concluded on July 12, 2016 with submission of its final report. This charter outlines the scope for a reactivated committee, hereafter renamed the Citizen's Pension Advisory Committee.

II. Committee Profile

Appointing Authority: All member appointments must be approved by majority vote of the Sonoma County Board of Supervisors.

Membership: Comprised of five members who meet the following criteria:

- Resident of Sonoma County.
- Possesses an aptitude for dealing with complex financial information.
- Not affiliated with, participating in, nor a beneficiary of, the Sonoma County Employees' Retirement Association (SCERA) pension system.
- Upon initial appointment, and annually thereafter, will comply with requirements to submit a California Fair Political Practices Commission Form 700, Statement of Economic Interests.

Term Length: Appointees will serve a term of 20 months, ending no later than October 31, 2018.

Priority Appointments: Due to the steep learning curve and time commitment involved with understanding pension systems, at least two members of the former Independent Citizens Advisory Committee on Pension Matters will be given priority appointments to the new Citizen's Committee.

New Appointments: Staff will assist the Board of Supervisors with identifying and appointing any new members.

County of Sonoma
2017 Independent Citizen's Pension Advisory Committee
Charter/Scope of Work
(Board Report - Attachment 2)

III. Committee Duration

Upon majority approval of the Board of Supervisors, the Citizen's Committee will be convened for a limited duration of approximately 20 months, ending no later than October 31, 2018. Any extension of the Committee must be authorized by the Board of Supervisors.

IV. Committee Meetings

Conduct of Meetings: Meetings will be facilitated by a Chair, selected by majority vote of the committee members. Shortly after its initial meeting, members must draft and adopt the committee's By-Laws, Conflict of Interest Code, and Ethics Policy. Meetings of the Committee shall be conducted in an orderly fashion. The Committee may refer to "Robert's Rules of Order" for assistance in developing procedures to ensure orderly conduct. Three of the five Committee Members must be present at any given meeting to constitute a quorum.

Brown Act: Meeting agendas will be made available to the public in advance, and meetings will be conducted in compliance with the open public meeting requirements of the Ralph M. Brown Act (Government Code Section 54950, *et seq.*).

Meeting Frequency: It is anticipated that the full Citizen's Committee will meet approximately twelve (12) times over the next 20 months, as follows: (1) two initial meetings to appoint committee officers, and establish by-laws, conflict of interest code, and ethics policy; (2) four meetings devoted to member education and relevant presentations; (3) two meetings to review and provide feedback on the County's anticipated September 2017 State of the Retirement System Report; (4) two meetings to review and provide feedback on the anticipated December 2017 Pension Ad Hoc Report; and (5) two meetings to review and provide feedback on the County's future September 2018 State of the Retirement System Report. The Committee may form individual workgroups comprised of a subset of members (less than a quorum) to accomplish specific work deliverables. The smaller workgroups would not be subject to Brown Act requirements and may meet more frequently.

V. Committee Support and Resources

The Citizen's Committee will receive administrative meeting support from the County Administrator's Office, with as-needed analytical support provided by subject matter experts from departments: County Administrator's Office, Human Resources, Auditor-Controller-Treasurer-Tax Collector, County Counsel, and the Sonoma County Employees' Retirement Association. County staff will not be allowed to direct the committee's work in any way, because it reports directly to the Board of Supervisors in an advisory capacity.

Given the committee's scope (refer to Section VI. below), it is not expected to utilize services from outside consultants or contractors (i.e., analytical, actuarial, or legal).

County of Sonoma
2017 Independent Citizen's Pension Advisory Committee
Charter/Scope of Work
(Board Report - Attachment 2)

VI. Scope of Effort and Deliverables

The following scope for the new Citizen's Committee is intended to improve accountability and transparency of the County's pension reporting, and provide a way for the County to engage citizens in the process of developing and refining its pension reform strategies:

- 1) Review "State of the Retirement System" Report: County staff will build upon past pension reports to develop a comprehensive annual "State of the Retirement System" report that is informative, understandable, and accessible to members of the public. The report would be presented to the Board of Supervisors annually in September following the close of the preceding fiscal year. Staff will provide an advanced copy of the draft report to Committee members prior to presentation to the Board of Supervisors. Committee members will have the opportunity to review and evaluate the report's contents for accuracy and clarity, ask questions of staff, and provide feedback or suggestions for additional content and copy edits to improve readability and transparency.
- 2) Review New County Pension Reform Strategies: The Committee will review, analyze, and advise on any new or revised pension reform strategies and approaches proposed by the Pension Ad Hoc as part of its anticipated December 2017 work plan and report. The Citizen's Committee members will be afforded the opportunity to provide feedback to the Pension Ad Hoc and suggest revisions.

As part of the aforementioned review of the Pension Ad Hoc's December 2017 report and work plan, the Citizen's Committee may also propose new pension reform strategies for consideration. The Pension Ad Hoc will review any additional suggested strategies and incorporate them as appropriate in its report to the Board of Supervisors.

VII. Stipend and Travel Costs

Members will be paid a stipend of \$100 per committee meeting attended. The stipend does not apply to individual workgroup meetings when less than a quorum is present.

No travel is anticipated; however, should the need for travel arise, members will be reimbursed in accordance with the County's Administrative Policy 3-2 for Travel and Meal Reimbursements.

VIII. Stakeholders

- Board of Supervisors
- All County citizens
- County employees, employee groups, and retirees participating in the pension system
- Taxpayer advocacy groups
- Sonoma County Employees' Retirement Association

County of Sonoma
Budget Estimate - Pension Ad-Hoc Committee and Citizen's Pension Advisory Committee
(Board Report - Attachment 3)

2017 Independent Citizen's Advisory Pension Committee

Member Stipends	Members	FY 16-17 Meetings	FY 17-18 Meetings	FY 18-19 Meetings	Total Meetings	Rate	FY 16-17 Cost	FY 17-18 Cost	FY 18-19 Cost	Total Cost	Basis of Estimate Notes/Assumptions
Learning/presentations	5	2	2	0	4	\$100	\$1,000	\$1,000	\$0	\$2,000	\$100 stipend per member, per meeting.
Review Annual Report	5	0	3	2	5	\$100	\$0	\$1,500	\$1,000	\$2,500	\$100 stipend per member, per meeting.
Review Ad Hoc Report	5	0	3	0	3	\$100	\$0	\$1,500	\$0	\$1,500	\$100 stipend per member, per meeting.
Sub-Total Member Stipends	2	8	2	2	12		\$1,000	\$4,000	\$1,000	\$6,000	

County Support	FY 16-17 Hours	FY 17-18 Hours	FY 18-19 Hours	Total Hours	Rate	FY 16-17 Cost	FY 17-18 Cost	FY 18-19 Cost	Total Cost	Basis of Estimate Notes/Assumptions
Staff Administrative Meeting Support	12	48	12	72	\$62	\$744	\$2,976	\$744	\$4,464	Hourly rate assumes Administrative Aide job class. Per meeting hours include coordination, scheduling, preparation, website content management, and drafting minutes.
Staff Analytical Support	12	52	18	82	\$93	\$1,116	\$4,836	\$1,674	\$7,626	Hourly rate assumes Admin Analyst III job class. Per meeting hours assumes 4 to attend meetings and approve timecards. Also includes hours for ad-hoc tasks such as coordination with Pension Ad Hoc, and facilitating review of the State of the Retirement Report and the Pension Ad-Hoc Report.
Staff Legal Support	0	0	0	0	\$0	\$0	\$0	\$0	\$0	None anticipated.
IT/Webpage Support	2	18	2	12	\$150	\$300	\$2,700	\$300	\$3,300	Website content updates only, including ADA remediation. No major website redesign.
Consultant work						\$0	\$0	\$0	\$0	No consulting support anticipated.
Sub-Total County Support	26	118	32	166		\$2,160	\$10,512	\$2,718	\$15,390	
Total Expenditures - Citizen's Committee						\$3,160	\$14,512	\$3,718	\$21,390	

Financing Sources	FY 16-17	FY 17-18	FY 18-19	Total
Non-Departmental (General Fund)	3,160	14,512	3,718	21,390
County Administrator Baseline Budget (General Fund)	0	0	0	0
Total Financing Sources - Citizen's Committee	3,160	14,512	3,718	21,390

2016 Pension Ad Hoc Committee

Staff Support	FY 16-17 Hours	FY 17-18 Hours	FY 18-19 Hours	Total Hours	Rate	FY 16-17 Cost	FY 17-18 Cost	FY 18-19 Cost	Total Cost	Basis of Estimate Notes/Assumptions
Staff Analytical Support	375	400	0	775	\$93	\$34,875	\$37,200	\$0	\$72,075	Hourly rate assumes Administrative Analyst III job class. Includes estimated hours for: meeting support, work plan development, report writing, drafting charters, hybrid plan feasibility research and analysis, cost sharing research and analysis, contract administration, other directed research, development of communications materials and annual reports, and Board items.
Staff Legal Support	30	70	0	100	\$260	\$7,800	\$18,200	\$0	\$26,000	Assist with unfunded liability legal research, hybrid plan research, and monitoring legal developments.
IT/Webpage Support	0	30	0	30	\$150	\$0	\$0	\$0	\$0	Updates to the County's website for communications program.
Contract Services - Actuarial Support						\$0	\$100,000	\$0	\$100,000	\$100k to assess impact of unfunded liability approaches, and to assess potential hybrid plan cost savings (\$50k each)
Contract Services - Legal						\$4,000	\$16,000	\$0	\$20,000	Legal consultant support with subject-matter expertise in public pension systems.
Total Expenditures - Pension Ad Hoc						\$46,675	\$171,400	\$0	\$218,075	

Financing Sources	FY 16-17	FY 17-18	FY 18-19	Total
Non-Departmental (General Fund)	11,800	134,200	0	146,000
County Administrator Baseline Budget (General Fund)	34,875	37,200	0	72,075
Total Financing Sources - Pension Ad Hoc	46,675	171,400	0	218,075

FUNDING SUMMARY

Expenditures	FY 16-17	FY 17-18	FY 18-19	Total
Total Expenditures - Citizen's Committee	3,160	14,512	3,718	21,390
Total Expenditures - Pension Ad Hoc	46,675	171,400	0	218,075
Grand Total Expenditures	49,835	185,912	3,718	239,465

Financing Sources	FY 16-17	FY 17-18	FY 18-19	Total
Non-Departmental (General Fund)	14,960	148,712	3,718	167,390
County Administrator Baseline Budget (General Fund)	34,875	37,200	0	72,075
Grand Total Financing Sources (General Fund)	49,835	185,912	3,718	239,465

PENSION REFORM AD HOC & INDEPENDENT CITIZEN'S COMMITTEE



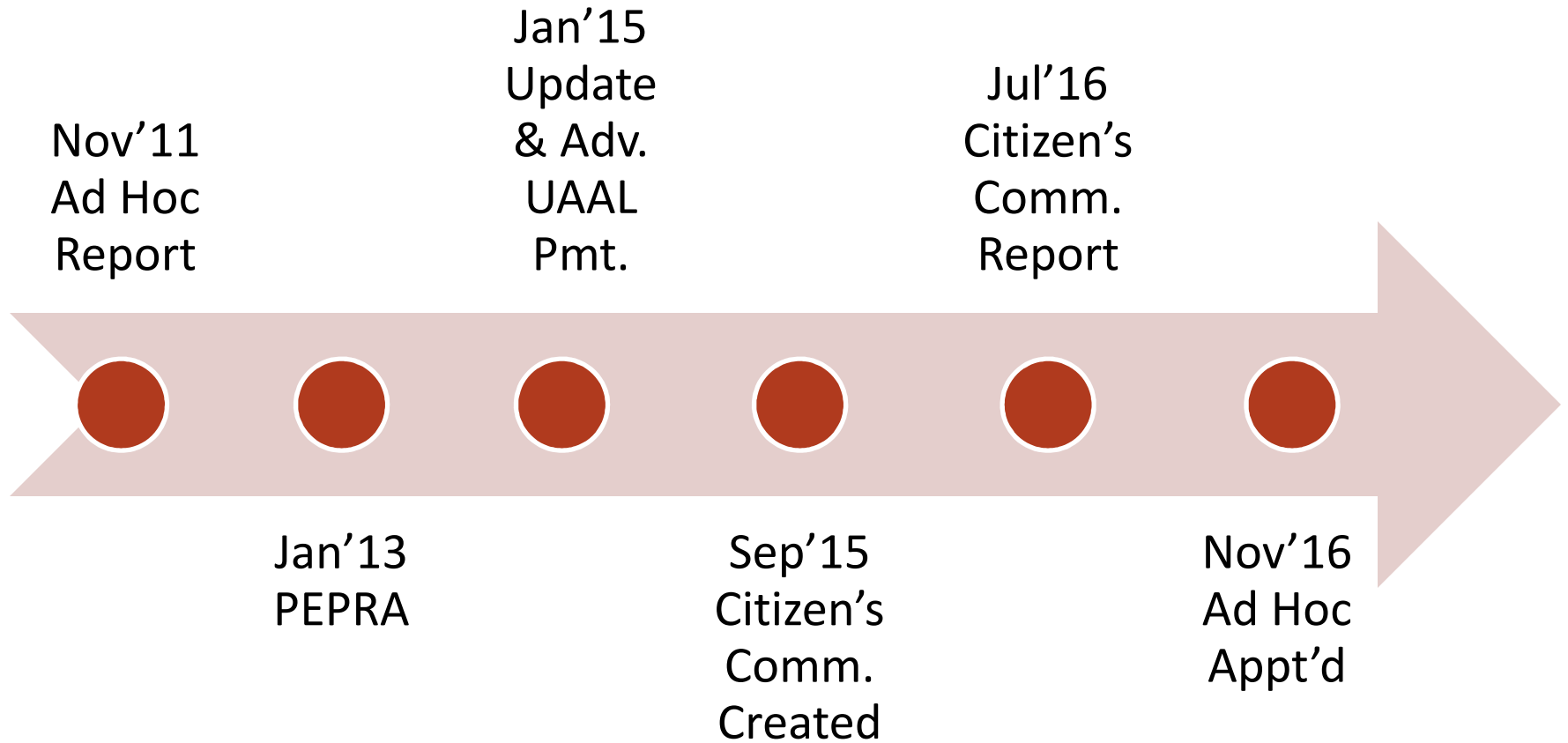
Recommended Actions

- A. Approve 2016 Pension Ad Hoc Charter
- B. Establish new Independent Citizen's Pension Advisory Committee
- C. Approve 2017 Citizen's Committee charter
- D. Appointees will be a future consent item

Values and Goals

- **Values – Fair, Equitable, and Sustainable**
- Three Goals recommended:
 - 1) Contain Costs;
 - 2) Maintain Market Competitiveness and Workforce Stability; and
 - 3) Improve Accountability and Transparency.

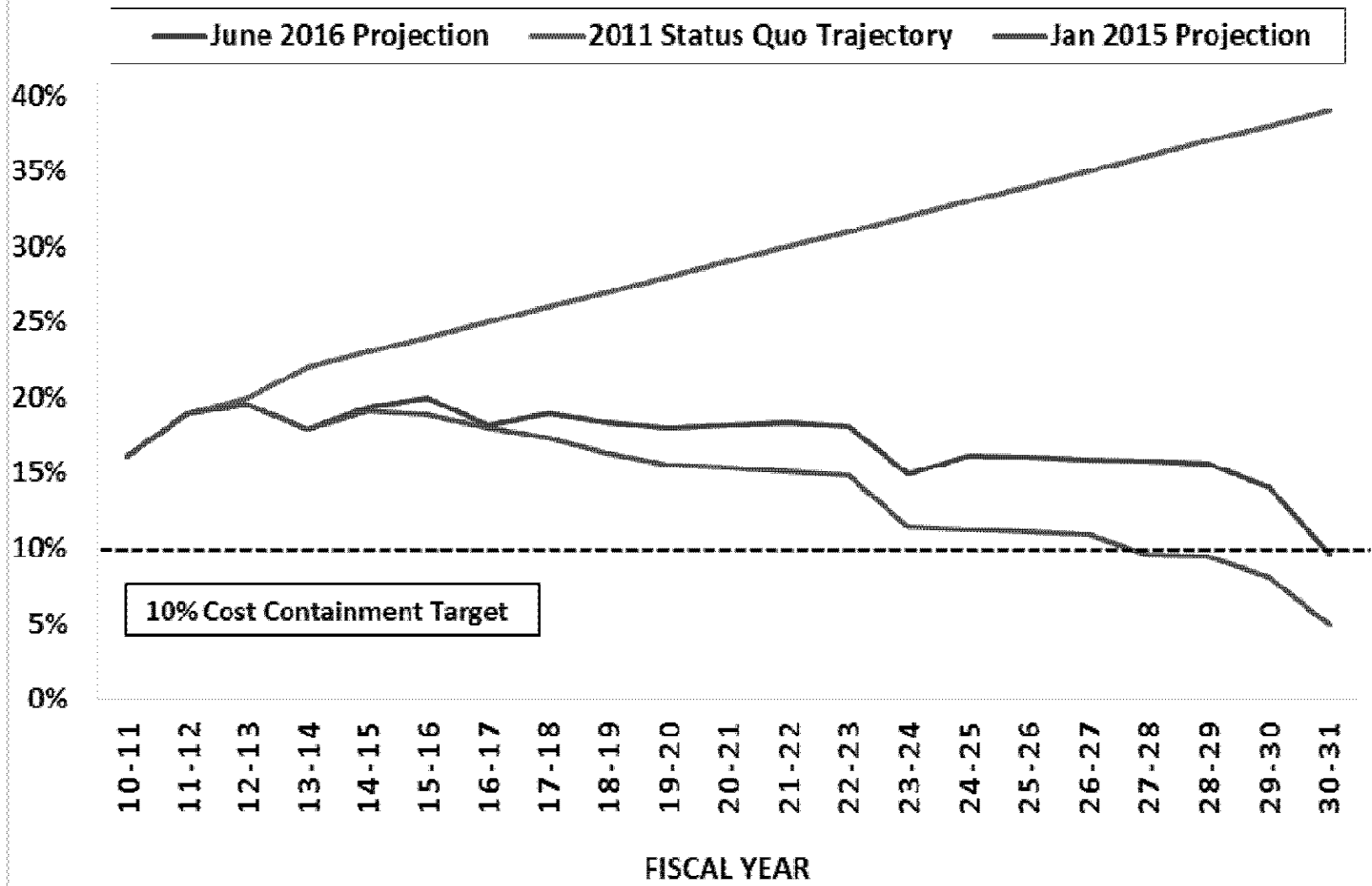
Pension Reform Timeline



Key Accomplishments to Date

1. Implemented lower PEPPRA retirement tiers
2. Eliminated pension spiking
3. Extended employee supplemental contributions towards unfunded liabilities
4. Increased legacy employees' normal cost sharing (target 50/50 by 2018)
5. Advanced \$3.5 million towards unfunded liability
6. Established an Independent Citizen's Committee.

PROJECTED PENSION COSTS (% OF TOTAL COMPENSATION)



The Path Forward

- 2016 Pension Ad Hoc established to lead the next phase of reform efforts
- Convene a new Independent Citizen's Committee focused on improving accountability and transparency.



Pension Ad Hoc Charter

- November 2016 through December 2017
- December 2017 report will address:
 - Work plan for implementing priority goals
 - Assess feasibility of creating a hybrid retirement plan.
 - Reduce the County's unfunded liability burden associated with pension costs
 - Develop community focused resources, including more robust annual reports, to improve transparency to the public.
- Monitor legal developments that impact pensions
- Create a new Independent Citizen's Committee.
- Revisit the County's 10% of total compensation cost containment target.

Citizen's Committee Charter

- 5 members; 12 meetings over 20 months.
- Review the County's "State of the Retirement System" Report (to be developed by staff).
- Review report's contents for accuracy and clarity, ask questions of staff, and provide feedback or suggestions.
- Include reviewing the initial September 2017 report, as well as the September 2018 annual report.
- Review and provide input on any new or revised pension reform strategies in the December 2017 Pension Ad Hoc Report.

Questions & Discussion