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

TUESDAY MAY 2, 2017 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

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 Board of Directors of the Northern Sonoma County Air Pollution Control District, the Sonoma County Public Finance Authority, and as the governing board of all special districts having business on the agenda to be heard this date. Each of the foregoing entities is a separate and distinct legal entity.

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

**AGENDAS AND MATERIALS:** Agendas and most supporting materials are available on the Board's website at <a href="http://www.sonoma-county.org/board/">http://www.sonoma-county.org/board/</a>. 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 <a href="mailto:bos@sonoma-county.org">bos@sonoma-county.org</a> 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.

#### 8:30 A.M. CALL TO ORDER

#### PLEDGE OF ALLEGIANCE

#### I. APPROVAL OF THE AGENDA

(Items may be added or withdrawn from the agenda consistent with State law)

#### II. CONSENT CALENDAR

#### ECONOMIC DEVELOPMENT BOARD

- 1. Fiscal Year 2017-18 Annual Tourism Assessment Report
  - (A) Accept the Sonoma County Tourism Bureau's annual tourism assessment report to support the continuation of the tourism assessment in fiscal year 2017-18; and
  - (B) Adopt a resolution of intent to schedule a public hearing on May 16, 2017 to consider the report and to continue the assessment as levied without change for the Sonoma County Tourism Improvement Area in fiscal year 2017-18.

#### **GENERAL SERVICES**

- 2. Main Adult Detention Center Roof Replacement Phase 2
  Award a construction contract with Best Contracting Services, Inc. for the Main Adult Detention Facility Roof Replacement Phase 2 project in the amount of \$955,000, to preserve the life of the property asset and use cool roof design that will save energy.
- 3. Maintenance Agreement Between Sonoma County Employees Retirement Association and General Services Department
  Authorize the Director of General Services Department to enter into an agreement to provide maintenance services to Sonoma County Employees Retirement Association for a term of four years with initial revenue of \$20,608.

#### GENERAL SERVICES/HEALTH SERVICES

- 4. New Lease for Department of Health Services at 5350 Old Redwood Highway, Suite 600, Petaluma; and Lease Amendment at 1360 North McDowell Boulevard, Petaluma to support safety net services
  - Authorize multiple actions relating to a new lease with Cornerstone Properties SA, LLC, for 6,361 square feet of office space, located at 5350 Old Redwood Highway, Suite 600, Petaluma for the purposes of providing clinical treatment and specialty mental health treatment services to south-County clients and extend the existing lease term at 1360 North McDowell Blvd. Petaluma to enable tenant improvements at the new location.
  - (A) Authorize the Clerk of the Board to publish a notice, declaring the Board's intent to execute a short-term lease amendment with Circle V Daytona, LLC, to extend the current lease term (which expires May 31, 2017 through January 31, 2018, at the current rental rate of \$6,938 per month (\$83,257 per year) (\$1.86 per sq. ft.), for 3,736 sq. ft. of office space located at 1360 North McDowell Boulevard, Petaluma;

- (B) Authorize the Clerk to publish a notice, declaring the Board's intention to execute a lease with Cornerstone Properties SA, LLC, for 6,361 sq. ft. of office space, located at 5350 Old Redwood Highway, Suite 600, Petaluma, for an initial rental rate of \$10,496 per month (\$125,948 per year) (\$1.65 per sq. ft.), which is subject to adjustment as more particularly described in the lease, for an initial term of 10 years, with two, 5-year options to extend the term; and
- (C) Authorize the General Services Director to execute a letter-agreement whereby the Landlord will prepare architectural construction drawings and apply for building permits prior to the potential execution of the proposed lease and approval by the Board.

#### **PROBATION**

5. Professional Services Agreement for Functional Family Therapy
Authorize the Chief Probation Officer to execute a Professional Services Agreement with
Petaluma People Services Center to provide Functional Family Therapy to delinquent youth and
their families for a term of May 2, 2017 through June 30, 2020, in an amount of \$642,652
(\$202,943 annually), and to execute up to two one-year contract renewal options up to a
maximum contract value of \$1,048,537.

#### **REGIONAL PARKS**

6. Youth Exploring Sonoma Coast – Coastal Conservancy Grant
Adopt a resolution accepting a \$44,000 grant from the State Coastal Conservancy, for the Youth
Exploring Sonoma Coast program to develop and implement youth programs in parks to increase
access to the Sonoma Coast, and authorizing the Regional Parks Director to execute and
administer the grant agreement.

#### **BOARD OF SUPERVISORS**

7. Approve the Minutes of the Meetings of February 7, 2017, February 14, 2017 and February 21, 2017

#### APPOINTMENTS/ REAPPOINTMENTS

- 8. Appoint Rocio Rodriguez to the Commission on Human Rights to serve a two year term beginning May 2, 2017 and ending May 2, 2019. (Fourth District)
- 9. Re-appointment of Mike Bojanowski, Richard O'Connell, Eric Seabrook, Peter Daly, Randolph Collins, and Jerry Eddinger to the Board of Building Appeals for 4 year terms. (Permit and Resource Management Department)

#### PRESENTATIONS/GOLD RESOLUTIONS

#### PRESENTATIONS AT THE BOARD MEETING

(Gold resolutions are presented in the afternoon session at 1:30 P.M.)

10. Adopt Gold Resolution declaring May 2017 Foster Parent Recognition Month in Sonoma County. (Human Services)

- 11. Adopt a Gold resolution declaring May 2017 to be CalFresh Awareness Month in Sonoma County. (Human Services)
- 12. Adopt a Gold resolution proclaiming May 2017 as Health Care District Month in Sonoma County. (Health Services)
- 13. Adopt a Gold resolution proclaiming May 2017 as Mental Health Matters Month in Sonoma County. (Health Services)
- 14. Adopt a Concurrent Gold Resolution Commending Chris DeGabriele (Sonoma County Water Agency & Board of Supervisors)

#### PRESENTATION ON A DIFFERENT DATE

15. Adopt a resolution honoring Linda Vesco Anderson for over 30 years of Service to the Emergency Medical Care Council on the occasion of her retirement on April 24, 2017. (Fifth District)

#### III. REGULAR CALENDAR

#### COMMUNITY DEVELOPMENT COMMISSION

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

- 16. Funding awards for FY 2017-18 from Community Development Block Grant, HOME Investment Partnerships, Emergency Solutions Grant, Community Services Fund, Low/Moderate-Income Housing Asset Fund and Winter Shelter funds.
  - (A) Approve the One Year Action Plan for FY 2017-18 that contains recommendations, for funding community development, housing and homelessness projects through the U.S. Department of Housing and Urban Development; and approve recommended funding awards for the Community Services Fund, Low-and Moderate-Income Housing Asset Fund, State Emergency Solutions Grant funds, and Winter Shelter funds, as detailed in the attached Supplemental Page.
  - (B) Authorize the Executive Director to execute forms, certifications, agreements, and otherwise act to award and distribute the funds, as detailed in the attached Supplemental Page

#### **HEALTH SERVICES/HUMAN SERVICES**

17. Aging Together Sonoma County Update
Accept an update from the Aging Together Sonoma County initiative.

#### TRANSPORTATION AND PUBLIC WORKS

18. Regional Solid Waste Planning
Accept the annual report for the period January 1, 2016 to December 31, 2017 from Republic
Services of Sonoma County, Inc., required under the terms of the Master Operations Agreement.

#### **BOARD OF SUPERVISORS**

- 19. Approve a Permit and Resource Management Department fee waiver in the amount of \$270.00 for the Penngrove Social Fireman 4<sup>th</sup> of July Parade to be held on July 2, 2017. (Second District)
- 20. Approve rent reduction for Kindergym program at the Guerneville Veterans Memorial Building (A) Authorize a partial fee waiver and approve rent reduction for the Kindergym program, operated by River to Coast and providing enrichment services for children aged zero to six, at the Guerneville Veterans Memorial Building in the amount of \$4,885 for their program through December 26, 2017.
  - (B) Authorize the Chair to execute Amended Rental Agreement with Kindergym. (Fifth District)

#### 21. PUBLIC COMMENT ON CLOSED SESSION ITEMS

#### IV. CLOSED SESSION CALENDAR

- 22. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation Transportation and Public Works' Director. (Government Code Section 54957(b)(1)).
- 23. The Board of Supervisors, the Board Of Directors of the Water Agency, the Board Of Commissioners of the Community Development Commission, and the Board Of Directors Of The Agricultural Preservation And Open Space District will consider the following in closed session: Conference with Labor Negotiators: Agency Negotiators: Christina Cramer/Carol Allen, County of Sonoma, and Rick Bolanos, Liebert Cassidy & Whitmore. Employee Organizations: All. Unrepresented employees: All, including retired employees. (Government Code section 54957.6).
- 24. The Board of Supervisors will consider the following in closed session: Initiation of litigation pursuant to subdivision (d)(4) of Section 54956.9. Dry Creek Rancheria Band of Pomo Indians
- 25. The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Real Property Negotiator Govt. Code §54956.8 Direction to Real Property Negotiator regarding the potential sale or long term lease of County owned land. Property: 117 acres located on or around 3313, 3322, 3323, 3325, 3333, and 3410 Chanate Road, and Belvedere Way, Santa Rosa, CA., APN No's: 180-090-001; 180-090-002; 173-130-038 (Belvedere Way); 180-090-003; 180-090-004; 180-090-005; 180-090-006; 180-100-001; 180-100-029; 180-090-016; 180-090-009; 180-090-010; 180-090-008; 180-090-007; 180-820-010 and 180-820-009. Negotiators: For District: Bill Keene, General Manager For County: Caroline Judy, General Services Director. For the Purchaser: William P. Gallaher, Managing Member, Chanate Community Development Partners LLC. Under Negotiation: Terms and conditions of the potential sale or lease of the Property.
- 26. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiator Govt. Code §54956.8 Direction to Real Property Negotiator regarding the potential sale or long term lease of County owned land. Property: 117 acres located on or around 3313, 3322, 3323, 3325, 3333, and 3410 Chanate Road, and Belvedere Way, Santa Rosa, CA., APN No's: 180-090-001; 180-090-002; 173-130-038 (Belvedere Way); 180-090-003; 180-090-004; 180-090-005; 180-090-006; 180-100-001; 180-090-010; 180-090-008; 180-090-007; 180-820-010 and 180-820-009. Negotiators: For County: Caroline Judy, General Services Director. For District:Bill Keene, General Manager. For the Purchaser:William P. Gallaher, Managing Member, Chanate Community Development Partners LLC. Under Negotiation: Terms and conditions of the potential sale or lease of the Property.

- V. REGULAR AFTERNOON CALENDAR
- 27. RECONVENE FROM CLOSED SESSION
- 28. REPORT ON CLOSED SESSION
- 29. REPORT ON SPECIAL CLOSED SESSION HELD ON FRIDAY, APRIL 28, 2017
- VI. BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS
- VII. 1:30 P.M. PRESENTATIONS/GOLD RESOLUTIONS
- 30. <u>2:00 P.M.</u> 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 twenty 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.)

#### **COUNTY ADMINISTRATOR**

- 31. County and Agencies Estimated Budgeting Fund Balances and Restrictions
  Accept report of funds governed by the Board of Supervisors and Board of Directors, confirming classifications and identifying FY 2016-17 year-end fund balances.
- 32. 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)

33. **ADJOURNMENT** 

**NOTE:** The next Board Meeting will be a Regular Meeting held on May 9, 2017 at 8:30 a.m.

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

May 9, 2017 – Public Hearing – Fee Schedule Adjustment- County Administrator's Office.

May 16, 2017 – Public Hearing – Sewer Rates and Written Report of Changes- Sonoma County Water Agency.

May 16, 2017 – Public Hearing – Sonoma County Tourism Business Improvement Area Assessment- Economic Development Board.



#### County of Sonoma Agenda Item Summary Report

Summary Rep

#### Agenda Item Number: 1

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

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

To: Sonoma County Board of Supervisors

**Board Agenda Date:** May 2, 2017 **Vote Requirement:** Majority

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

Staff Name and Phone Number: Supervisorial District(s):

Ben Stone: (707) 565-7170 / EDB Paula Johnson: (707) 522-5808 / SCT

**Title:** Fiscal Year 2017-18 Annual Tourism Assessment Report

#### **Recommended Actions:**

(1) Accept the Sonoma County Tourism Bureau's annual tourism assessment report to support the continuation of the tourism assessment in fiscal year 2017-18; and

ΑII

(2) Adopt a resolution of intent to schedule a public hearing on May 16, 2017 to consider the report and to continue the assessment as levied without change for the Sonoma County Tourism Improvement Area in fiscal year 2017-18.

#### **Executive Summary:**

We are requesting that the Board accept the Sonoma County Tourism's annual tourism assessment report to support the continuation of the tourism assessment in fiscal year 2017-18 and adopt a resolution to schedule a public hearing on May 16, 2017 to consider the report and the continuation of the tourism assessment without change. Full acceptance of the report is a two-step process, which requires this initial acceptance of the annual tourism assessment report followed by a noticed public hearing which will occur in conjunction with a full presentation of this report before the Board in two weeks.

In accordance with the ordinance and state law, the Sonoma County Tourism Bureau has submitted to the Sonoma County Board of Supervisors, an Annual Report for Fiscal Year 2017-18. The Report contains information on the activities and corresponding expenditures to carry out in Fiscal Year 2017-18. The Report also contains a budget showing projected revenue from assessments and all other sources sufficient to carry out the services, programs, and activities set forth in the plan. Staff finds the Tourism Bureau to be in compliance with all the requirements of the ordinance and agreement.

#### **Discussion:**

On November 2, 2004, the Sonoma County Board of Supervisors adopted the ordinance creating the Sonoma County Tourism Business Improvement Area (Business Improvement Area) in various cities and in the unincorporated areas of the county. Under the ordinance, lodging establishments generating

annual room revenue of \$350,000 or more must pay an assessment equal to 2% of such revenue. Proceeds from assessments are used to pay for marketing and other efforts to increase overnight visitors to the county.

Sonoma County Treasurer-Tax Collector collects the BIA assessment from all qualifying entities in the unincorporated areas of the County and also remittances from member cities, which include the Cities of Santa Rosa, Rohnert Park, Petaluma, Cloverdale, Cotati, and Sebastopol, and the Town of Windsor. The City of Sonoma and the City of Healdsburg have not approved consent resolutions to join the BIA.

In addition to BIA funds, the Sonoma County Tourism Bureau receives funding from the County of Sonoma's Transient Occupancy Tax (TOT) through the Advertising Program. TOT is authorized under State Revenue and Taxation Code Section 7280, as an additional source of non-property tax revenue to local government. This tax is levied in Sonoma County at a rate of 12% for accommodations at lodging and camping facilities in the unincorporated areas of the County. TOT funds are discretionary, in that the Board of Supervisors may direct use of these funds for any legitimate county expense. The Measure L Ad Hoc is currently reviewing the use of TOT funds in Sonoma County, and will be bringing forward Advertising Program policy recommendations for the consideration of the full Board of Supervisors by July 2017.

#### **BIA Background**

In January 2005, the Board appointed five members to the Sonoma County Tourism Business Improvement Area Advisory Board which is charged with advising the Board of Supervisors on the amount of the Area's Assessments and on the services, programs and activities to be funded by the Assessments, and in February 2005, appointed eight (8) of the 22-member body to the Sonoma County Tourism Bureau (Tourism Bureau) Board of Directors. The Tourism Bureau is a private, non-profit organization dedicated to increasing overnight stays in Sonoma County.

In June 2005, the Sonoma County Board of Supervisors executed an agreement with the Tourism Bureau to carry out services, activities, and programs promoting tourism to Sonoma County, funded by assessments from within the Business Improvement Area.

In 2011, the Sonoma County Board of Supervisors amended the ordinance that formed the Business Improvement Area, appointing Tourism Bureaus board of directors to also serve as the advisory board for the Business Improvement Area. This decision was based on recommendations of the 2010 County audit of the organization.

In accordance with the ordinance and state law, the Tourism Bureau has submitted to the Sonoma County Board of Supervisors, an Annual Report for Fiscal Year 2017-18. The Report contains information on the activities and corresponding expenditures to carry out in Fiscal Year 2017-18. The Report also contains a budget showing projected revenue from assessments and all other sources sufficient to carry out the services, programs, and activities set forth in the plan. Staff finds the Tourism Bureau to be in compliance with all the requirements of the ordinance and agreement.

#### **Findings and Recommendations**

The Tourism Bureau, in its capacity as the Advisory Board, recommends that the Board accept and confirm this Annual Report and continue the assessments as levied without change for the Business Improvement Area in Fiscal Year 2017-2018 pursuant to the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code section 36535(d) et seq.), subject to the following findings and recommendations:

- 1) That the boundaries of the Business Improvement Area should remain the same, with the recognition that the cities of Santa Rosa, Petaluma, Rohnert Park, Sebastopol, Cloverdale and Cotati, and the Town of Windsor, have not withdrawn their consent to be included within the boundaries of the Business Improvement Area.
- 2) That Tourism Bureau continue to serve as the Advisory Board for the Business Improvement Area.
- 3) That the method and basis of levying the assessment remain unchanged and continue in Fiscal Year 2017-2018.
- 4) That the revenues generated by the assessment be used in accordance with the requirements of Sonoma County Code section 33-4 to conduct marketing activities including funding of programs, services, and activities outside of the County designed to increase the number of overnight visits to the County.
- 5) That Tourism Bureau has retained the services of Dillwood & Burkle, LLP, an independent certified public accounting firm, to audit the Tourism Bureau's finances and it concluded in its Independent Auditor's Report that there were no material weaknesses or significant audit findings in relation to Business Improvement Area program.

#### Activities, Marketing, Advertising, and Public Relations Program Expenditures

The type of activities intended to be funded by the Tourism Bureau's Business Improvement Area assessment and Transient Occupancy Tax revenues include:

(1) advertising; (2) marketing materials and distribution; (3) tradeshows and sales missions; (4) sales and marketing promotions; (5) destination development; (6) research and development; (7) public relations; (8) sales and marketing tools; (9) labor; and (10) administrative expenses.

#### **Purpose and Specific Benefit**

Business Improvement Districts are important to California's economy and provide a number of tourism-related services to California's tourism industry, including marketing of assessed businesses, tourism promotion, and special events to attract tourists. Sonoma County Code section 33-4 requires that revenues from Business Improvement Area assessments must be used to conduct marketing activities designed to increase overnight visits to the area. The term "area" is defined as the territory within the boundaries of the Business Improvement Area, and the term "marketing activities" is defined as activities designed to market the area as a tourist destination, including the expenditure of funds to place advertising in any media, conduct public relations campaigns, perform marketing research, promote conventions and trade shows, and foster improved contacts within the travel industry, for the purpose of promoting tourism within the area. Revenues from assessments may be used for programs, services, and activities outside the area, if such programs, services, and activities are designed to promote and encourage overnight visits to the area. Revenues from assessments may also be used to pay the ongoing administrative costs associated with the marketing activities.

The focus on increasing overnight visits to the area constitutes a specific benefit to the lodging establishments that pay the assessments. The fact that others may receive incidental benefits from the expenditure of assessments, such as restaurants serving more patrons, does not change the characterization of assessments as a specific benefit to lodging establishments because no additional cost is imposed on the lodging establishments to provide those incidental benefits.

#### **Written and Oral Protests**

In advance of the public hearing, written protests may be submitted to Clerk of the Board, County of Sonoma, 575 Administrative Drive, Room 100A, Santa Rosa, CA 95403 by 5:00 p.m. on May 15, 2017. At the public hearing, the Board will consider all protests, both written and oral, presented to the Board prior to the close of the hearing.

The Sonoma County Board of Supervisors is requested to accept the Annual Assessment Report for Fiscal Year 2017-18, and to adopt a resolution to schedule a public hearing on May 16, 2017 to consider the report and the continuation of the tourism assessment for the Board's final approval.

#### **Prior Board Actions:**

12/15/16 – 2016 Sonoma County Tourism Annual Report and Resolution Continuing the Program and Assessments as Levied Without Change for the Sonoma County Tourism Business Improvement Area Through June 30, 2017.

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

The Sonoma County Tourism Bureau strives to enhance the value of local, domestic, and international demand for Sonoma County produced goods and to promote tourism and growth in Sonoma County.

## Fiscal Summary FY:

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

#### **Funding Sources**

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

#### **Narrative Explanation of Fiscal Impacts:**

For Fiscal Year 2017-2018 (July 1, 2017 through June 30, 2018), BIA assessment revenue for all participating entities is projected to be \$5,027,854. Per ordinance, Sonoma County Treasurer-Tax Collector maintains a special

fund designated as the "Sonoma County Tourism Business Improvement Area Fund" to place all collected assessments before remitting to the Sonoma County Tourism Bureau. Sonoma County Treasurer-Tax Collector retains a two percent administrative fee for recovering the cost of collecting and administering the BIA in the unincorporated area, which totals approximately \$43,000 in annual revenue. Cities who collect BIA also retain a two percent administrative fee for the same purpose to recover their costs to perform this service.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	<b>Deletions</b> (Number)
Narrative Explanation of Staffing Impacts	(If Required):		
Traine Explanation of Starming Impacts	, in nequirea,		
Attachments:			
Attachment 1: FY2017-18 Annual Assessm Attachment 2: Resolution of Intent Attachment 3: Sonoma County Tourism B	·	and Independent A	auditor's Report

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



#### SONOMA COUNTY TOURISM FISCAL YEAR 2017-2018 ANNUAL REPORT

### TO BE FILED WITH THE OFFICE OF THE CLERK OF SONOMA COUNTY PURSUANT TO STREETS AND HIGHWAYS CODE SECTION 36533

#### I. BACKGROUND

#### A. Sonoma County Tourism Business Improvement Area

On November 2, 2004, the Sonoma County Board of Supervisors ("Board") adopted Ordinance No. 5525 ("Ordinance") creating the Sonoma County Tourism Business Improvement Area ("SCTBIA"). Under the Ordinance, lodging establishments generating annual room revenue of \$350,000 or more during the preceding fiscal year must pay an assessment equal to 2% of such revenue. Proceeds from assessments are used to pay for activities designed to increase the number of overnight visitors to the area.

In January 2005, the Board appointed five members to the Sonoma County Tourism Business Improvement Area Advisory Board ("Advisory Board"), a body established pursuant to the Parking and Business Improvement Area Law of 1989 (Streets & Highways Code section 36500 et seq., the "Act") which is charged with advising the Board on the amount of the SCTBIA assessments and on the services, programs and activities to be funded by the assessments. In 2011, the Board amended the Ordinance, appointing the board of directors of Sonoma County Tourism Bureau, Inc. ("SCTB") to serve as the Advisory Board for the SCTBIA. This decision was based on recommendations of a 2010 County audit of the organization.

#### B. Sonoma County Tourism Bureau, Inc.

The Ordinance authorized the County to contract with a contractor to carry out the services, activities, and programs to be funded from the assessments, and designated SCTB to serve as the initial contractor. In June of 2005, the Board executed an agreement with SCTB to carry out services, activities and programs promoting tourism to Sonoma County, with funding from both SCTBIA assessments and from transient occupant tax (TOT) revenue allocated to SCTB by the Board. As noted above, in 2011, the SCTB Board of Directors was also appointed to serve as the Advisory Board.

The Ordinance requires a 22 member Board of Directors for SCTB, the composition of which must comply with a matrix that provides representation from each supervisorial district, and from each size category of lodging establishment. Appointments to the SCTB board are made on a pro rata basis in accordance with the respective contributions made to the SCTB budget by SCTBIA assessments and by County TOT allocations. The Sonoma lodging industry appoints the number of directors resulting from SCTBIA assessments, and the Board appoints the number of directors resulting from TOT allocations. Since inception, the lodging industry has appointed 14 directors and the County has appointed 8 directors. Despite changing revenues over time, this ratio remains unchanged because the County has allocated a fixed percentage of TOT revenues to SCTB, so that TOT revenues fluctuated in the same percentage as the SCTBIA assessments.

#### C. Boundaries

SCTBIA was the first county wide tourism business improvement area formed in California. For assessments to be collected from lodging establishments within the incorporated cities in the County, the councils of each City had to consent to formation of the SCTBIA. Consent was given by the Cities of Santa Rosa, Petaluma, Rohnert Park, Sebastopol, Cloverdale and Cotati, and the Town of Windsor. Accordingly, the boundaries of the SCTBIA include the territory within the boundaries of those seven cities plus all of the unincorporated territory within the County. These boundaries have remained unchanged since the SCTBIA was formed, and SCTB does not recommend any changes to the boundaries in the upcoming year.

#### D. Assessment

Lodging establishments within the boundaries of the SCTBIA generating annual room revenue of \$350,000 or more during the preceding fiscal year must pay an assessment equal to 2% of such revenue. Lodging establishments in the unincorporated territory of the County pay the assessment to the County tax collector. Lodging establishments in the municipalities that consented to formation of the SCTBIA pay the assessments to the collecting entities within their respective municipalities. Those collecting entities, in turn, remit the collected assessments to the County in accordance with written agreements between the County and each municipality. This method and basis of levying and collecting the assessment has been unchanged since the SCTBIA was formed, and SCTB does not recommend any changes in the upcoming year.

#### E. Purpose and Specific Benefit

The Ordinance requires that revenues from assessments must be used to conduct marketing activities designed to increase overnight visits to the area. The term "area" is defined as the territory within the boundaries of the SCTBIA, and the term "marketing activities" is defined as activities designed to market the area as a tourist destination, including the expenditure of funds to place advertising in any media, conduct public relations campaigns, perform marketing research, promote conventions and trade shows, and foster improved contacts within the travel industry, for the purpose of promoting tourism within the area. Revenues from assessments may be used for programs, services, and activities outside the area, if such programs, services, and activities are designed to promote and encourage overnight visits to the area. Revenues from assessments may also be used to pay the ongoing administrative costs associated with the marketing activities.

The focus on increasing overnight visits to the area constitutes a specific benefit to the lodging establishments that pay the assessments. This specific benefit is what distinguishes the assessments from taxes that are subject to voter approval requirements. The fact that others may receive incidental benefits from the expenditure of assessments, such as restaurants serving more patrons, does not change the characterization of assessments as a specific benefit to lodging establishments because no additional cost is imposed on the lodging establishments to provide those incidental benefits.

#### F. Annual Report

Pursuant to Ordinance, and in accordance with section 36533 of the Act, SCTB must present an Annual Report to the Board for its approval that includes a program of activities intended to be implemented within the SCTBIA during the upcoming fiscal year, together with an estimate of related expenditures. SCTB must also include in the Annual Report an outline of the previous year's revenues and how those revenues were spent. SCTB obtains annual audits from independent auditors each year. The most recent annual audit is submitted as part of this Annual Report, providing a detailed analysis of the sources and uses of funds. Looking forward, the annual budget for the upcoming year submitted herewith describes the anticipated revenues and expenditures. The balance of this Annual Report will provide additional information concerning programs and activities completed in the prior year, as well as those planned for

the upcoming year. The Board's consideration and requested approval of this Annual Report is the act which constitutes the levy of the assessment for the upcoming year.

### II. ANTICIPATED USE OF REVENUE

#### A. Fiscal Year 2017-2018 BIA Revenue

For Fiscal Year 2017-2018 (July 1, 2017 through June 30, 2018), BIA assessment revenue is projected to be \$5,027,854.

#### B. Fiscal Year 2017-2018 TOT Revenue

For Fiscal Year 2017-2018 (July 1, 2017 through June 30, 2018), TOT revenue to be allocated to SCTB is projected to be \$3,240,296 based on most recent County estimates.

#### C. Recommendation

SCTB, in its capacity as the Advisory Board, recommends that the Board confirm this Annual Report and continue to levy the SCTBIA annual assessment for Fiscal Year 2017-2018 pursuant to the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code section 36500 et seq.), subject to the following findings and recommendations:

- 1) That the boundaries of the SCTBIA should remain the same, with the recognition that the cities of Santa Rosa, Petaluma, Rohnert Park, Sebastopol, Cloverdale and Cotati, and the Town of Windsor, have not withdrawn their consent to be included within the boundaries of the SCTBIA.
- 2) That SCTB continue to serve as the Advisory Board for the SCTBIA.
- 3) That the method and basis of levying the assessment remain unchanged, and in accordance with the terms of the Ordinance in fiscal year 2017 2018.
- 4) That the revenues generated by the assessment be used in accordance with the requirements of the Ordinance to conduct marketing activities designed to increase the number of overnight visits to the County.
- 5) That SCTB has retained the services of Dillwood & Burkle, LLP, an independent certified public accounting firm, to audit the SCTB finances and it concluded in its Independent Auditor's Report that there were no material weaknesses or significant audit findings in relation to SCTB.

#### D. Activities, Marketing, Advertising, and Public Relations Program Expenditures

The type of activities intended to be funded by the SCT BIA/TOT revenues include:

(1) advertising; (2) marketing materials and distribution; (3) tradeshows and sales missions; (4) sales and marketing promotions; (5) destination development; (6) research and development; (7) public relations; (8) sales and marketing tools; (9) labor; and (10) administrative expenses.

#### D. Activities, Marketing, Advertising, and Public Relations Program Expenditures (cont.)

#### 1. Advertising

SCT advertises in markets likely to yield overnight visits, driving consumers to trackable channels to increase marketing opt-ins. Strategy is to place a mix of paid content modules along with traditional ads, increase engagement with social media platforms and increase alignment with key advertising partners. The integrated "Sonoma Passion" campaign will showcase the diversity of the area (coast, redwoods and rivers, vineyards and valleys) and experiences to extend visitor stays. Ad messaging will encourage visitors to see more of the total county during their stay. Ad campaigns will be divided among brand advertising that runs year-round, and concentrated campaigns to yield overnight visitation during Oct-Dec and Jan-April, as well as mid-week.

#### 2. Marketing Materials and Distribution

To promote the diversity of Sonoma County visitor experiences and encourage overnight visitation, SCT uses fresh imagery and advertising customized to the audience to inspire travelers. An online strategy that stresses deep content as well as an offline strategy that includes a combined run of 500,000 annual maps and guides serve to influence potential visitors to choose Sonoma County. Additional materials include sales brochures and collateral for use promoting mid-week, off-season visitation to meeting planners, weddings and travel trade.

#### 3. Tradeshows and Sales Missions

Assessments will assist the DMO with funding tradeshows, sales missions and client events. These events will include attendance by qualified meeting planners from across the United States and Canada. These activities are intended to help generate room nights and qualified meeting and tour and travel leads. It is expected that Travel Industry Sales will generate qualified lodging and service business leads from Tour Operators for those hospitality/tourist related businesses within Sonoma County. Assessments will assist with funding the operation of satellite sales offices in Southern California, Washington DC, Chicago, Sacramento and Texas with the objective of specifically targeting meeting and group business.

#### 4. Sales and Marketing Promotions

The activities to market and sell Sonoma County to our three core segments (leisure travel, meetings and groups, and tourism trade) are funded through these assessments. Funds are used for representation in target markets, education and awareness building among clients, incentives to bring group business in during need periods, marketing partnerships to raise awareness and gather information from future visitors, social media and email marketing, memberships in industry groups for leads and exposure and short term promotions to take advantage of ad-hoc opportunities.

#### 5. Destination Development

To sustain the tourism economy, which accounts for almost 20,000 local jobs, SCT provides programs that develop the hospitality workforce (like the Certified Tourism Ambassador program) as well as engages in community listening through the community engagement program. This year SCT will certify the 2,000<sup>th</sup> Certified Tourism Ambassador, ensuring that all visitor interactions are a positive one.

#### 6. Research and Development

To maintain competitiveness and gauge effectiveness of programs, SCT conducts ongoing research, including contracting with the Sonoma County Economic Development Board for a Tourism Research Fellow as well as purchasing customized reports from tourism researchers. SCT also conducts brand and message audits and modifies marketing and sales activities based on findings. The EDB Research Fellow also manages Sonoma County Restaurant Week with the material assistance of SCT.

#### 7. Public Relations

SCT assists thousands of journalists from around the world with stories about Sonoma County each year. Activities include visiting media to educate them, hosting qualified journalists for visits, attending events with partners like Visit California and representation in national and international markets likely to yield visitation.

#### 8. Sales and Marketing Tools

Funds for sales and marketing tools are used to subscribe to programs that produce sales leads as well as to maintain the customer relationship management systems that track clients, partners and leads.

#### 9. Labor

Labor expenses for group meeting sales activities and administrative personnel will be funded by BIA Assessments. Labor costs for marketing staff who promote the entire County will be funded by TOT revenues.

#### 10. Administrative Expenses

Administrative expenses are 100% funded by BIA Assessments. TOT funds will not be used for administrative expenses. At 9.4% of total revenues, the administrative expenses are at a level consistent with like-sized destination marketing organizations according to the Destination Marketing Association International (DMAI) annual study.

#### 11. Reserve Funding

SCTB maintains reserves to provide funds for significant future cash demands arising from both planned and unplanned events or circumstances. This allows SCTB to be prepared for emergencies and the ability to capitalize upon limited-time strategic opportunities.

#### 12. Capital Expenditures

SCTB will replace outdated computers based on its 4-year replacement schedule.

#### SONOMA COUNTY TOURISM Sources & Uses of Funds July 1, 2017- June 30, 2018

Revenue 2017-2018	Fiscal Year 2017-2018
BIA Assessments Transient Occupancy Tax Expense Reimbursements Interest Income Total Revenue Carryover from 2016 Calendar Year Total Sources	\$ 5,027,854 3,240,296 27,264 24,816 \$ 8,320,230 23,286 \$ 8,343,516
Expenditures 2017-2018	
Advertising Marketing Materials & Distribution Tradeshows & Sales Missions Sales & Marketing Promotions Destination Development Research & Development Public Relations Sales & Marketing Tools Labor Administrative Expenses Reserve Funding Capital Expenditures	\$ 1,042,550 917,900 869,206 571,200 307,568 262,200 243,460 77,500 3,091,424 783,357 160,000 17,151
Total Uses TOTAL SOURCES LESS USES	<u>\$ 8,343,516</u> \$

#### Expense Details FY 2017-2018

Advertising	Budget
Domestic	\$1,005,550
International	37,000
Total	\$1,042,550

Marketing Materials & Distribution	Budget
Photo, Video, Design & Content	\$ 363,000
Collateral Material Print & Distribution	265,000
Website	208,400
Promotional Products	81,500
Total	\$ 917,900

Tradeshows & Sales Missions	Budget
Event Fees & Expenses	\$ 428,315
Travel	297,145
Client Events	143,746
Total	\$ 869,206

Sales & Marketing Promotions	Budget
Outside Representation	\$ 152,000
Industry Education & Site Tours	113,000
Group Cash Incentives	75,000
Marketing Partnerships	67,800
Social Media Marketing	57,900
Email Campaigns	40,000
Memberships	35,500
Short Term Promotions	30,000
Total	\$ 571,200

#### Expense Details FY 2017-2018 (Cont.)

Destination Development	Budget
CTA Program	\$ 126,270
CTA Collected Fees	(22,240)
Industry Relations	127,609
Community Engagement	75,929
Total	\$ 307,568

Research & Development	Budget	
Industry Resources	\$ 55,600	
Research Studies	74,000	
County EDB Researcher	51,000	
Branding & Strategy	81,600	
Total	\$ 262,200	

Public Relations	Budget	
Media Site Tours	\$ 90,000	
Contracted Representation	70,000	
Visits to Media & Events	43,960	
Media Tools & Content	39,500	
Total	\$ 243,460	

Sales & Marketing Tools	Budget	
Sales Lead Generators	\$ 44,000	
CRM System	33,500	
Total	\$ 77,500	

#### Expense Details FY 2017-2018 (Cont.)

Labor	Budget
Wages	\$ 2,402,089
Benefits	393,504
Taxes & Workers Compensation	233,531
Temporary Help	21,800
Training & Development	30,500
Recruiting	10,000
Total	\$ 3,091,424

Administrative Expenses	Budget
Rent, Utilities, Janitorial	\$ 498,821
Sublease	(188,364)
IT, Telephone	127,585
Legal, Audit, HR Fees	113,853
Auto, Local Travel	99,880
Supplies, Equipment, Maintenance	83,140
Meetings & Retreats	24,800
Insurance, Bank Fees, Taxes	23,642
Total	\$ 783,357

## III. SCT BIA / TOT REPORTING MATRIX

#### A. Fiscal Year July 1, 2016 - March 31, 2017 + Q4 Forecast (April - June 2017)

	a.y ., = 0.0a.			Julio 2017)
Sales Leads	Results	Forecast	Forecast Total	FY 2016-17
	July 2016-	April - June 2017	FY 2016-2017	Goals:
	March 2017			
Distributed	504 leads	69 leads	573 leads	425 leads
Leads	73,152 rm nights	10,181 rm nights	83,333 rm nights	63,500 rm nights
New Business	131 leads	20 leads	151 leads	125 leads
Leads Booked	13,972 rm nights	1,400 rm nights	15,372 rm nights	15,500 rm nights
	\$35,035,000	\$5,255,250	\$40,290,250	Econ. Impact
	Est Econ Impact	Est Econ Impact	Est Econ Impact	based on actual
				#'s from leads.
Site Visits with	35 site visits	9 site visits	44 site visits	36 site visits
meeting				
professionals				

#### B. Fiscal Year July 1, 2015- June 30, 2016 Sales Reporting Metrics

Sales Leads	FY Results	FY Goals:
Distributed	477 leads	525 leads
Leads	75,597 rm nights	48,500 rm nights
New Business Leads Booked	123 leads	150 leads
	14,303 rm nights	15,500 rm nights
	\$40,600,000	Econ. Impact
	Est Econ Impact	based on actual room rates, F&B,
	Cash Incentive	etc.
	booked 24 leads	
	with \$3.8 million	
	Est Econ Impact	
Site Visits with	56 site visits	36 site visits
meeting		
professionals		

#### C. Marketing Reporting Metrics

#### FY July 1, 2016 - March 31, 2017 (3 quarters):

Sonomacounty.com Website Traffic	Sessions 1,909,920	Users 1,405,778	Pageviews 4,216,608
Visitor Guide Requests:	30,117		

#### FY July 1, 2015 – June 30, 2016:

Sonomacounty.com	Sessions	Users	Pageviews
Website Traffic	2,131,014	1,565,029	5,465,037

Visitor Guide Requests:	31,148
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Date: M	lay 2, 2017 Re	Item Number: solution Number:	
			4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Declaring Its Intention of Continuing Without Change the Levy of the Tourism Assessment on
the Lodging Businesses Located Within the Sonoma County Tourism Business Improvement
District in Fiscal Year 2017-18 and Fixing the Time and Place of a Public Hearing

Whereas, on September 14, 2004 and October 12, 2004, the Board of Supervisors adopted Resolution Nos. 04-0850 and 04-0984 establishing the Sonoma County Improvement Area pursuant to the Parking and Business Improvement Area Law of 1989, California Streets and Highway Code Section 36500 et seq. to levy an assessment to support tourism activities to benefit the lodging establishments in the Tourism Business Improvement District; and

Whereas, in compliance with the California Constitution and Streets and Highway Code section 36535(d), since the creation of the District and the levy of the tourism assessment in 2004, the nonprofit organization Sonoma County Tourism Bureau has summited an annual assessment report to document its marketing, promotional and other activities to support tourism in the Sonoma County Tourism Business Improvement District; and

Whereas, pursuant to Streets and Highways Code section 36535(d), the levy of the tourism assessment has continued without change since its establishment in 2004;

**Whereas,** the Sonoma County Tourism Bureau has submitted its annual assessment report for fiscal year 2017-18 and will make a presentation to the Board of Supervisors at a public hearing on May 16, 2017 to support the continuation of the levy of the assessment to support tourism without change;

Resolution # Date: Page 2

**Now, Therefore, Be It Resolved**, the Sonoma County Board of Supervisors has accepted the Sonoma County Tourism Bureau's annual assessment report and it is on file with the Clerk of the Board of Supervisors and available for review;

**Be It Further Resolved** the Sonoma County Board of Supervisors will conduct a public hearing on May 16, 2017 at the Board of Supervisors Chambers located at 575 Administration Drive, Room 102A, at 2:20 p.m. at which time the Tourism Bureau will make a presentation regarding its annual assessment report to support the continuation of the levy of the tourism assessment without change in fiscal year 2017-18.

Be It Further Resolved, in advance of the public hearing, written protests may be submitted to Clerk of The Board, County of Sonoma, 575 Administrative Drive, Room100A, Santa Rosa, CA 95403 by 5:00 p.m. on May 15, 2017. At the public hearing, the Board will consider all protests, both written and oral, presented to the Board prior to the close of the hearing. Each written protest shall contain a description of the business, property address, and if a person submitting the protest is not shown on the official records as the owner of the business, the protest shall contain or be accompanied by written evidence that the person submitting the protest is the owner of the business. A written protest which does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners of businesses in the District which will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to continue the tourism assessment shall be taken for a period of one year from the date of the finding by the Board of Supervisors that a majority protest exists. If the majority protest is only against the furnishing of a specific type of tourism activity within the District, that type of tourism activity shall be eliminated. If there is not a majority protest as described herein, the tourism assessment shall continue without change pursuant to Streets and Highway Code Section 36535(d).

**Be It Further Resolved,** the Clerk of the Board shall cause a copy of this Resolution to be published once in a newspaper of general circulation at least seven days prior to the date of the hearing.

#### **Supervisors:**

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

So Ordered.

(a California Not-for-Profit Corporation)

FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
For the Years Ended December 31, 2015 and 2014

Together with Independent Auditors' Report

## Sonoma County Tourism Bureau TABLE OF CONTENTS

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#### Independent Auditors' Report

To the Board of Directors of Sonoma County Tourism Bureau Santa Rosa, California

#### **Report on the Financial Statements**

We have audited the accompanying financial statements of Sonoma County Tourism Bureau, which comprise the statements of financial position as of December 31, 2015 and 2014, and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sonoma County Tourism Bureau as of December 31, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### Other Matter

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The statement of functional expenses and statement of activities by source for the years ended December 31, 2015 and 2014 are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Dillwood Burkel & Millar, LLP

Santa Rosa, California July 25, 2016

## Sonoma County Tourism Bureau STATEMENTS OF FINANCIAL POSITION

### As of December 31,

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,005,746	\$ 1,957,782
Short-term investments	2,208,332	1,842,408
Accounts receivable	1,597,468	265,711
Inventory	7,407	4,484
Prepaid expenses	151,183	179,236
TOTAL CURRENT ASSETS	4,970,136	4,249,621
NONCURRENT ASSETS		
Property and equipment, net	223,744	48,198
Other assets	54,287	100,818
Deposits	44,951	10,544
TOTAL NONCURRENT ASSETS	322,982	159,560
TOTAL ASSETS	\$ 5,293,118	\$ 4,409,181
LIABILITIES AND NET ASSETS CURRENT LIABILITIES Accounts payable Accrued expenses	\$ 279,320 312,530	\$ 368,455 349,541
The state of the s		017,011
TOTAL CURRENT LIABILITIES	591,850	717,996
NET ASSETS		
Unrestricted undesignated	2,380,091	1,528,059
Unrestricted board designated	2,321,177	2,163,126
TOTAL UNRESTRICTED NET ASSETS	4,701,268	3,691,185
TOTAL LIABILITIES AND NET ASSETS	\$ 5,293,118	\$ 4,409,181

## Sonoma County Tourism Bureau STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS

### STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS For the years ended December 31,

	2015	2014
UNRESTRICTED REVENUE AND SUPPORT		
Contracts:		
BIA Contract	\$ 4,483,100	\$ 3,931,939
TOT Contract	2,734,153	2,234,644
River promotion	-	86,274
CTA fees	29,451	32,907
Investment income	10,244	3,610
Total unrestricted revenue and support	7,256,948	6,289,374
EXPENSES		
Program expense	5,136,043	4,581,389
Management and general	1,110,822	897,578
Total expenses	6,246,865	5,478,967
CHANGES IN NET ASSETS	1,010,083	810,407
NET ASSETS AT BEGINNING OF YEAR	3,691,185	2,880,778
NET ASSETS AT END OF YEAR	\$ 4,701,268	\$ 3,691,185

## Sonoma County Tourism Bureau STATEMENTS OF CASH FLOWS

For the years ended December 31,

	2015	2014
	Increase (decrease) in cash and cash equivalents	
CASH FLOWS FROM OPERATING ACTIVITIES Increase in net assets	\$ 1,010,083	\$ 810,407
Adjustments to reconcile changes in net assets to net cash flows from operating activities:	Ţ 1,0 10,0 00	7 020,107
Depreciation and amortization	94,268	107,491
Net realized and unrealized losses	77	594
Loss on sale of equipment	405	-
(Increase) decrease in operating assets:		
Accounts receivable	(1,331,757)	(255,393)
Inventory	(2,923)	(2,097)
Prepaid expenses	28,053	(2,101)
Deposits	(34,407)	-
Increase (decrease) in operating liabilities:		
Accounts payable	(89,135)	189,125
Accrued expenses	(37,011)	(36,452)
Net cash and cash equivalents provided by (used in) operating activities	(362,347)	811,574
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(223,688)	(9,035)
Increase in investments	(366,001)	(378,583)
Net cash and cash equivalents		
used in investing activities	(589,689)	(387,618)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on capital lease obligations		(2,944)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVELANTS	(952,036)	421,012
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	1,957,782	1,536,770
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 1,005,746	\$ 1,957,782

#### NOTES TO FINANCIAL STATEMENTS For the Years ended December 31, 2015 and 2014

#### Note 1. Organization

The Sonoma County Tourism Bureau (the "Organization" or the "SCTB"), formed on January 4, 2005, is a Nonprofit Mutual Benefit Corporation formed under the Corporation Laws of the State of California. The Organization's mission is to promote Sonoma County as a premier overnight destination with unique and diverse experiences. SCTB has contracts with the county and receives funding from the Sonoma County Tourism Business Improvement Area (BIA) and the County of Sonoma Transient Occupancy Tax (TOT). Sonoma County Tourism Bureau facilitates the services, activities, and programs funded by BIA revenues, which covers all unincorporated areas of Sonoma County, as well as the cities of Cloverdale, Cotati, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, and Windsor. The Organization's revenues received from TOT must be spent to promote tourism throughout Sonoma County.

#### Note 2. Summary of Significant Accounting Policies

#### **Basis of Presentation**

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Net assets, revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions.

#### **Classification of Net Assets**

Accounting principles generally accepted in the United States of America require that SCTB report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Accordingly, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence or nature of any donor restrictions. Upon expiration of a donor stipulation, or accomplishment of a donor's intended purpose, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statements of Activities as net assets released from restrictions. SCTB had no temporarily or permanently restricted net assets as of December 31, 2015 and 2014. The Organization maintains Board designated funds within unrestricted net assets for various purposes, which are further discussed in Note 6.

#### **Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires Management to make estimates and assumptions based on Management's knowledge and experience. Those estimates affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amounts of revenue, support and expenses. The use of Management's estimates primarily relate to the collectability of accounts receivable, valuation reserve on inventory, and depreciable lives of property and equipment. Actual results could differ from these estimates.

#### NOTES TO FINANCIAL STATEMENTS For the Years ended December 31, 2015 and 2014

#### Note 2. Summary of Significant Accounting Policies, continued

#### Cash and Cash Equivalents

SCTB considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents, except when a restriction is imposed, which limits the investment's use to long-term.

Cash is held in demand accounts at banks, and cash balances may exceed the federally insured amounts during the year. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

#### Fair Value Measurements

Fair value of an investment is the amount that would be received to sell the investment in an orderly transaction between market participants at the measurement date. Market price observability is impacted by a number of factors, including the type of investment and the characteristics specific to the investment. Investments with readily available active quoted prices or for which fair value can be measured from actively quoted prices generally will have a higher degree of market price observability and a lesser degree of judgment used in measuring fair value. Investments measured and reported at fair value are classified and disclosed in one of the following categories:

- Level 1: Valuation based on quoted market prices in active markets for identical assets or liabilities that the Organization has the ability to access.
- Level 2: Valuations based on pricing inputs that are other than quoted prices in active markets which are either directly or indirectly observable.
- Level 3: Valuations are derived from other valuation methodologies, including pricing models, discounted cash flow models, and similar techniques.

The categorization of an investment within the hierarchy is based on the pricing transparency of the investment and does not necessarily correspond to the Organization's perceived risk of that investment.

#### **Investments**

Investments are comprised of fixed income securities, carried at fair value, based on quoted prices in active markets (Level 2 measurements). Interest income is included as an increase in unrestricted net assets since its use is unrestricted.

Investments are held at various banks with varying degrees of insurance. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on investments.

#### NOTES TO FINANCIAL STATEMENTS For the Years ended December 31, 2015 and 2014

#### Note 2. Summary of Significant Accounting Policies, continued

#### **Accounts Receivable**

Accounts receivable at December 31, 2015 and 2014 consist of amounts due in the course of conducting business. These receivables are considered fully collectible and no allowance for doubtful accounts has been established.

#### <u>Inventory</u>

Inventory consists of promotional items used primarily at trade shows. Inventory is valued on the first-in, first-out method.

#### **Prepaid Expenses**

Prepaid expenses consist primarily of insurance, rent and trade show fees paid currently for future events.

#### **Property and Equipment**

Acquisitions of property and equipment are recorded at cost. Improvements and replacements of property and equipment are capitalized. Maintenance and repairs that do not improve or extend the lives of the property and equipment are charged to expense as incurred. When assets are sold or retired, their costs and related accumulated depreciation are removed from the accounts and any gain or loss is reported in the statements of activities. Deprecation is provided over the estimate useful life of each class, ranging from 2 to 10 years or the life of the lease, when applicable, of depreciable assets and is computed using the straight-line method. SCTB capitalizes all expenditures for property and equipment in excess of \$1,000.

SCTB routinely evaluates the carrying value of its long-lived assets for impairment using standard valuation techniques. When the carrying value of an asset exceeds estimated recoverability, asset impairment is recognized. No asset impairment charges were recorded during the year ended December 31, 2015.

#### Other Assets

Other assets consist primarily of website design costs. Website design costs in the amount of \$186,125 were initially capitalized in 2013. The costs are to be amortized over the estimated useful life of the current website design, or four years. Other assets at December 31, 2015 and 2014 are reported net of accumulated amortization in the amount of \$131,838 and \$85,307, respectively. Future amortization or the unamortized website design costs is expected to be \$46,531 for 2016, and \$7,756 for 2017. Amortization expense totaled \$46,531 for each of the years ended December 31, 2015 and 2014, respectively.

#### NOTES TO FINANCIAL STATEMENTS For the Years ended December 31, 2015 and 2014

#### Note 2. Summary of Significant Accounting Policies, continued

#### **Advertising Costs**

Advertising costs are charged to operations when incurred. Advertising expenses for the years ended December 31, 2015 and 2014 totaled \$796,977 and \$650,596, respectively.

#### **Income Taxes**

In letters to SCTB, the Internal Revenue Service and California Franchise Tax Board stated that SCTB is exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code (IRC) and from California bank and corporation taxes under Section 23701(e) of the California Revenue and Taxation Code, respectively. However, the Organization is subject to income taxes on any net income that is derived from a trade or business, regularly carried on, and not in furtherance of the purposes for which it was granted exemption, commonly referred to as unrelated business income.

The Organization determines whether its tax positions are "more-likely-than-not" to be sustained upon examination by the applicable taxing authority based on the technical merits of the positions. As of December 31, 2015, the Organization has reviewed its tax positions and has concluded no reserve for uncertain tax positions is required. The Organization's exempt organization information returns are subject to review through three years after the date of filing for federal and four years after the date of filing for California.

#### **Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based on staff time incurred by employees for various activities. The remaining costs are charged directly to the appropriate functional category.

#### **Concentrations of Credit Risk**

At various times during 2014, the Organization had deposit amounts with financial institutions in excess of the \$250,000 Federal Deposit Insurance Corporation ("FDIC") insurance limit. At December 31, 2015, SCTB had approximately \$1,022,000 on deposit in excess of the FDIC insured amount.

#### Reclassifications

Certain reclassifications have been made to the presentation of the financial statements as of and for the year ended December 31, 2014 to conform to the presentation of the December 31, 2015 financial statements. The reclassifications had no effect on previously reported net income or net assets.

# NOTES TO FINANCIAL STATEMENTS For the Years ended December 31, 2015 and 2014

#### Note 3. Fair Value Measurements and Investments

Investments stated at fair value as of December 31 consist of the following fixed income securities:

2015			20	14
		Fair Market		Fair Market
	Cost	Value	Cost	Value
	\$2,209,002	\$2,208,332	\$1,843,002	\$1,842,408

Investment income consists of the following for the years ended December 31:

	 2015	2	2014
Interest	\$ 10,321	\$	4,204
Unrealized loss	 (77)		(594)
	\$ 10,244	\$	3,610

#### Note 4. Property and Equipment

Major classes of property and equipment are as follows at December 31:

	 2015		2	2014
Furniture and fixtures	\$ 134,731		\$	79,229
IT hardware	179,061			84,803
Office equipment	100,226			58,119
Vehicles	47,395			47,395
Software	20,937			20,937
Leasehold improvements	89,351			65,171
Less: accumulated depreciation	(347,957)			(307,456)
	\$ 223,744	_	\$	48,198

Depreciation expense for the years ended December 31, 2015 and 2014 totaled \$47,737 and \$60,960, respectively.

#### Note 5. Accrued Vacation

Paid time off is available to eligible employees of SCTB, and is recognized as a liability as it accrues. The liability is included in Accrued Expenses, and the balance as of December 31, 2015 and 2014 is \$128,981 and \$106,660, respectively.

### NOTES TO FINANCIAL STATEMENTS For the Years ended December 31, 2015 and 2014

#### Note 6. Board Designated Unrestricted Net Assets

The Board Designated Funds consist of funds with no donor or legal restrictions but, through Board resolutions, have been set aside for specific purposes. Board Designated Funds consist of the following as of December 31:

	2015	 2014
Catastrophic	\$ 1,346,707	\$ 1,242,866
Stabilization	815,720	761,809
IT and furniture	100,000	100,000
Auto replacement	20,000	10,000
Other programs	 	 48,451
	\$ 2,282,427	\$ 2,163,126

#### **Note 7.** Operating Leases

SCTB leases office space under an operating lease agreement commencing November 1, 2009 and terminated on October 31, 2015. The agreement was subsequently extended through March 2016. Monthly rent is \$20,366 as of December 31, 2015. SCTB is also responsible for operating costs of 17.88% of the entire building.

The Organization has two sub-leases with similar not-for-profit organizations and rental income is equal to the sub-lessee's Pro Rata share based on square footage. SCTB also receives utilities and overhead reimbursements from the sub-lessees. The income from sub-lease is included under Corporate partnership unrestricted income in the statements of activities.

In March 2015, the Organization entered into a lease agreement for a new office space commencing April 1, 2016 and terminating March 31, 2021, with a 5 year option to extend. Under the agreement monthly rent is \$34,407. SCTB is also responsible for utilities costs which are paid monthly based on estimates and adjusted to actual annually by the landlord. Total utility costs in 2016 are estimated to be \$31,906 under this operating lease. Upon lease termination, SCTB is responsible for disposal costs of all leasehold improvements in the form of cabling, the costs of which are not estimable as of December 31, 2015.

The two sub-lessees also entered into new agreements commencing April 1, 2016 and terminating March 31, 2021. Sublease income will account for 38% of total rent and utilities under the new agreements.

### NOTES TO FINANCIAL STATEMENTS For the Years ended December 31, 2015 and 2014

#### **Note 7. Operating Leases,** *continued*

Future minimum rental payments and income are as follows for the years ended December 31:

	Rental Payment	<u>Sublease Income</u>	Net Future Rent
2016	\$ 376,868	\$ 147,262	\$ 229,606
2017	412,881	156,895	255,986
2018	412,881	156,895	255,986
2019	412,881	156,895	255,986
2020	412,881	156,895	255,986
Thereafter	 103,220	 39,223	 63,997
	\$ 2,131,612	\$ 814,065	\$ 1,317,547

#### Note 8. Defined Contribution Plan

SCTB has a 401(k) defined contribution plan that covers all employees and includes safe harbor matching contributions and non-elective contributions. Safe Harbor matching contribution eligibility starts after the third month of employment, and equals 100% of the employee's salary deferral up to 3% of the employee's compensation, and 50% of the employee's salary deferral between 3-5% of the employee's compensation. The non-elective contribution eligibility starts after one year of employment, given the employee has reached 21 years in age. The Organization's management, at its sole discretion, determines the amount of non-elective contributions to the plan annually. In the event that a participant terminates his employment with the Organization prior to the completion of the vesting periods, the non-vested amount attributed to non-elective contributions accumulated in the participant's account is forfeited. Retirement plan expense for the years ended December 31, 2015 and 2014 was \$103,220 and \$76,593, respectively.

#### Note 9. Concentration of Income

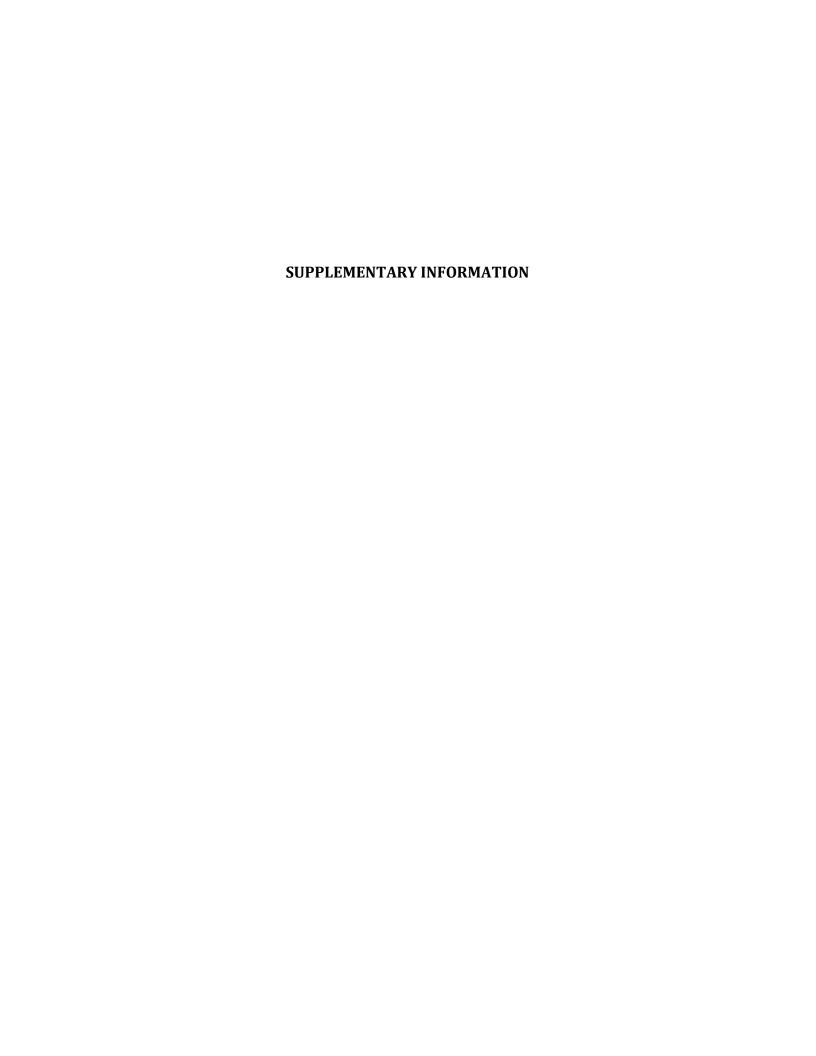
SCTB is funded by an ordinance dated November 2, 2004, which created the Business Improvement Area (BIA) of Sonoma County. These revenues are a self-assessment of lodging properties within the BIA area. If the ordinance were discontinued the Organization would be significantly impacted. The risk of loss of support is low, as the ordinance is supported by the lodging industry itself.

The Organization also receives funds from a Transient Occupancy Tax (TOT), which is assessed and collected by the County of Sonoma. Each year, the County Board of Supervisors decides how much of the total TOT to allocate to SCTB, to be used specifically to promote tourism within Sonoma County. Should the tax levy cease to exist, the Organization would be significantly impacted.

# NOTES TO FINANCIAL STATEMENTS For the Years ended December 31, 2015 and 2014

#### **Note 10. Subsequent Events**

Management has evaluated subsequent events through July 25, 2016, the date that the financial statements were available to be issued, and determined that other than the new lease discussed in Note 7, there are no material subsequent events that required recognition or additional disclosure in these financial statements.



# Sonoma County Tourism Bureau STATEMENT OF FUNCTIONAL EXPENSES

For the year ended December 31, 2015

	Program Expense	Management and General	Total
Salaries and wages	\$ 1,688,477	\$ 590,872	\$ 2,279,349
Advertising and promotion	1,653,161	-	1,653,161
Meetings, travel, trade shows and entertainment	524,560	34,612	559,172
Postage, printing and publications	422,137	981	423,118
Web services	349,068	-	349,068
Professional and other outside service	157,156	133,670	290,826
Occupancy	37,209	121,709	158,918
Research, recruitment and development	139,787	20,694	160,481
Depreciation and amortization	-	94,269	94,269
CTA program	109,552	-	109,552
Small equipment, lease and repair	5,904	64,725	70,629
Dues and subscriptions	42,952	4,294	47,246
Materials and supplies	6,080	30,871	36,951
Administrative and bank fees	-	2,842	2,842
Tax, license and insurance		11,283	11,283
			-
	\$ 5,136,043	\$ 1,110,822	\$ 6,246,865

# Sonoma County Tourism Bureau STATEMENT OF FUNCTIONAL EXPENSES

STATEMENT OF FUNCTIONAL EXPENSES For the year ended December 31, 2014

	Program Expense	Management and General	Total
Salaries and wages	\$ 1,605,825	\$ 472,045	\$ 2,077,870
Advertising and promotion	1,344,832	-	1,344,832
Meetings, travel, trade shows and entertainment	523,550	44,694	568,244
Postage, printing and publications	377,288	1,688	378,976
Web services	287,935	-	287,935
Professional and other outside service	133,903	64,616	198,519
Occupancy	40,875	106,919	147,794
Research, recruitment and development	114,547	6,495	121,042
Depreciation and amortization	-	107,491	107,491
CTA program	105,372	-	105,372
Small equipment, lease and repair	2,347	42,567	44,914
Dues and subscriptions	42,712	605	43,317
Materials and supplies	2,203	28,673	30,876
Administrative and bank fees	-	11,990	11,990
Tax, license and insurance	-	9,795	9,795
			-
	\$ 4,581,389	\$ 897,578	\$ 5,478,967

# Sonoma County Tourism Bureau STATEMENT OF ACTIVITIES BY SOURCE

# STATEMENT OF ACTIVITIES BY SOURCE For the year ended December 31, 2015

	Transient Occupancy Tax	Business Improvement Area and Other Sources	Total
UNRESTRICTED REVENUE AND SUPPORT			
Contracts:			
BIA Contract	\$ -	\$ 4,483,100	\$ 4,483,100
TOT Contract	2,734,153	-	2,734,153
CTA Fees	-	29,451	29,451
Investment income, net		10,244	10,244
Total revenue and support	2,734,153	4,522,795	7,256,948
EXPENSES			
Wages	550,660	1,312,348	1,863,008
Promotion, marketing appreciation	111,110	745,074	856,184
Advertising	796,977	-	796,977
Web services	338,226	10,841	349,068
Travel and entertainment	105,079	163,914	268,993
Trade show fees	102,684	155,327	258,011
Employee benefits	83,893	187,521	271,413
Mail and delivery	164,840	31,023	195,863
Printing, photography, and design	186,597	40,658	227,255
Professional fees and outside services	155,023	81,270	236,292
Payroll tax expense	36,540	108,388	144,928
Depreciation and amortization	-	94,269	94,269
CTA program	109,392	160	109,552
Occupancy	-	116,201	116,201
Research	93,004	5,145	98,149
Small equipment, lease and repair	-	70,629	70,629
Telephone	-	42,716	42,716
Dues, subscriptions and memberships	1,570	45,677	47,247
Meetings	300	31,868	32,168
Professional development/recruitment	-	62,332	62,332
Legal and accounting	-	54,534	54,534
Office supplies	-	36,951	36,951
Other expense		14,125	14,125
Total expenses	2,835,894	3,410,971	6,246,865
CHANGES IN NET ASSETS	\$ (101,741)	\$ 1,111,824	\$ 1,010,083

# Sonoma County Tourism Bureau STATEMENT OF ACTIVITIES BY SOURCE

STATEMENT OF ACTIVITIES BY SOURCE For the year ended December 31, 2014

	Transient Occupancy Tax	Business Improvement Area and Other Sources	Total
UNRESTRICTED REVENUE AND SUPPORT			
Contracts:			
BIA Contract	\$ -	\$ 3,931,939	\$ 3,931,939
TOT Contract	2,234,644	-	2,234,644
River advertising agreement		86,274	86,274
CTA Fees	-	32,907	32,907
Investment income, net		3,610	3,610
Total revenue and support	2,234,644	4,054,730	6,289,374
EXPENSES			
Salaries and wages	500,207	1,205,468	1,705,675
Promotion, marketing appreciation	180,364	513,873	694,237
Advertising	650,596	-	650,596
Web services	277,587	10,347	287,934
Travel and entertainment	110,860	171,588	282,448
Trade show fees	86,965	156,437	243,402
Employee benefits	76,659	162,049	238,708
Mail and delivery	166,335	34,726	201,061
Printing, photography, and design	163,123	14,793	177,916
Professional fees and outside services	117,033	44,875	161,908
Payroll tax expense	39,907	93,581	133,488
Depreciation and amortization	-	107,491	107,491
CTA program	104,832	540	105,372
Occupancy	-	103,899	103,899
Research	56,622	24,219	80,841
Small equipment, lease and repair	-	44,914	44,914
Telephone	-	43,895	43,895
Dues, subscriptions and memberships	11,955	31,362	43,317
Meetings	10,466	31,928	42,394
Professional development/recruitment	-	40,201	40,201
Legal and accounting	-	36,611	36,611
Office supplies	-	30,876	30,876
Other expense	27_	21,756	21,783
Total expenses	2,553,538	2,925,429	5,478,967
CHANGES IN NET ASSETS	\$ (318,894)	\$ 1,129,301	\$ 810,407

### NOTES TO SUPPLEMENTARY INFORMATION For the years ended December 31, 2015 and 2014

#### Note 1. Basis of Presentation

The schedules included in Supplementary Information have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

#### Note 2. Functional Expense Allocation

The costs of providing the various programs and other activities have been provided in detail in the statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services based on staff time incurred by employees for various activities. The remaining costs are charged directly to the appropriate functional category.

#### Note 3. Expenses Reported Under Transient Occupancy Tax

Sonoma County Tourism Bureau receives Transient Occupancy Tax (TOT) revenues from the County of Sonoma. Such contract revenues are used to promote the County of Sonoma. Expenses reported under TOT activities on the Statements of Activities by Source reflect only direct expenses incurred. The excess of these direct expenses over the TOT revenue are funded by other revenue sources received by the Organization. All indirect expenses have been absorbed by the activities funded by Business Improvement Area contract revenue and other supports.



# County of Sonoma Agenda Item Summary Report

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

#### Agenda Item Number: 2

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

To: Sonoma County Board of Supervisors

**Board Agenda Date:** May 2, 2017 **Vote Requirement:** Majority

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

Staff Name and Phone Number: Supervisorial District(s):

John Brencic: 707-565-2847 All

**Title:** Main Adult Detention Center Roof Replacement Phase 2

#### **Recommended Actions:**

Award a construction contract with Best Contracting Services, Inc. for the Main Adult Detention Facility Roof Replacement Phase 2 project in the amount of \$955,000, to preserve the life of the property asset and use cool roof design that will save energy.

#### **Executive Summary:**

General Services is seeking Board approval to award a construction contract following a competitive bid process in order to proceed with Phase 2 of the roof repairs at the Main Adult Detention Facility. The roof is 27 years old and is experiencing significant leakage. Plans and specifications for the complete roofing project previously received Board approval when Phase 1 was submitted on July 21, 2015.

#### **Discussion:**

#### **Background:**

The Main Adult Detention Center at the County complex is 27 years old and the roof is now beyond its useful life. Significant leaking from the roof and parapet gaskets has prompted piecemeal repairs over the last several years. Funding was allocated in the FY 2014-15 capital budget in the amount of \$250,000 to develop the reroof project design. A design services contract was awarded to Allana Buick & Bers, Inc. and the design documents were completed. The new roofing will comprise of a PVC membrane cool roof enhancing the energy efficiency of the building.

A cool roof is one that has been designed to reflect more sunlight and absorb less heat than a standard roof. Benefits of a cool roof include reducing energy bills by decreasing air conditioning needs, reducing local air temperatures (often referred to as the urban heat island effect), lower peak electricity demand which can help prevent power outages, and reduction in power plant emissions by reducing cooling energy use in buildings.

Prior Board action approved a plan to phase the estimated \$4,252,000 total project due to the lack of available funds in a single year. As described in prior year Capital Improvement Plans the reroofing project and request for funding was divided into three phases: Phase 1 north section in FY 2015-16, Phase 2 south west section in FY 2016-17, and Phase 3 south east section in FY 2017-18. Although Phasing minimizes disruption to the detention facility operations and allows work to progress based upon available funding, there is cost escalation risk.

Significant progress has been made as the Phase I north section is complete. Funding for Phase 2 was appropriated from the Criminal Justice Fund in the FY 2016-17 Capital Project Budget in the amount of \$900,000, and staff anticipate Notice to Proceed will be issued in mid May. There is \$156,874 remaining from Phase 1 that is being added to Phase 2, providing sufficient funding for the project. If there is a need to reduce the General Services Capital budget for FY 2017-18, the phase 3 project scope will be divided into sub-phases across two years, extending out the overall project completion timeline by one year. Otherwise, work will complete as anticipated in FY 2017-18.

#### **Project Description:**

This Phase 2 portion of the project will re-roof the southwest section of the Main Adult Detention Center, approximately 28,755 square feet. The old roofing and insulation will be completely removed to the concrete decking and new insulation with a PVC cool roof membrane will be installed. All expansion joints in the southwest section will be replaced and a metal parapet capping will be added to the tops of all the walls to prevent water from seeping into the block walls. If sufficient funding is not available in FY 2017-18, then the project will extend to 2018-19.

#### **Public Bid:**

A notice inviting bids for the Main Adult Detention Center Roof Replacement Phase 2 project was issued March 13, 2017. A mandatory pre-bid meeting was held on March 20, 2017. The bid opening was held on April 11, 2017 at 2:00 PM. Notice of Intent to Award was issued on April 17, 2017 and the protest period expired on April 24, 2017.

#### **Bid Results:**

Two contractors submitted bids for the Main Adult Detention Center Roof Replacement Phase 2 project. The bid results were as follows:

Bidders Name	Location	Base Bid
Best Contracting Services, Inc	Union City, CA	\$955,000
Pioneer Contractors Inc.	San Francisco, CA	\$1,088,000

Public Contract Code section 20128 provides that the contract shall be awarded to the lowest responsible bidder. The unit cost for Phase 1 is \$31 per square foot and Phase 2 is \$33 per square foot. The increase in cost represents typical market escalation over the last 21 months.

#### Schedule:

The work is scheduled to start in June and it is anticipated to be completed in September, 2017.

#### **Prior Board Actions:**

June 16, 2015 Budget FY 15/16: Approved \$1,514,000 for the Main Adult Detention Facility Roof Replacement Phase 1

July 21, 2015: Approve Plans and Specifications and Award construction contract to Pioneer Contracting, Inc. for the Main Adult Detention Facility roof replacement Phase 1, in the amount of \$788,000.

May 19, 2015: Approved an Additional Services Amendment #1 to the design services contract with Allana Buick & Bers, Inc. in the amount of \$34,800, for a new total of \$188,830.

August 12, 2014: Awarded the design contract for the Main Adult Detention Center Roof Replacement to Allana Buick & Bers, Inc. in the amount of \$154,030.

June 17, 2014 Budget FY 14/15: Approved funding for the design of the roof replacement (\$250,000)

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

Replacement of the Main Adult Detention Facility's failing roof is an investment in the future to prevent further damage from water incursion from rains. Because the new roof is a "cool roof", it will also enhance the energy efficiency of the building.

#### **Fiscal Summary**

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$1,056,874	\$1,408,085	
Additional Appropriation Requested			
Total Expenditures	\$1,056,874	\$1,408,085	
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance (remainder of Phase 1 funds)	\$156,874		
Contingencies			
Criminal Justice Construction Fund	\$900,000		
Unfunded		\$1,408,085	
Total Sources	\$1,056,874	\$1,408,085	

#### **Narrative Explanation of Fiscal Impacts:**

FY13/14 - \$180,000 General Fund

FY14/15 - \$250,000 General Fund

FY15/16 - \$1,514,000 Criminal Justice Construction Fund

#### FY16/17 - \$900,000 Criminal Justice Construction Fund

The total projected cost of the project is \$4,252,085. We expended \$180,000 of the funds on roof assessment. Design of the complete roof replacement was \$250,000. Phase 1 of the project was budgeted at \$1,514,000. There is \$156,874 remaining from Phase 1 that is being added to the \$900,000 we received for Phase 2. The total funding for Phase 2 comes to \$1,056,874 with \$955,000 covering the roofing contract and the balance is for Project Management and a Change Order contingency. The funding request submitted for FY 2017-18 in the amount of \$1,408,085 to complete the roof replacement will be partially funded deferring completion to FY 2018-19. The scope for next fiscal year will be adjusted as funding allows.

Staffing Impacts						
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	<b>Deletions</b> (Number)			
Narrative Explanation of Staffing Impacts	(If Required):					
N/A						

#### Attachments:

Attachment 1: Copy of Bid Form from Best Contracting Services, Inc.

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

On File 1: Project Specific Plans

On File 2: Project Specific Specifications

#### BID FORM (STIPULATED SUM - SINGLE PRIME CONTRACT)

To be submitted by the time and date specified in Document 001116 (Invitation to Bid), paragraph 1.2.

TO	THE	COL	INTY	OF	SON	AMO

THIS BID IS SUBMITTED BY:

Best Contracting Services, Inc.

(Firm/Company Name)

#### Re: PHASE 3 MADF ROOF REPLACEMENT

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County of Sonoma, a political subdivision of the State of California ("County"), in the form included in the Contract Documents, Document 005213 (Agreement Form - Stipulated-Sum), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
- 2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 001116 (Invitation to Bid), and Document 002113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
- 3. In submitting this Bid, Bidder represents:
  - Bidder has examined all of the Contract Documents and the following Addenda (a) (receipt of all of which is hereby acknowledged).

Addendums 1 & 2 -Not Associated with Phase 3

Addendum Number	Addendum Date	Signature of Bidder
3	3/17/2017	Sean Tabazadeh, CEO/Secretary
4	3/29/2017	Sean Tabazadeh, CEO/Secretary
5	4/03/2017	Sean Tabazadeh, CEO/Secretary
6	4/03/2017	Sean-Fabazadeh, CEO/Secretary

- (b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 005213 (Agreement Form - Stipulated-Sum), Article 5.
- (c) Bidder has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and asbuilt drawings and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to Contractor.
- 4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money

Phase 3 MADF Roof Replacement Best Contracting Services, Inc. Name of Bidder

listed in the following Schedules:

#### SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 011000 (Summary). Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION		TOTAL LUMP SUM
1.	Base Bid		\$ 955,000.00
2.	Alternate # 1		\$ 48,000.00
3.	Alternate # N/A		\$ 0
		TOTAL BID PRICE*	\$ 1,003,000.00

<sup>\*</sup>Basis to determine apparent low bid.

Total Bid Price: One Million Three Thousand Dollars

(Words)

#### SCHEDULE OF OTHER LISTED ALTERNATES (OPTIONAL)

ITEM	DESCRIPTION	TOTAL LUMP SUM
1.	Alternate # N/A	\$ 0
2.	Alternate # N/A	\$ 0

#### SCHEDULE OF UNIT PRICES

The following Unit Prices shall apply to Work covered by unit prices, regardless of quantity. By submitting a Bid, Bidder acknowledges that these unit prices shall remain fixed throughout performance of the Contract, regardless of any incremental cost differentials resulting from variances in any quantity estimates or increased or decreased economies of scale.

ITEM	DESCRIPTION	UNIT OF MEASURE	ITEM PRICE PER UNIT OF MEASURE (IN FIGURES)
1.	REPAIR SPALL AT CMU	PER CUBIC INCH	\$ 18.50
2.	SEAL CRACKS IN WALL RECEIVING COATING	L.F.	\$ 11.75
3.	N/A	N/A	\$ N/A

- Subcontractors for work included in all Bid items are listed on the attached Document 004336 (Proposed Subcontractors Form).
- 6. The undersigned Bidder understands that County reserves the right to reject this Bid.
- 7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 004113 or at any other time thereafter before it is withdrawn, the undersigned

Bidder will execute and deliver the documents required by Document 002113 (Instructions to Bidders) within the times specified therein.

- Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
- 9. The undersigned Bidder herewith encloses either a cashier's check, or certified check from a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price contained above and made payable to "County of Sonoma."
- The undersigned Bidder agrees to commence Work under the Contract Documents on the date to be established in Document 005500 (Notice to Proceed) and to complete all work within the time specified in Document 005213 (Agreement Form). The undersigned Bidder acknowledges that County has reserved the right to delay or modify the commencement date after issuance of Document 005500 (Notice to Proceed). The undersigned Bidder further acknowledges County has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
- 11. The undersigned Bidder agrees that, in accordance with Document 007200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 005213 (Agreement Form) shall be as set forth in Document 005213 (Agreement Form).
- 12. IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: Best Contracting Ser	vices, Inc.	
licensed in accordance with an act for the reginnermoner: #456263 Expiration:_N	stration of Contractors, and with license May 31, 2018	
California	Moji Tabazadeh, President	
Where incorporated, if applicable	Sean Tabazadeh, CEO/Secretary/RM	
	Fatemeh Tabazadeh, Preasurer	
	Principals	
I certify (or declare) under penalty of perjury under the foregoing is true and correct.	Signature of Bidder Sean Tabazadeh, CEO/Secretary	
simple of the first of the second of the sec	ocali rabazaden, Cho/occietary	

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Phase 3 MADF Roof Replacement Best Contracting Services, Inc. Project No. 7411E Name of Bidder

Business Address:	19027 S. Hamilton Ave. Gardena, CA 90248
Contractor's Authorized Representative(s), (name, title):	Sean Tabazadeh CEO/Secretary
Officers authorized to sign contracts:	Sean Tabazadeh, CEO/Secretary/RMO
Telephone Number(s):	(310) 328-6969
Fax Number(s):	(310) 328-9176
Date of Bid:	April 04, 2017

END OF DOCUMENT

#### **BID SECURITY FORMS**

#### KNOW ALL BY THESE PRESENTS:

That the undersigned Best Contracting Services, Inc. [Name of Contractor] as Principal and
the undersigned as Surety are held and firmly bound unto the COUNTY OF SONOMA, a political
subdivision of the State of California ("County"), as obligee, in the penal sum of 10% of Bid Amount Dollars
(\$) lawful money of the United States of America being ten percent (10%) of the
aggregate amount of said Principal's Total Bid Price (as identified in
Principal's Bid), for the payment of which, well and truly to be made, we bind ourselves, our
successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.
WHEREAS, the said Principal is submitting a Bid for County of Sonoma, Phase 3 MADF Roof Replacement.
THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said
Principal be accepted and the Contract be awarded to said Principal and said Principal shall within
the required periods enter into the Contract so awarded and provide the required Construction
Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all
other endorsements, forms, and documents required under Document 002113 (Instructions to
Bidders), then this obligation shall be void, otherwise to remain in full force and effect.
IN WITNESS WHEREOF the above bound parties have executed this instrument this
IN WITNESS WHEREOF, the above bound parties have executed this instrument this
IN WITNESS WHEREOF, the above bound parties have executed this instrument this
IN WITNESS WHEREOF, the above bound parties have executed this instrument this
10th day of April , 2017 .  (Corporate Seal)  By Sean Tabazadeh, CEO/Secretary  Best Contracting Services, Inc. Principal
(Corporate Seal)  By Sean Tabazadeh, CEO/Searetary  Best Contracting Services, Inc. Principal
(Corporate Seal)  By Sean Tabazadeh, EEO Searetary  Best Contracting Services, Inc. Principal  The Hanover Insurance Company Surety
(Corporate Seal)  By Sean Tabazadeh, EEO/Searetary Best Contracting Services, Inc. Principal The Hanover Insurance Company Surety  (Corporate Seal)
(Corporate Seal)  By Sean Tabazadeh, EEO Searetary  Best Contracting Services, Inc. Principal  The Hanover Insurance Company Surety
(Corporate Seal)  By Sean Tabazadeh, EEO/Searetary Best Contracting Services, Inc. Principal The Hanover Insurance Company Surety  (Corporate Seal)

**END OF DOCUMENT** 

A notary public or other officer completing this certific document to which this certificate is attached, and not	eate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California ) County of Los Angeles )	
On 4/10/17 before me,	Aileen Songco, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared	
, , , , , , , , , , , , , , , , , , , ,	Namejs) of Signeris)
subscribed to the within instrument and acknow	r evidence to be the person(s) whose name(s) is/are redged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), cted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
AILEEN SONGCO Notary Public - California Los Angeles County Commission # 2158740 My Comm. Expires Jul 1, 2020	WITNESS my hand and official seal.  Signature Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	TIONAL information can deter alteration of the document or sometimes form to an unintended document.
Description of Attached Document Title or Type of Document:  Bid Security Forms	Document Date: 04/10/17
Number of Pages: Signer(s) Other Tha	n Named Above:
Capacity(ies) Claimed by Signer(s)	Signer's Name:
Signer's Name: □ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	□ Partner □ Limited □ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other:Signer Is Representing:	Other:Signer Is Representing:

# THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

#### **POWER OF ATTORNEY**

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

#### KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Patrick T. Moughan, Mark D. Kiger, Alec D. Martinez, Erin Powell and/or Jinghan Guo

Of Global Risk, LLC of Los Angeles, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 29<sup>th</sup> day of March, 2017.

The Hanover Insurance Company Massachusetts Bay Insurance Company Citizens Insurance Company of America

John C. Roche, EVP and President

The Hanover Insurance Company Massachusetts Bay Insurance Company Citizens Insurance Company of America

A Kawall

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS ) COUNTY OF WORCESTER )ss.

On this 29th day of March, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

DIANE J. MARINO
Notary Public
COMMONMENT OF MARINOMETTE
My Commission Expires
March 4, 2002

Diane J. Maytho, Notary Public My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 10th day of April 2017

CERTIFIED COPY

Theodore G. Martinez, Vice President

#### PROPOSED SUBCONTRACTORS FORM

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Name of Bidder: Bes	st Contracting Services, Inc.	
Full Name of Subcontractor and Location (City & State) of Mill or Shop	Description of Work	Subcontractor's License No.*
B&M TEAR OFF INC. Brentwood, CA	Roof Demo / ACM	#769864
•		

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT

<sup>\*</sup>Subcontractor license number can be submitted up to twenty-four (24) hours after the bid opening.

#### BID FORM (STIPULATED SUM - SINGLE PRIME CONTRACT)

To be submitted by the time and date specified in Document 001116 (Invitation to Bid), paragraph

TO:	THE	COUNTY	OF	SONOMA
-----	-----	--------	----	--------

THIS BID IS SUBMITTED BY:

Best Contracting Services, Inc. (Firm/Company Name)

#### Re: PHASE 3 MADF ROOF REPLACEMENT

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County of Sonoma, a political subdivision of the State of California ("County"), in the form included in the Contract Documents, Document 005213 (Agreement Form - Stipulated-Sum), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
- 2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 001116 (Invitation to Bid), and Document 002113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bld Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
- 3. In submitting this Bid, Bidder represents:

Bidder has examined all of the Contract Documents and the following Addenda (a) (receipt of all of which is hereby acknowledged).

Addendums 1 & 2 -Not Associated with Phase 3

Addendum Number	Addendum Date	Signature of Bidder
3	3/17/2017	Sean Tabazadeh, CEO/Secretary
4	3/29/2017	Sean Tabazadeh, CEO/Secretary
5	4/03/2017	Sean-Tabazadeh, CEO/Secretary
6	4/03/2017	Sean-Tabazadeh, CEO/Secretary

- Bidder has visited the Site and performed all tasks, research, investigation, reviews, (b) examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 005213 (Agreement Form - Stipulated-Sum), Article 5.
- Bidder has given County prompt written notice of all conflicts, errors, ambiguities, or (c) discrepancies that it has discovered in or among the Contract Documents and asbuilt drawings and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to Contractor.
- Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time 4. stated and in strict accordance with the Contract Documents for the following sums of money

Phase 3 MADF Roof Replacement Best Contracting Services, Inc. Name of Bidder

listed in the following Schedules:

#### SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 011000 (Summary). Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	**	TOTAL LUMP SUM
1.	Base Bid		\$ 955,000.00
2.	Alternate # 1		\$ 48,000.00
3.	Alternate # N/A		\$ 0
		TOTAL BID PRICE*	\$ 1,003,000.00

<sup>\*</sup>Basis to determine apparent low bid.

Total Bid Price: One Million Three Thousand Dollars

(Words)

#### SCHEDULE OF OTHER LISTED ALTERNATES (OPTIONAL)

ITEM	DESCRIPTION	TOTAL LUMP SUM
1.	Alternate # N/A	\$ 0
2.	Alternate # N/A	\$ 0

#### SCHEDULE OF UNIT PRICES

The following Unit Prices shall apply to Work covered by unit prices, regardless of quantity. By submitting a Bid, Bidder acknowledges that these unit prices shall remain fixed throughout performance of the Contract, regardless of any incremental cost differentials resulting from variances in any quantity estimates or increased or decreased economies of scale.

ITEM	DESCRIPTION	UNIT OF MEASURE	ITEM PRICE PER UNIT OF MEASURE (IN FIGURES)
1.	REPAIR SPALL AT CMU	PER CUBIC INCH	\$ 18.50
2.	SEAL CRACKS IN WALL RECEIVING COATING	L.F.	\$ 11.75
3.	N/A	N/A	\$ N/A

- 5. Subcontractors for work included in all Bid items are listed on the attached Document 004336 (Proposed Subcontractors Form).
- The undersigned Bidder understands that County reserves the right to reject this Bid.
- 7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 004113 or at any other time thereafter before it is withdrawn, the undersigned

Bidder will execute and deliver the documents required by Document 002113 (Instructions to Bidders) within the times specified therein.

- Notice of Award or request for additional information may be addressed to the undersigned 8. Bidder at the address set forth below.
- 9. The undersigned Bidder herewith encloses either a cashier's check, or certified check from a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price contained above and made payable to "County of Sonoma."
- 10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date to be established in Document 005500 (Notice to Proceed) and to complete all work within the time specified in Document 005213 (Agreement Form). The undersigned Bidder acknowledges that County has reserved the right to delay or modify the commencement date after issuance of Document 005500 (Notice to Proceed). The undersigned Bidder further acknowledges County has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
- The undersigned Bidder agrees that, in accordance with Document 007200 (General 11. Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 005213 (Agreement Form) shall be as set forth in Document 005213 (Agreement Form).
- 12. IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: Best Contracting Se	rvices, Inc.
licensed in accordance with an act for the regnumber: #456263 Expiration:	pistration of Contractors, and with license May 31, 2018
California	Moji Tabazadeh, President
Where incorporated, if applicable	Sean Tabazadeh, CEO/Secretary/RMC
	Fatemeh Tabazadeh, Freasurer
	Principals
I certify (or declare) under penalty of perjury under the foregoing is true and correct.	Signature of Bidder
NOTE: If Ridder is a cornoration set forth the legal of	Sean Tabazadeh, CEO/Secretary

signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners

Project No. 7411E

authorized to sign contracts on behalf of the partnership.

Phase 3 MADF Roof Replacement Best Contracting Services, Inc. Name of Bidder

**Bid Form** 004113-3

Business Address:	19027 S. Hamilton Ave. Gardena, CA 90248
Contractor's Authorized Representative(s), (name, title):	Sean Tabazadeh CEO/Secretary
Officers authorized to sign contracts:	Sean Tabazadeh, CEO/Secretary/RMO
Telephone Number(s):	(310) 328-6969
Fax Number(s):	(310) 328-9176
Date of Bid:	April 04, 2017

END OF DOCUMENT

#### **BID SECURITY FORMS.**

#### KNOW ALL BY THESE PRESENTS:

that the undersigned Best Contracting Services, Inc. [Name of Contractor] as Principal and the undersigned as Surety are held and firmly bound unto the COUNTY OF SONOMA, a political			
subdivision of the State of California ("County"), as obligee, in the penal sum of 10% of Bid Amount  Dollars			
(\$) lawful money of the United States of America being ten percent (10%) of the aggregate amount of said Principal''s Total Bid Price (as identified in Principal's Bid), for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.			
WHEREAS, the said Principal is submitting a Bid for County of Sonoma, Phase 3 MADF Roof Replacement.			
THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, Insurance certificates, and all other endorsements, forms, and documents required under Document 002113 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.			
IN WITNESS WHEREOF, the above bound parties have executed this instrument this			
(Corporate Seal)  By  Sean Tabazadeh,  CEO/Searetary  Best Contracting Services, Inc. Principal			
The Hanover Insurance Company Surety  (Corporate Seal)  By			
Jinghan Guo Attorney in Fact			

**END OF DOCUMENT** 

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

	ficate verifies only the identity of the individual who signed the at the truthfulness, accuracy, or validity of that document.
State of California County of Los Angeles	) )
On 4/10/17 before me,	Aileen Songco, Notary Public
Date	Here Insert Name and Title of the Officer
personally appearedJinghan Guo	
	Name(s) of Signer(s)
subscribed to the within instrument and ackno	
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
AILEEN SONGCO Notary Public - California Los Angeles County Commission # 2158740 My Comm. Expires Jul 1, 2020	WITNESS my hand and official seal.  Signature of Notary Public
Place Notary Seal Above	PTIONAL
Though this section is optional, completing the	is information can deter alteration of the document or is form to an unintended document.
Description of Attached Document  Title or Type of Document:  One Signer(s) Other The	Document Date: 04/10/17
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
□ Partner — □ Limited □ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator	☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator
□ Other: Signer Is Representing:	Signer Is Representing:

# THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

#### POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

#### KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Patrick T. Moughan, Mark D. Kiger, Alec D. Martinez, Erin Powell and/or Jinghan Guo

Of Global Risk, LLC of Los Angeles, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 29<sup>h</sup> day of March, 2017.

The Hanover Insurance Company Massachusetts Bay Insurance Company Citizens Insurance Company of America

John C. Roche, EVP and President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America
Jamos A Kawall

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS ) COUNTY OF WORCESTER ) ss

On this 29th day of March, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

OIANE J. MARINO
Notary Public
Commonwealth or Managorusette
My Commission Expires
Merch 4, 2002

Diane J. Maylno, Notary Public My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 10th day of April 2017

CERTIFIED COPY

Theodore G. Martinez, Vice President

#### PROPOSED SUBCONTRACTORS FORM

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

· ·	
Name of Bidder:	Best Contracting Services, Inc.
· · · · · · · · · · · · · · · · · · ·	

Full Name of Subcontractor and Location (City & State) of Mill or Shop	Description of Work	Subcontractor's License No.*
B&M TEAR OFF INC. Brentwood, CA	Roof Demo / ACM	#769864

(Bidder to attach additional sheets if necessary)

**END OF DOCUMENT** 

<sup>\*</sup>Subcontractor license number can be submitted up to twenty-four (24) hours after the bid opening.

#### STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

#### 1.1 REQUIRED CONTENTS OF SOQ SUBMISSION

(Provide the requested information in the precise order that it is listed)

- A. <u>Attachment "A" Statement of Qualifications Questionnaire</u>. Fill out the questionnaire completely. If additional pages are required to adequately explain an entry, include them at the end of the attachment.
- B. <u>Litigation History</u>. Description of litigation history for the past ten years, including names of involved parties, nature of dispute, and disposition. NONE
- C. Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A or better, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 006113.13 (Performance Bond Form) and 006113.16 (Payment Bond Form). Such performance and payment bonds shall be in the minimum penal sums provided therein. Bidder shall include authorization that gives County the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- D. <u>Financial Capacity</u>. Include audited or reviewed financial statements for the three most recently completed fiscal years for Bidder. Also include audited or reviewed financial statements for the three most recently completed fiscal years for any parent company(ies) of Bidder (if applicable). \* See Attached \*
- E. <u>Human and Physical Resources</u>. Bidder shall identify, describe, and quantify for itself and separately for its "designated Subcontractor(s)" (as defined in Document 00200 Instructions to Bidders), the following technical resources for the Work:
  - Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand;
  - 2) Description of field organization(s), naming skills and equipment;
  - 3) Description of safety program, quality control procedures, and safety experience; and
  - 4) Evidence of a valid California contractor's license and required licenses of all persons who are Key Personnel of the Bidder or any designated Subcontractor.
- F. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder (only list the personnel that would be assigned to this specific project, including but not limited to the Project Manager, Superintendent, and Scheduler) and Bidder's designated Subcontractor(s), to include the following:
  - Name and proposed assignment of Key Personnel do not include home addresses or phone numbers;
  - 2) Years of experience;
  - 3) Education degrees, schools, and years obtained;
  - 4) Professional license or registration(s);
  - 5) Fluency in English (Yes/No);
  - 6) Experience directly related to above proposed assignment;
  - 7) At least two client references, including contact names, addresses, and telephone numbers; and
  - 8) Description of two projects of a similar nature worked on in the past five years.
- G. <u>Description of Project Scheduling Experience and Sample CPM Schedule</u>. Provide a description of Bidder's experience with scheduling construction activities and using Primavera project planner. Provide resumes (in paragraph "F" above) for proposed personnel or consultants and a description of their experience with scheduling construction activities and Primavera project planner. Submit a draft Initial CPM Schedule meeting the requirements of the Contract Documents for the Initial CPM Schedule (see Section 01320.1.4), which shall be time scaled, have preliminary resource loading, and showing a draft plan for proposed Work to be completed in the first sixty (60) days of the

- contract. In addition to the above minimum requirements, the draft schedule may include cost loading and a detailed plan for the proposed Work in the first sixty (60) days of the contract.
- H. Management Plan. Bidder shall submit a Management Plan as specified herein. The proposed Management Plan shall be described in sufficient detail to fully understand how Bidder plans to manage and coordinate the Work of manufacture, construction, installation, testing and commissioning, including but not limited to coordination with county, governmental authorities, suppliers, subcontractors, insurers, shippers, inspection agencies, and contractors for related work, all to ensure smooth project operation. The Management Plan shall contain at least the following:
  - Organization Chart: Bidder shall develop and propose an organization chart. The chart shall show the overall organization of member firms and subcontractors, their roles/responsibilities and how the management for each member firm will report within and to its firm's executive management. Bidder must provide a discussion of how each member's project manager will obtain technical and financial support and resources.
  - 2. Organization Chart shall include the specific people that will be assigned to each position. Provide resumes for all people as part of paragraph "F" above.

#### 1.2 GENERAL CONDITIONS

- A. General Conditions for Content. The SOQ shall be clear and concise to enable Staff to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meets County's requirements. To this end, the SOQ should be so specific, detailed, and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work.
- B. Explanations to SOQ. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 004500 must be requested in writing in accordance with Document 002113 (Instructions to Bidders). Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 004500 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

#### 1.3 DEFINITIONS

A. Except as set forth herein, all abbreviations and definitions of terms used in this Document 004500 are as set forth in Document 007200 (General Conditions) or Section 014200 (References).

ATTACHMENT "A" -- STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON FOLLOWING PAGES

#### ATTACHMENT "A" -- Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 002113 (Instructions to Bidders) and this Document 004500. Failure to complete the questionnaire or inclusion of any false statement(s) shall be grounds for immediate disqualification.

	I. CONTACT INFORMATION	
Bidder's	Best Contracting Services, Inc.	
	s Legal Organization: ationX PartnershipSole Proprietorship	Joint Venture*
Name o	President, Managing Partner, or Owner: Sean Tabazadeh,	CEO/Secretary/RMO
Bidder's	Address: 19027 S. Hamilton Ave. Gardena, CA 90248	
Bidder's	Phone: (310) 328-6969 Fax: (310)	328-9176
E-mail:_	tryan@bestcontracting.com	
Contact	Person: Thomas Ryan, Project Estimator	
Contact	s Phone (include extension): (310) 328-6969 ext 208	
Contact' *If a join	s E-mail (if different): SAME AS ABOVE - t venture, provide all of the requested information for each memb	per of the joint venture.
	II. GENERAL INFORMATION	
Complet	e Part II before proceeding.	
1.	Does Bidder possess a valid and current California Contractor's license for the Work proposed?	Yes _X No
2.	Has Bidder's license been revoked at any time in the last five years?	Yes NoX
3.	Has Bidder changed names or license numbers in the past 10 years? If so, state reason for change on an additional page.	Yes No X
4.	Does Bidder have a minimum of \$2,000,000 general liability insurance coverage?	Yes X No
5.	Has Bidder been "default terminated" by an owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five years?	Yes NoX
6.	Has Bidder been cited more than twice for failure to pay prevailing wages in the last five years?	YesNo _X
	Has Bidder attached copies of its reviewed or audited financial statements and accompanying notes for the latest three years?	Yes No

Bidder will be immediately disqualified if any answer to questions 1, 4 or 7 is No. Bidder will be immediately disqualified if any answer to questions 2, 5 or 6 is Yes.

### PART III. SAFETY

1.	Has Cal/OSHA, Federal OSHA, the EPA or any Air Quality Management District cited Bidder in the past five years? Yes x No If yes, attach description of each citation. * SEE ATTACHED * EXPLANATION
2.	How often does Bidder require documented safety meetings be held for:  Field Supervisor Weekly X Bi-weekly Monthly Less than monthly Monthly Less than monthly Subcontractors Weekly X Bi-weekly Monthly Less than
3.	How often does Bidder conduct documented safety inspections?  Quarterly X Semi-annually Annually Other
4.	Does Bidder have home office safety representatives who visit/audit the job site?  Yes X No 1 If yes, how often?  Quarterly Semi-annually Annually Other X
5.	What is Bidder's Intrastate Experience Modification Rate?68
	Bidder will be immediately disqualified if the answer to this question 5 is greater than 1.0.
	PART IV. DISPUTES
for ins	Bidder had any claims, litigation, or disputes ending in mediation or arbitration, or termination cause associated with any project in the past 10 years? If yes, attach description of each such ance including details of total claim amount, settlement amount, and owner's name and phone aber.
V=:	N 7
Yes	No_X
Yes	PART V. BONDING
Bond 1. 2. 3. 4. 5.	PART V. BONDING
Bond 1. 2. 3. 4. 5.	PART V. BONDING  ng Capacity - Provide documentation from Bidder's surety identifying the following:  Name of bonding company/surety Hanover Insurance Company  Name of Surety Agent ORION Risk Management  Surety Agent address and telephone number 1800 Quail Street, Suite 110 Newport Beach, CA 92660 / (949) 502-0847  Is surety a California-admitted surety? Yes X No  Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes X No  List surety's A.M. Best Rating A XV  Give Bidder's bonding capacity per job and aggregate. \$50 Million -single job \$200 Million aggregate level
Bond 1. 2. 3. 4. 5. 6. 7. 8.	PART V. BONDING  ng Capacity - Provide documentation from Bidder's surety identifying the following:  Name of bonding company/surety  Hanover Insurance Company  Name of Surety Agent  ORION Risk Management  Surety Agent address and telephone number  1800 Quail Street, Suite 110 Newport Beach, CA 92660 / (949) 502-0847  Is surety a California-admitted surety? Yes  X  No  No  No  No  No  No  No  No  No
Bond 1. 2. 3. 4. 5. 6. 7. 8.	PART V. BONDING  ng Capacity - Provide documentation from Bidder's surety identifying the following:  Name of bonding company/surety  Hanover Insurance Company  Name of Surety Agent  ORION Risk Management  Surety Agent address and telephone number  1800 Quail Street, Suite 110 Newport Beach, CA 92660 / (949) 502-0847  Is surety a California-admitted surety? Yes  X  No  No  No  Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes  No  No  List surety's A.M. Best Rating  A XV  Give Bidder's bonding capacity per job and aggregate. \$50 Million -single job \$200 Million aggregate level What percentage rate does Bidder pay for bonds? 1 %  PART VI. FINANCIAL INFORMATION  Has Bidder ever reorganized under the protection of the bankruptcy laws?
Bond 1. 2. 3. 4. 5. 6. 7. 8.	PART V. BONDING  Ing Capacity - Provide documentation from Bidder's surety identifying the following:  Name of bonding company/surety Hanover Insurance Company Name of Surety Agent ORION Risk Management Surety Agent address and telephone number 1800 Quail Street, Suite 110 Newport Beach, CA 92660 / (949) 502-0847  Is surety a California-admitted surety? Yes X No Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes X No List surety's A.M. Best Rating A XV Give Bidder's bonding capacity per job and aggregate. \$50 Million -single job \$200 Million aggregate level What percentage rate does Bidder pay for bonds? 1 %  PART VI. FINANCIAL INFORMATION  Has Bidder ever reorganized under the protection of the bankruptcy laws? Yes No X If yes, please state when N/A  If Bidder has had the general liability carrier identified in Document 004513 (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below



## BEST CONTRACTING SERVICES, INC.

# PART III. - Safety

Violations of OSHA Standards and Requirements

1.

**Project: L.A. County Sanitation District** 

Location: 24501 Figueroa St. Carson, CA 90745

**Owner: County of Los Angeles** 

Citation Date: 01/06/2012 Citation # 313643769 Type of Violation: General

Fine Applied: \$5,850.00 Violation: On August 31, 2011 or prior there to, at a work site located at Carson, CA atop the west maintenance building, which was approximately 19 feet in height, a crew of approximately five to eight roofers had been assigned by their employer to install the roofing system for this structure, and in the course of the job process would approach within six feet of any one of ten 4'x8' skylights. The skylight roof openings had been covered with plywood and the employer failed to ensure the plywood coverings were secured in place. As a result, a journeyman roofer fell onto the southwest skylight roof opening falling approximately 19 feet to the concrete floor.

**Project: Grand Terrace High School** 

Location: 21800 Main St. Grand Terrace, CA 92313

**Owner: Colton Joint Unified School District** 

Citation Date: 06/06/2012 Citation #: 316207844 Type of Violation: General

Fine Applied: \$280.00 Violation: On and before June 6, 2012 the employer did not ensure that the work area and passageways on the roof of the Theater Building at the site were kept reasonably clear of lumber with protruding nails and other debris. A pile of debris, including lumber with protruding nails, was observed on the main roof at the area where employees utilized two ladders, one to access the higher, sloped roof and the other to access the ground.

19027 S. Hamilton Ave., Gardena, CA 90248 Tel: (310) 328-6969 Fax: (310) 328-9176

www.bestcontracting.com info@bestcontracting,com

An Equal Opportunity Employer

Contact Name: N/A	
Phone Number:	
Carrier: Dates: A.M. Best	Rating:
Carrier: Dates: A.M. Best	
Carrier: Dates: A.M. Best	Rating:
3. Has Bidder ever had insurance terminated by a carrier? YesNo	
If yes, explain on separate signed sheet marked with correlating cross-reference paragraph of the questionnaire.	ence to this
PART VII EXPERIENCE OF BIDDER	
The unique nature of this Project requires prior similar experience of the Bidder a Personnel assigned. Provide the detailed project information requested in the format project additional pages if necessary):	
Prime Contractor.	
<ol> <li>List three (3) projects with a construction cost of at least \$5,00 completed in the past ten years.</li> </ol>	0, <b>00</b> 0 each,
Project Name: LAX Bradley West Concourse and Core	
Location: 8100 Westchester Parkway Los Angeles, CA 90045	
Owner: Los Angeles World Airports	
Owner Contact (name and phone number): Ken Oprea 219-949-80802  Architect or Engineer: N/A	
Architect or Engineer Contact (name and phone number): N/A	
Project Mgr.: Walsh Construction	
Project Superintendent: N/A	
Project Scheduler: N/A	
Description of Project, Scope of Work Performed: Metal Systems, Wall Panels	_
Total Construction Cost: \$7,544,164.00	
Total Change Order Amount: 0	
Original Scheduled Date of Completion: February 2014	
Time Extensions Granted (number of Days): 0	
Actual Date of Completion: February 2014	
Number of Stop Notices filed by subcontractors or suppliers: 0	
NOTE: All references listed above should have correct and current telephone numb is advised to confirm the listing of a reference before including them.	ers. Bidder
Bidder hereby declares under penalty of perjury that all the information provided in this que is true and correct.	estionnaire
SIGNATURE Sear Tabazadeh, CEO/Secretary	

Phase 3 MADF Roof Replacement Project No. 7411E Statement of Qualifications for Construction Work 004500 - 5

Contact Name: _	N/A				
	-	Dates:	A.M. Best Rating:		
		Dates:	-		
	i	Dates:	1		
		ed by a carrier? Yes No			
	on separate signed si	neet marked with correlating	•		
	PART VII E	XPERIENCE OF BIDDER			
	rovide the detailed proj	prior similar experience of the ect information requested in the			
Prime Contractor.					
	t three (3) projects winpleted in the past ten y	th a construction cost of at rears.	least \$5,000,000 each,		
Project Name: F	airmeadow Elementary Sch	ool Modernization and new Construc	tion		
Location: 500 E.	Meadow Drive				
Owner: Palo Alto	Unified School District	_			
		r):_ Peter Tiwana (408) 480-0469/ (	650) 329-3935		
Architect or Engin	eer: Gelfand Partners Ard	hitects			
		phone number):415-346-4040			
Project Mgr.: Pete	er Tiwana				
Project Superinter	ndent: N/A				
Project Scheduler					
Description of Pro	ject, Scope of Work Pe	formed: Water Proofing			
Total Construction	Cost: \$6,969,260.00				
Total Change Ord					
	d Date of Completion:_	August 2013			
Time Extensions 0	aranted (number of Day	s):			
Actual Date of Completion: August 2013					
Number of Stop No	otices filed by subcontra	actors or suppliers: 0			
NOTE: All referen	ces listed above should in the listing of a refere	have correct and current telep nce before including them.	ohone numbers. Bidder		
Bidder hereby declares to is true and correct	inder penalty of perjury	that all the information provide	ed in this questionnaire		
SIGNATURE (Sear	Fabazadeh, CEC	5/Secretary			

Phase 3 MADF Roof Replacement Project No. 7411E

Statement of Qualifications for Construction Work 004500 - 5

	Contact Name: N/A				
	Phone Number:	•			
	Carrier:			A.M. Best Rating:	
	Carrier:			•	
	Carrier:	_ Dates:		A.M. Best Rating:	
3.	. Has Bidder ever had insurance termi	nated by a carrier? Ye	s No _		
	If yes, explain on separate signed paragraph of the questionnaire.	sheet marked with	correlating	cross-reference to this	
	PART VII	EXPERIENCE OF B	IDDER		
Pers	unique nature of this Project requir sonnel assigned. Provide the detailed p ach additional pages if necessary):	es prior similar expe project information req	rience of th uested in the	e Bidder and the Key e format provided below	
Prin	ne Contractor.				
	List three (3) projects     completed in the past to		cost of at I	east \$5,000,000 each,	
	Project Name: Palomar Medical Center V	Vest New Hospital Increme	nt 2		
	Project Name: Palomar Medical Center V Location: 2185 Citracado Parkway Escon	dido CA 92029			
	Owner: Palomar Ponerado Health				
	Owner Contact (name and phone nur	nber): John Cole 858-59	7-7070/ Johna	@DPRinc.com	
	Architect or Engineer: CO Architects				
	Architect or Engineer: CO Architects Architect or Engineer Contact (name Project Mgr.: DPR Construction, Inc.	and phone number):	323-525-0500	)	
	Project Superintendent: N/A				
	Project Scheduler: N/A				
	Description of Project, Scope of Work	Performed: Sheet Meta	al, Single-Ply		
	Total Construction Cost: \$6,531,537.00	)			
	Total Change Order Amount: 0				
	Original Scheduled Date of Completio	n: February 2012			
	Time Extensions Granted (number of Days): 0				
Actual Date of Completion: February 2012					
Number of Stop Notices filed by subcontractors or suppliers: 0					
	NOTE: All references listed above shis advised to confirm the listing of a re	ould have correct and ference before includir	current telep ng them.	hone numbers. Bidder	
Bidd is tru	er hereby declares under penalty of per le and correct	jury that all the informa	ation provide	d in this questionnaire	
	1/1//////	·			
SIGN	NATURE Sean Tabazadeh,	EO/Secretary			

Phase 3 MADF Roof Replacement Project No. 7411E

	Sean	Tabazadeh,	CEO/Secretary
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TITLE

END OF DOCUMENT

\* Additional References Attached \*

#### **DOCUMENT 004519**

#### NON-COLLUSION AFFIDAVIT PUBLIC CONTRACT CODE §7106

### NON-COLLUSION DECLARATION TO BE EXECUTED BY BIPDER AND SUBMITTED WITH BID

The undersigned declares:
I am the CEO/Secretary of Best Contracting Services, Inc., the party making the foregoing bid.  [Office of Declarant] [Name of Bidder]
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on <u>April 03, 2017</u> [date] at <u>Gardena</u> [city], <u>California</u> [state].
Sean Tabazadeh, CEO/Secretary Name of Declarant (Please Print)  Signature of Declarant
END OF DOCUMENT

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

MANUAL MA	anna an	KINGSKONGSKONKSKOKS	XXXX	
				te verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.
On	Los Angeles April 3, 2017 Date	before me, Sean Tabazadel		Here Insert Name and Title of the Officer
				Name(s) of Signer(s)
subscribed to his/her/their a	o the within instr authorized capaci	ument and ackno ty(ies), and that by	wle his	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in sher/their signature(s) on the instrument the person(s), ed, executed the instrument.
NINA I	MICHAELA ANNE VO Notary Public - Cal Los Angeles Gou Commission # 216 ly Comm. Expires Sep	ifornia <b>K</b> inty NA 35136 4	o is W	certify under PENALTY OF PERJURY under the laws f the State of California that the foregoing paragraph is true and correct.  VITNESS my hand and official seal.  ignature Signature of Notary Public
P	Place Notary Seal			
Though this		nal, completing th	is in	ONAL  of the document or
Title or Type		Non Col Affi A		Document Date: 4/3/17  Named Above:
Signer's Name XCorporate C □ Partner — □ Individual □ Trustee	☐ Limited ☐ Ge ☐ Attorney ☐ ☐ Guardian	zadeh CEO/Secretar eneral in Fact		Signer's Name:  Corporate Officer — Title(s):  Partner — Limited   General  Individual   Attorney in Fact  Trustee Guardian or Conservator  Other:  Signer Is Representing:



## County of Sonoma Agenda Item Summary Report

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

#### **Agenda Item Number: 3**

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

To: Sonoma County Board of Supervisors

**Board Agenda Date:** May 2, 2017 **Vote Requirement:** Majority

**Department or Agency Name(s):** General Services, Sonoma County Employees Retirement Association

Staff Name and Phone Number: Supervisorial District(s):

Keith Lew: 707-565-3193 All

Title: Maintenance Agreement Between Sonoma County Employees Retirement Association and

**General Services Department** 

#### **Recommended Actions:**

Authorize the Director of General Services Department to enter into an agreement to provide maintenance services to Sonoma County Employees Retirement Association for a term of four years with initial revenue of \$20,608.

#### **Executive Summary:**

Sonoma County Employees Retirement Association ("Association") is a public employee retirement system established by the County of Sonoma to provide retirement, disability death and survivor benefits for its employees under the California Government Code and owns real property at 433 Aviation Boulevard in Santa Rosa, CA. where its offices are located. The Association would like to enter into an agreement with the County for corrective and preventative maintenance services provided by General Services Department.

#### Discussion:

The property located at 433 Aviation Boulevard in Santa Rosa, CA was built in 1994. The property is 15,619 square feet in building area and was purchased by the Association in 2012. The building is in good condition and has not experienced significant building systems issues in its operations over the last five years. The Association recognizes that a structured program of regular maintenance is required to keep the building in good operational condition and to reduce the likelihood of equipment failure and resulting disruption to operations. The Association does not have staff or expertise to operate and maintain the various building systems and desires to utilize County staff experienced in such systems to maintain their property.

General Services can provide all maintenance responsibilities for the property that include, but are not limited to, periodic and ad hoc inspection, repair, and maintenance of records documenting all of its maintenance actions for the property, including any maintenance actions requested by the Association. The scope of maintenance has been defined to meet the Association's budgetary constraints. While

recommended maintenance services by the International Facilities Maintenance Association is benchmarked at \$2.82 per square foot, maintenance items including exterior closure, pavement and grounds maintenance have been waived and will be addressed as issues occur. With the reduction in scope, the cost per square foot will be \$1.32 per square foot. General Services can also provide emergency maintenance response in the event of equipment or systems failures after normal working hours.

Minor construction projects will also be included in the scope of work as permitted by the Public Contract Code. This will allow to General Services to provide construction services for certain minor space alterations, installation of certain fixtures and energy efficient lighting improvements, and minor repairs. The maintenance agreement will result in additional revenue to the County for services performed.

General Services supports Sonoma County Employees Retirement Associations commitment to preserving its public assets by partnering with the association in their maintenance needs. This is a proactive effort of the Association in reducing costs for corrective maintenance and repair work that would be required if building systems and equipment are not properly maintained. This will benefit the public through reducing overhead costs in the administration of retirement plans.

#### **Prior Board Actions:**

None

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

Implementing a regular program of maintenance in accordance with industry standards will help prolong equipment and systems life cycles and reduce expenditures from premature failures and resulting costs.

Fiscal Summary			
FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected	
	\$20,608	\$21,844	
	\$20,608	\$21,844	
	\$20,608	\$21,844	
	\$20,608	\$21,844	
	FY 16-17	FY 16-17 Adopted  \$20,608  \$20,608  \$20,608	

The cost of providing maintenance service to Sonoma County Employee Retirement Association is estimated to be \$20,608. General Services will provide maintenance services through revenue from Sonoma County Employees Retirement Association.

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

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

General Services Facilities Maintenance has adequate staffing to provide maintenance services to the Sonoma County Employee Retirement Association. No additional staffing will be required.

#### **Attachments:**

Attachment 1: Agreement

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

County of Sonoma General Services Department Facilities Development and Management Division 2300 County Center Drive Suite A220 Santa Rosa, CA 94503

# AGREEMENT FOR FACILITIES MAINTENANCE AND REPAIR AT THE SONOMA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION APN:

#### PROJECT NAME:

This Agreement for Facilities Maintenance and Repair ("Agreement") is made and executed effective this \_\_\_\_\_ day of May 2017, by and between the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as "County," and Sonoma County Employees' Retirement Association (SCERA), a public employee retirement system, hereinafter referred to as "Owner." County and Owner are sometimes referred to herein collectively as "Parties" and in the singular as "Party."

WHEREAS, Owner possesses certain real property located at 433 Aviation Blvd., Santa Rosa, in Sonoma County, State of California, known herein as the "Property";

WHEREAS, Owner occupies the Property and requires ongoing repair and maintenance services for the Property;

WHEREAS, County has the capacity to perform maintenance and repairs to industry standard and in accordance with applicable standards, codes, and regulations to meet functional facilities needs of Owner;

WHEREAS, the Parties desire to work together to allocate their respective obligations related to this Agreement; and

WHEREAS, Owner's maintenance responsibilities, to be provided by the County, include those described and/or illustrated in Exhibit A, attached hereto and made a part of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, County and Owner agree as follows:

#### 1. TO BE PROVIDED BY THE COUNTY

County shall provide all maintenance responsibilities for the Property that include, but are not limited to, periodic and ad hoc inspection, repair, and replacement as illustrated in Exhibit A ("Maintenance"). County shall maintain records documenting all of its Maintenance actions for the Property, including any Maintenance actions requested by the Owner. These records shall include service logs kept on site and a Maintenance checklist. These records are available for review by the Owner on an annual basis.

#### 2. TO BE PROVIDED BY THE OWNER

Owner shall guarantee access to and make provisions for the County to enter upon the Property as required to perform Maintenance work. Owner shall provide escort to spaces containing secure and/or private information as necessary. Provisions for 24 hour, seven days per week (24/7) access shall be made by mutual agreement in the event emergency response is required.

Owner shall provide all pertinent maintenance data and records for review upon request, as available. Such records include but are not limited to, prior maintenance logs and product literature including catalog data, operations manuals, maintenance recommendations, warranty data, and equipment performance trend data, including but not limited to data for HVAC system components, electrical panels and switchgear, emergency generators, and water treatment systems as available.

Owner shall designate a single point of contact to serve as facilities representative. Owner's representative shall be available on a 24/7 basis in the event Emergency Maintenance is required. Owner shall designate a secondary point of contact to serve as representative in the event the primary contact is not available.

#### 3. EMERGENCY MAINTENANCE RESPONSE

Emergency maintenance for the Owner, defined as any major alarm condition, loss of system access, or loss of the ability to process calls at an individual site ("Emergency Maintenance"), shall be available 24 hours per day. A protocol for responding to an Emergency Maintenance call is included in Exhibit E. The County shall use best efforts to begin repairs to Emergency Maintenance items within two hours of notification. Additionally, the County shall notify the Owner when an emergency repair cannot be completed within a four hour period. If the County, in its performance under this Agreement, observes a condition requiring Emergency Maintenance, the County shall send notice to the Owner of such condition and may, in its discretion, commence measures to mitigate damage without authorization from the Owner. The foregoing sentence shall not be construed as an obligation of the County to commence or complete repairs absent authorization from the Owner.

#### 4. NON-EMERGENCY RESPONSE

The County shall respond within twenty-four hours to all non-Emergency Maintenance requests received Monday through Friday between 6:30 AM and 5:00 PM with an estimated date and time of service. A protocol for responding to a non-Emergency Maintenance request is included in Exhibit E.

#### 5. FEES

The amount of hours allocated for Maintenance services each year, and hourly rates for furnishing services under this Agreement, are attached as Exhibit B.

Maintenance: The regular hourly rate for Maintenance, further described in Exhibit B, includes compensation for labor in connection with preventative and corrective Maintenance outlined in Exhibit B. This hourly rate may be increased each year effective on the first day of each fiscal year (July 1 through June 30) based upon inflation and the percentage of any increase of the base salary of the workers providing Maintenance services under this Agreement. The cost for parts required for corrective maintenance shall be provided to the Owner for approval prior to commencement of the work and billed to the Owner.

Extra Work: All services beyond the services enumerated in Exhibit B, including Emergency Maintenance, shall constitute Extra Work. The Owner shall be invoiced for all Extra Work at the hourly rate designated for Extra Work in Exhibit B, and the parties agree that this rate is subject to change pursuant to this Section 5. Extra Work shall be identified and agreed upon prior to execution of the work, except for Emergency Maintenance identified and addressed by the County in its discretion pursuant to Section 3. The County may provide the Owner with a project budget for Extra Work, in advance of performing the Extra Work, on a form attached hereto as Exhibit D.

#### 6. PAYMENT

The County will invoice the Owner for fees derived pursuant to Exhibit B on a monthly basis based on work actually performed. The payment of fees under this Agreement shall be due within thirty (30) calendar days of receipt of County's invoice to the Owner. Invoiced fees based on preventative and corrective Maintenance as set forth in Exhibit B will be supported by documentation.

#### 7. MERGER; AMENDMENT

This Agreement constitutes the full and complete agreement of the Parties with respect to the matters covered herein. This Agreement may be modified only in writing executed by the Parties hereto.

#### 8. TERM AND TERMINATION

The term of this Agreement shall commence on the date written above and end on May 30, 2021, unless either party gives written notice of termination on or before the date that is ninety (90) days prior to the start of a new fiscal year. Absent action by the parties, this Agreement shall end on July 30, 2021.

In the event of a material breach by either Party, the non-breaching Party shall provide written notice of the provision of this Agreement being breached and the precise nature of the breach. If, after thirty (30) days after receiving such notice, the breaching Party has failed to remedy the breach, or to commence to diligently pursue a remedy, the non-breaching Party shall have the discretion to terminate this Agreement immediately upon written notice of termination.

In the event of a finding by the County that this Agreement is no longer in the public interest, County shall have the right at its sole and absolute discretion to terminate this Agreement immediately.

#### 9. INDEMNIFICATION

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

#### 10. JURISDICTION AND VENUE

This Agreement is subject to the laws and jurisdiction of the State of California. Initial venue for any legal proceeding brought in conjunction with this Agreement shall be the Superior Court of the County of Sonoma, State of California. Each party waives any federal court removal and/or original jurisdiction rights it may have.

#### 11. EVIDENCE OF SELF INSURANCE

County shall provide evidence of self-insurance as contained in Exhibit C.

#### 12. NOTICES, BILLS AND PAYMENTS

Any notices, bills, and payments provided pursuant to this Agreement shall be provided by personal delivery or by U.S. Mail, courier service, or email to the following addresses:

#### If to Owner

Sonoma County Employees' Retirement Association 433 Aviation Blvd., Suite 100 Santa Rosa, CA94503 julie.wyne@sonoma-county.org

#### If to County

County of Sonoma General Services Department 2300 County Center Drive, Ste. A220 Santa Rosa, CA 95403 caroline.judy@sonoma-county.org

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by 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 email (for a payment, on or before the due date), (2) the sender has a written confirmation of the email, and (3) the 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. FORCE MAJEURE

The County's 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 by strike, lockout, or similar labor disturbances, the time for County's performance of this Agreement shall be extended by a number of days equal to the number of days County has been delayed.

#### 14. 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. Owner 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. Owner and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

#### 15. 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. 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF SONOMA	OWNER
	SONOMA COUNT EMPLOYEES' RETIREMENT ASSOCIATION
By:	Ву:
Caroline Judy Director, Sonoma County General Services Department	Print Name: Title:
Date:	Date:
Approved as to form:	
County Counsel	

#### Exhibit List:

EXHIBIT "A" Description of Maintenance Responsibilities EXHIBIT "B" Schedule of Fees for Preventative Maintenance EXHIBIT "C" County of Sonoma Self Insurance Coverage EXHIBIT "D" Sample Project Budget EXHIBIT "E" Work Order Flow

# EXHIBIT "A" SERVICES TO BE PROVIDED BY COUNTY

The County will provide the services described below to the Owner.

#### MAINTENANCE RESPONSIBILITIES

Provide corrective and preventative maintenance, for Owner, on the building shell and core, commonly called the "Backbone". Annual preventative maintenance includes a maximum of 200 hours and, unless otherwise specified, does not include materials. Equipment groups and areas included in preventative maintenance are as follows:

- External Building Maintenance
  - Roofing
- Interior Systems Maintenance
  - o HVAC Systems repair and replacement
    - Chillers
    - Boilers
    - Preventative Maintenance: Typical work may include but is not limited to:
      - Preventative maintenance inspections and service
      - Cleaning and replacement of parts and equipment as scheduled or needed
      - Lubrication of parts
      - Maintenance of records, detailing service, preventative maintenance and predictive maintenance
      - Calibration of equipment as needed
      - Oil analysis
      - Submittal of reports, service and preventative/predictive maintenance records as specified.
      - Repairs as authorized by the Owner, including furniture, fixtures and equipment
  - o Plumbing
  - Electrical Systems including:
    - Main power distribution
    - Secondary power distribution
    - Uninterrupted Power Systems (UPS)
    - Lighting replacement and retrofits
    - Building automation system
  - Building and general maintenance including interior walls, doors, ceilings, partitions and interior finishes
  - o Corrective maintenance
- Roads and grounds maintenance
  - o for sidewalks
  - parking lot paving repairs
  - o Storm drainage including catch basins, manholes, subsurface drainage
- Administrative support services Call center staffing to receive incoming service requests, twenty-four hours a day, seven days a week.

# EXHIBIT "B" SCHEDULE OF FEES FOR PREVENTATIVE MAINTENANCE SERVICES

Preventative and Corrective Maintenance

Allocated Hours Regular Labor Hourly Rate Total Preventative and Corrective

Maintenance

200 \$103.04 \$20,608

Extra Work, including Emergency Maintenance\*
Allocated Hours
Overtime Labor Hourly Rate

Reimbursable \$123.64

<sup>\*</sup>Emergency maintenance rates apply to Emergency Maintenance services provided on weekdays between the hours of 5:00 PM and 6:30 AM and weekends from Fridays at 5:00 PM to Mondays at 6:30 AM. The minimum time for an emergency maintenance service call will be three hours.

## EXHIBIT "C" COUNTY OF SONOMA SELF INSURANCE COVERAGE

County shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. County shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by Owner. Any requirement for County to maintain insurance after completion of the Work shall survive this Agreement.

Owner reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Owner's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or Owner's failure to identify any insurance deficiency shall not relieve County 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 County 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 for bodily injury by Disease per employee; \$1,000,000 for bodily injury by Disease per policy.
- **d.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Owner.
- e. Required Evidence of Insurance:
  - i. Certificate of Insurance.

If County currently has no employees as defined by the Labor Code of the State of California, County 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 General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If County maintains higher limits than the specified minimum limits, Owner requires and shall be entitled to coverage for the higher limits maintained by County.
- 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 Owner. County is responsible for any deductible or selfinsured retention and shall fund it upon Owner's written request, regardless of

- whether County has a claim against the insurance or is named as a party in any action involving the Owner.
- **d.** Insurance shall be continued for one (1) year after completion of the Work.
- **e.** Sonoma County Employees' Retirement Association shall be endorsed as additional insureds for liability arising out of ongoing <u>and</u> completed operations by or on behalf of the County in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the Work under this Agreement.
- **f.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- **g.** 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).
- **h.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Owner.
- **i.** The policy shall cover inter-insured suits between the additional insureds and County and include a "separation of insureds" or "severability" clause which treats each insured separately.

#### **i.** Required Evidence of Insurance:

- i. Copy of the additional insured endorsement or policy language granting additional insured status; and
- ii. Certificate of Insurance.

#### 3. Automobile Liability Insurance

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

#### 4. Standards for Insurance Companies

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

The required insurance requirements may be satisfied by a combination of self-insurance and pooled or purchased excess insurance.

#### 5. Documentation

- **a.** The Certificate of Insurance must include the following reference: <u>Facilities Maintenance Agreement County of Sonoma / SCERA.</u>
- **b.** County shall submit all required Evidence of Insurance prior to the execution of this Agreement. County agrees to maintain current Evidence of Insurance on file with Owner as specified in Sections 1 3 above.
- **c.** The name and address for Additional Insured endorsements and Certificates of Insurance is: <u>SCERA, 433 Aviation Blvd, Suite 100, Santa Rosa, CA 95403.</u>
- d. County shall submit required Evidence of Insurance 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.** County shall provide immediate written notice if: (1) any of the required insurance policies are 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, County shall provide certified copies of required insurance policies within thirty (30) days.

#### 6. Policy Obligations

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

#### 7. Material Breach

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

## EXHIBIT "D" SAMPLE PROJECT BUDGET

#### PROJECT ESTIMATED COSTS

Project #: SAMPLE PROJECT

Project Title: Server Room Electrical Work

	LAE	BOR	MATL	SUBS	TOTAL	SUBTOTAL
	HOURS	COSTS			_	
HAZARDOUS MATERIALS TESTING		0			0	
HAZARDOUS MATERIALS REMOVAL	0	0			0	0
INSTALLATION: Scope of Work						
Reconfigure and upgrade electrcal supply to						
the server room racks as needed to						
accommodate equipment changes. Crew						
size, two Builing Mechanics	24	2473	675		3148	
		0			0	
		0			0	
		0			0	
D. i. F.		0			0	
Painting		0			0	3148
Management	3	328			328	3140
Estimate		0			0	328
	27	2801	675	0	3476	3476
			In-house field	labor		\$2,473
			Subcontracto	ors		\$0
			Management			\$328
			Material with	Sales Tax		\$729
			Total Direct C	Costs		\$3,530
			Contingency			\$353

This estimate is good for 60 days. Facilities Operations reserves the right to review estimate after that point.

THIS ESTIMATE CONSTITUTES A CONTRACT WHEN ACCEPTED BY THE CLIENT. FDMD WILL PROVIDE THE SERVICES LISTED ABOVE FOR A COST NOT TO EXCEED THE TOTAL ESTIMATED COSTS. THE ACTUAL COSTS ARE FOR THE LABOR AND MATERIAL COSTS INCURRED. ANY REMAINING FUNDS CAN BE RETURNED TO THE FUNDING DEPARTMENT THROUGH A NEGATIVE CHANGE ORDER.

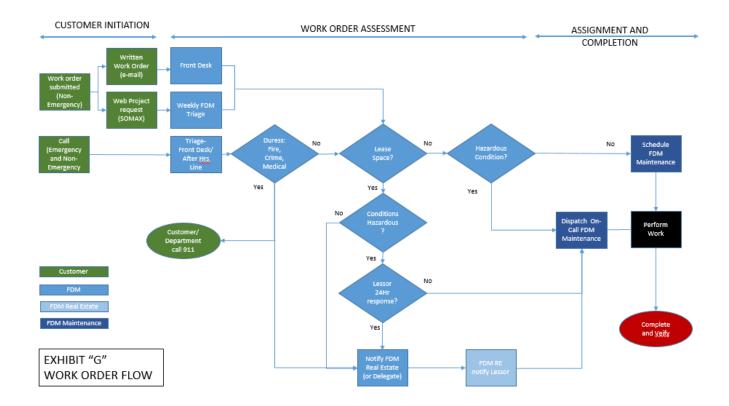
NOTE: ALL SPECIFICATIONS, PLANS, AND BUILDING PERMITS, IF NECESSARY, WILL BE PROVIDED THROUGH FDMD PROJECTS GROUP.

**Total Estimated Project** 

Estimate prepared by:

\$3,883

#### EXHIBIT "E" WORK ORDER FLOW





## County of Sonoma Agenda Item Summary Report

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

#### Agenda Item Number: 4

Supervisorial District(s):

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

To: Sonoma County Board of Supervisors

**Board Agenda Date:** May 2, 2017 **Vote Requirement:** Majority

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

Staff Name and Phone Number:

Marc McDonald, General Services: 707-565-3468

Michael Kennedy, Health Services: 707-565-5157

Title: New Lease for Department of Health Services at 5350 Old Redwood Highway, Suite 600,

Petaluma; and Lease Amendment at 1360 North McDowell Boulevard, Petaluma to support

safety net services

#### **Recommended Actions:**

Authorize multiple actions relating to a new lease with Cornerstone Properties SA, LLC, for 6,361 square feet of office space, located at 5350 Old Redwood Highway, Suite 600, Petaluma for the purposes of providing clinical treatment and specialty mental health treatment services to south-County clients and extend the existing lease term at 1360 North McDowell Blvd. Petaluma to enable tenant improvements at the new location.

- A. Authorize the Clerk of the Board to publish a notice, declaring the Board's intent to execute a short-term lease amendment with Circle V Daytona, LLC, to extend the current lease term (which expires May 31, 2017 through January 31, 2018, at the current rental rate of \$6,938 per month (\$83,257 per year) (\$1.86 per sq. ft.), for 3,736 sq. ft. of office space located at 1360 North McDowell Boulevard, Petaluma;
- B. Authorize the Clerk to publish a notice, declaring the Board's intention to execute a lease with Cornerstone Properties SA, LLC, for 6,361 sq. ft. of office space, located at 5350 Old Redwood Highway, Suite 600, Petaluma, for an initial rental rate of \$10,496 per month (\$125,948 per year) (\$1.65 per sq. ft.), which is subject to adjustment as more particularly described in the lease, for an initial term of 10 years, with two, 5-year options to extend the term; and
- C. Authorize the General Services Director to execute a letter-agreement whereby the Landlord will prepare architectural construction drawings and apply for building permits prior to the potential execution of the proposed lease and approval by the Board.

#### **Executive Summary:**

This matter involves a proposed new lease for the relocation of the Department of Health Services Behavioral Health Division program which is currently located in 3,736 sq. ft. of office space located at 1360 North McDowell Boulevard in Petaluma (the Current Premises) to a larger, 6,361 sq. ft. facility at

5350 Old Redwood Highway, Suite 600, Petaluma. In addition, staff seeks approval of a short-term, eight-month lease extension for the Current Lease to allow time for construction of the tenant improvements needed for the new location. Health Services provides behavioral health outreach services and also partners with community-based organizations such as the Goodwill Industries of the Redwood Empire to provide services to its clients residing in the south Sonoma County area.

The New Premises will provide a larger facility to accommodate Health Services and its community partners (such as Goodwill Industries), and will provide a space for the community stakeholders to conduct meetings and provide services. The New Premises are easily accessible from Highway 101, public transportation is available, and there will be increased parking at this site. County clients residing in south Sonoma County will also have easy, one-stop access to County services at a single location at 5350 Old Redwood Highway, Petaluma. By placing mental health service locations within each of four outlying regions (Northern Region – Cloverdale, 2) Eastern Region – Sonoma, 3) Southern Region – Petaluma, and 4) Western Region – Guerneville), Health Services is able to provide services to those in need within their communities. In addition, this model allows the Community Mental Health Clinic program staff to take part in community-based education as well as forging partnerships with local stakeholders. (Please see Attachment 1 – Site Plan.)

#### **Discussion:**

At the Current Premises, the Behavioral Health Division provides behavioral health outreach services and also partners with community-based organizations such as Goodwill Industries of the Redwood Empire to provide services to its south Sonoma County clients. Health Services has leased this location since January, 1991, and the lease expires May 31, 2017.

At the expiration of the Current Lease, Health Services will relocate to a new facility a short distance from its current location to 5350 Old Redwood Highway in Petaluma. The Department will be co-located with the County Human Services Department, who recently executed a lease for Suites 100 and 400 at 5350 Old Redwood Highway, Petaluma.

Cornerstone Properties SA, LLC (the New Landlord), for the lease at 5350 Old Redwood Highway, Suite 600, Petaluma (the New Premises) has informed County staff that construction of the new offices will take approximately six months through January, 2018, to complete the tenant improvements. It is therefore necessary to extend the term of the current lease for 1360 North McDowell for an additional eight months through January 31, 2018, in anticipation of the completion of the New Premises for County occupancy.

**General.** This item seeks Board approval to authorize the Clerk of the Board to: 1) publish a notice, declaring the Board's intent to execute a lease with Cornerstone Properties SA, LLC, for the lease of 6,361 sq. ft. of office space at 5350 Old Redwood Highway, Suite 600, in Petaluma, at a rental rate of \$10,496 per month (\$1.65 per sq. ft.) (\$125,948 per year): and 2) to publish a notice, declaring the Board's intent to execute a lease amendment with Circle V Daytona, LLC, to extend the lease term through January 31, 2018, at the current rental rate of \$6,938 per month (\$1.86 per sq. ft.)(\$83,257 per year), for 3,736 sq. ft. of office space at 1360 North McDowell Boulevard, Petaluma.

**Neighborhood Services Model.** The Department of Health Services Behavioral Health Division operates the Community Mental Health Clinics program, which utilizes mental health services facilities in each of the four most outlying communities within the County of Sonoma as follows: 1) Northern Region – Cloverdale, 2) Eastern Region – Sonoma, 3) Southern Region – Petaluma, and 4) Western Region –

Guerneville. This model allows Health Services to conduct outreach and engagement activities to identify adults who live in geographically isolated areas outside of Sonoma County's service hub of Santa Rosa, and who may be in need of specialty mental health treatment. By placing mental health service locations within each region, Health Services is able to provide services to those in need within their communities. In addition, this model allows the Community Mental Health Clinic program staff to take part in community-based education as well as forging partnerships with local stakeholders.

The focus of services provided at the regional facilities is on reaching, identifying, and engaging underserved individuals and communities in the mental health system, and reducing disparities identified by Sonoma County. The following populations are a priority for outreach and engagement:

- People who are homeless
- People who abuse substances
- Veterans
- People experiencing a recent psychiatric hospitalization
- Ethnic and cultural populations in particular, Latinos
- Individuals from the Lesbian, Gay, Bisexual, Transgendered, Queer, Questioning and Intersex Community
- People who are geographically isolated

From these program facilities, Health Services conducts outreach and engagement activities to identify adults living in outlying communities and who may be in need of specialty mental health treatment. When assessed as needing mental health services, direct specialty mental health services may be provided on site or in the field.

Community Mental Health Clinic program staff from the regional neighborhood-based facilities can efficiently meet with various community-based stakeholder groups to target residents who may be exhibiting behaviors that may be a result of a mental illness and who may require services. Program services may include welfare checks, street outreach, and home visits in each of these geographic areas. In addition, staff provide mental health training and consultation to support Alexander Valley Healthcare, Petaluma Health Center, Russian River Health Center, Alliance Medical Center, and Wallace House Homeless Shelter.

#### Current Lease for the Department of Health Services 1360 North McDowell Boulevard.

The Department of Health Services Behavioral Health has leased 3,736 sq. ft. of office space at 1360 North McDowell Boulevard, Petaluma (the Current Premises) from Circle V Daytona, LLC (the Current Landlord) since January, 1991. On December 6, 2016, your Board approved execution of an amendment to extend the lease term through May 31, 2017, at the then current rental rate of \$6,938 per month (\$1.86 per sq. ft.).

At this facility, the Department of Health Services' Behavioral Health Division provides behavioral health outreach services and also partners with community-based organizations such as Goodwill Industries of the Redwood Empire to provide services to Health Services' south Sonoma County clients.

The Current Landlord has agreed to extend the lease term through January 31, 2018, to accommodate County's need to remain at the Current Premises to provide the time needed for the completion of tenant improvements, and the preparation of premises at 5350 Old Redwood Highway, Suite 600 Petaluma.

Staff has negotiated an amendment to extend the lease for the Current Premises, as follows:

Lease term: An eight-month extension effective June 1, 2017 through January 31, 2018.

Either party may terminate the lease with 60-days' prior written notice to the

other party.

Rent: The rent for the extension period would remain at the current rental rate of

\$6,938.08 per month (\$1.86 per sq. ft.). This rental rate approximates fair market value, as within a 5-mile radius of this Petaluma location, office lease rates currently range from \$1.45 to \$2.30 per sq. ft. The total additional rent

cost for the proposed eight-month extension period would be \$55,505.

Proposed new Lease for the Department of Health Services at 5350 Old Redwood Highway, Suite 600 Petaluma. Staff has identified an alternate site at 5350 Old Redwood Highway, Suite 600, in Petaluma (New Premises) in which to relocate its offices from the current location at 1360 North McDowell Boulevard. On August 16, 2016, your Board approved execution of a lease for the Human Services Department at 5350 Old Redwood Highway, Suite 100, Petaluma. Through its Neighborhood Services Program, the Human Services Department plans to deliver an array of Department services at this location for its south Sonoma County clients.

Similar to the 'one-stop shop' delivery model for the Human Services Department and the Department of Health Services at The Lakes office complex in south Santa Rosa, Health Services seeks to provide a 'one-stop' location for south Sonoma County clients who are in need of both County Health Services and County Human Services assistance, by co-locating with Human Services at the 5350 Old Redwood Highway location.

Staff has negotiated the terms of the proposed lease with Cornerstone Properties SA, LLC (the New Landlord), as follows:

Premises: 6,361 sq. ft. of office space, at 5350 Old Redwood Highway, Suite 600,

Petaluma.

Occupancy: After completion of tenant improvements and fixturization,

occupancy of the proposed Premises is anticipated to occur on or

about February 1, 2018.

Term: Initial term of 10 years, with two, 5-year options to extend the lease

term.

Rent: The monthly rent will be \$10,496 per month (\$1.65 per sq. ft.)

(\$125,948 per year). Rent will be adjusted by \$0.05 psf annually for

the initial term. The proposed rent rate of \$1.65 per sq. ft.

approximates market rental value. Within a 1-mile radius of 5350 Old Redwood Highway, Petaluma, and for similar-sized office space, rental

rates currently range from \$1.65 to \$1.95 per sq. ft.

Lease concessions: County is provided with rent abatement for 2,000 sq. ft. of the New

Premises for the first 2 years of the lease term, equal to savings of \$3,300 per month, or \$39,600 for Year 1; and savings of \$3,400 per month; or \$40,800 for Year 2. The total rent savings is \$80,400.

One-time expenses Tenant improvements will be performed turnkey by the Landlord.

The total one-time expenses (which includes moving, furniture, Information Systems Department expenses, and proxy card

installation) is approximately \$105,573. These one-time expenses will be paid by Health Services, utilizing Intergovernmental Transfer funds.

Termination: County may terminate the lease for non-appropriation of funds or the

discontinuance of the program(s), or for any reason with 120 days' notice to the Landlord, and payment of a termination penalty as

provided in the New Lease.

**Funding.** Mental Health Services Act (85%) and Federal Financial Participation (15%) are the sources of funding for the lease for 1360 North McDowell, Petaluma and the proposed, new lease at 5350 Old Redwood Highway, Suite 600, Petaluma.

Proposed Letter Agreement. To expedite construction and facilitate efforts to have the Premises ready as early as possible for the relocation of the program, staff proposes a letter-agreement whereby the Landlord will proceed with construction drawings and permit applications during the public noticing period required by the California Government Code, provided the County guarantees reimbursement of these costs, in an amount not to exceed \$35,000, should the Board of Supervisors not approve the proposed Lease on or before June 6, 2017. In the event the County executes the proposed Lease on or before June 6, 2017, the County will have no obligation to reimburse Landlord for these costs as they are a landlord responsibility under the proposed Lease. The letter-agreement is proposed and endorsed by Health Services as a means to attain the targeted occupancy date of February 1, 2018. Please see <a href="https://doi.org/10.1007/10.1007/2018/">Attachment 6</a> for a copy of the proposed letter-agreement.

**Public Notice Requirement.** Government Code Section 25350 requires the Board to publish a notice of its intent to enter into a lease valued in excess of \$50,000 for three (3) consecutive weeks prior to consummation of the proposed lease. After the required posting period, this matter will return to the Board at 8:30 A.M., on or after June 6, 2017, for consummation of the proposed lease for 5350 Old Redwood Highway, Suite 600, Petaluma.

#### **Prior Board Actions:**

#### 1360 North McDowell Boulevard, Petaluma:

12/06/16—Authorized General Services Director to execute 6th lease amendment

11/15/16—Declared intent to enter into 6<sup>th</sup> lease amendment with Circle V Daytona, LLC

09/11/12—Authorized the General Services Director, or his Deputy, to execute 5<sup>th</sup> lease amendment

08/31/12—Declared intent to enter into 5<sup>th</sup> lease amendment with 1360 McDowell LLC

10/10/06—Authorized General Services Director to execute 4th lease amendment

#### 5350 Old Redwood Highway, Suite 600, Petaluma:

None.

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

The proposed lease extension for 1360 North McDowell Boulevard, Petaluma and the new lease for 5350 Old Redwood Highway, Suite 600, Petaluma will allow continuity in the delivery of Health Services program services to clients in the south Sonoma County area.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$6,938	\$190,118	\$87,442
Additional Appropriation Requested			
Total Expenditures	\$6,938	\$190,118	\$87,442
Funding Sources			
General Fund/WA GF			
State/Federal	\$6,938	\$190,118	\$87,442
Fees/Other			
Use of Fund Balance			
Contingencies	_		
Total Sources	\$6,938	\$190,118	\$87,442

#### **Narrative Explanation of Fiscal Impacts:**

The total additional rent cost for the proposed eight-month extension period at 1360 North McDowell Boulevard will be \$55,505 for the 8-month extension period of June 1, 2017 through January 31, 2018, calculated as follows: \$6,938/month for June, 2017 plus \$6,938/month for July, 2017-February, 2018.

The New Lease is anticipated to commence on February 1, 2018. Rent per month is \$10,496 rent or \$125,948 per year. However, the New Lease provides rent abatement for 2,000 sq. ft. of the New Premises for the first 2 years, reducing the rent to \$7,196 per month for Year 1, and reducing the rent to \$7,414 per month for Year 2.

The total for lease rent and moving expenses for FY17/18 is calculated as follows:

Rent - 1360 North McDowell (July, 2017 through January, 2018) = 48,567Rent - 5350 Old Redwood Highway (February, 2018 through June, 2018) = 35,9781-time move costs (County) = 105,573Total FY17/18 \$190,118

The total for lease rent for FY18/19 is calculated as follows:

Rent – 5350 Old Redwood Highway (July 1, 2018 through June, 2019) = \$87,442

#### Staffing Impacts

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

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

None.

#### **Attachments:**

Attachment 1: Site Plan

Attachment 2: Notice of Intent for 1360 North McDowell Boulevard, Petaluma

Attachment 3: Copy of proposed Lease Amendment for 1360 North McDowell Boulevard, Petaluma

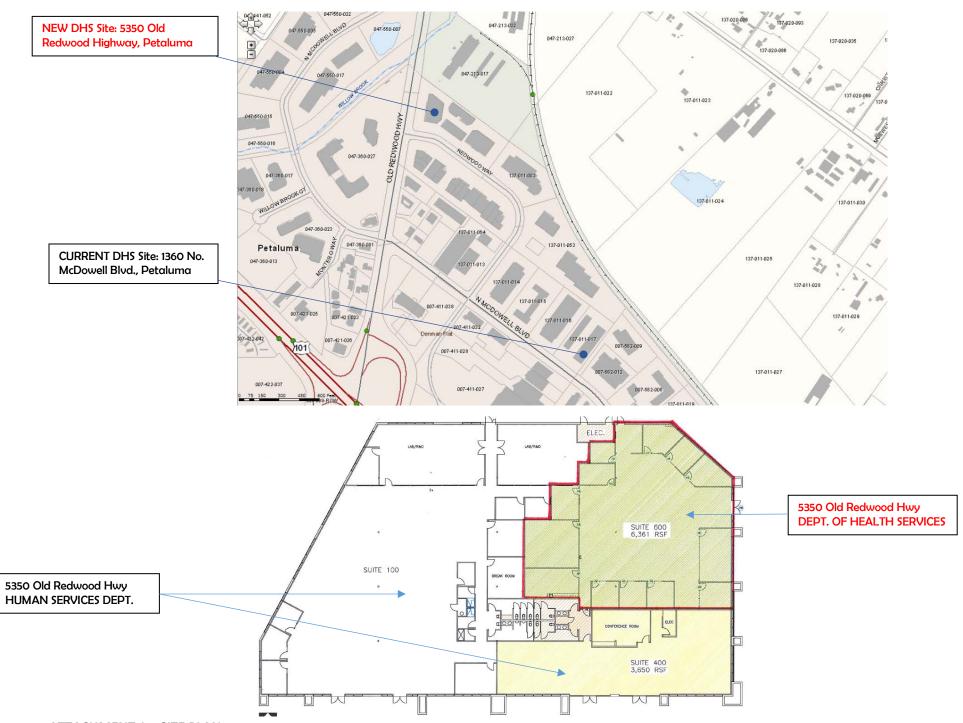
Attachment 4: Notice of Intent for 5350 Old Redwood Highway, Suite 600, Petaluma

Attachment 5: Copy of proposed Lease for 5350 Old Redwood Highway, Suite 600, Petaluma

Attachment 6: Copy of proposed letter-agreement for 5350 Old Redwood Highway, Suite 600, Petaluma

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

None.



# PUBLIC NOTICE OF INTENT OF COUNTY TO LEASE REAL PROPERTY

NOTICE IS GIVEN that the Sonoma County Board of Supervisors intends to authorize the General Services Director, to execute a lease amendment for approximately three thousand seven hundred thirty-six (3,736) sq. ft. of office space located at 1360 North McDowell Boulevard, California ("Premises"), for use by the County Department of Health Services. The Board intends to amend the Lease with Circle V Daytona, LLC ("Lessor"), in order to extend the lease term through January 31, 2018, for a rental rate of Six Thousand Nine Hundred Thirty-Eight and 08/100 Dollars (\$6,938.08) per month. Additional information regarding the proposed lease amendment is available for public review at the Office of the Director of the Sonoma County General Services Department, 2300 County Center Drive, Suite A200, Santa Rosa, California 95403. The Board of Supervisors will meet on or about June 6, 2017, at 8:30 a.m., at the Sonoma County Administration Building, Room 102A, 575 Administration Drive, Santa Rosa, California to consummate the lease amendment.

Clerk of the Board of Supervisors

Public notice of the County's intention to amend the Lease for the Premises shall be published once a week for three successive weeks in accordance with Government Code Section 25350 and 6063.

#### **SEVENTH AMENDMENT TO LEASE**

#### RECITALS

WHEREAS, Lessor and Lessee entered into that certain Lease dated December 6, 1990 for a portion of the premises commonly known as 1360 North McDowell Boulevard, Petaluma, California ("Original Lease"); and

WHEREAS, on October 27, 1993 Lessee exercised its option to extend the term of the Lease for three (3) additional years by delivering written notice to Lessor in accordance with the Lease; and

WHEREAS, Lessor and Lessee entered into that certain First Amendment to Lease ("Amendment #1"), dated March 21, 1994; and

WHEREAS, Lessor and Lessee entered into that certain Second Amendment to Lease ("Amendment #2"), dated January 7, 1997; and

WHEREAS, on July 1, 1999, Lessee exercised its option to extend the term of the Lease for an additional three (3) years by delivering written notice to Lessor in accordance with the Lease; and

WHEREAS, on October 30, 2002, Lessee exercised its option to extend the term of the Lease for an additional three (3) years by delivering written notice to Lessor in accordance with the Lease; and

WHEREAS, on April 30, 2003, Lessee terminated the Lease effective June 30, 2003 in accordance with the Lease; and

WHEREAS, Lessor and Lessee entered into that certain Third Amendment to Lease ("Amendment #3") dated July 1, 2003 in order to reinstate the Lease among other things; and

WHEREAS, Lessor and Lessee entered into that certain Fourth Amendment to Lease ("Amendment #4") dated October 17, 2006; and

WHEREAS, Lessor and Lessee entered into that certain Fifth Amendment to Lease ("Amendment #5") dated November 6, 2011; and

WHEREAS, Lessor and Lessee Entered into that certain Sixth Amendment to Lease ("Amendment #6) dated December 21, 2016; and

WHEREAS, the Original Lease as modified by Amendment #1, Amendment #2, Amendment #3, Amendment #4, Amendment #5, Amendment #6, and exercise of the extension options, is hereafter referred to as the "Lease"; and

WHEREAS, Lessor and Lessee desire to further amend the Lease in order to extend the term for an additional period of eight (8) months, commencing June 1, 2017 and expiring on January 31, 2018 (the "Extended Lease Term"), and to modify certain other terms and provisions of the Lease.

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

#### AGREEMENT

- 1. The foregoing recitals are true and correct.
- 2. Effective as of the Effective Date of this Seventh Amendment, the Lease is modified as follows:
- A. <u>Term.</u> The Lease term shall be extended for a period commencing on June 1, 2017 and expiring on January 31, 2018.
- B. Rent for the Extended Lease Term shall be as follows: June 1, 2017 through January 31, 2018: \$6,938.08 per month.
- 3. Hold Over. Any holding over after the expiration of the Term of this Lease shall be deemed a tenancy at sufferance or, upon Lessor's written election, a month-to-month tenancy in either event with Base Rent at the rate of two hundred percent (200%) of the rental in effect for the last month immediately preceding such expiration or termination, and upon each and every one of the terms, conditions and covenants of this Lease (with Lessee having the continuing obligation to pay any additional rent as provided herein). Acceptance by Lessor of rent after such expiration or earlier termination shall not constitute a consent to a hold over or result in an extension of this Lease. Lessee shall pay an entire month's Base Rent calculated in accordance herewith for any portion of a month it holds over and remains in possession of the Premises. Lessee acknowledges and agrees that Lessor intends to lease the Premises (in whole, in part, or as a part of a larger portion of the Building) to another Lessee immediately after the Term ends and that any breach or other violation of the provisions of this paragraph may result in material damages to Lessor (including any damages to Lessor in connection with its reletting of the Premises and/or other portions of the Building). Lessee will indemnify, hold harmless, and defend Lessor from all damages, losses, and costs (including reasonable attorneys' fees and all court costs) that Lessor suffers as a result of Lessee's holdover use and occupancy of the Premises.
- 4. Except to the extent the Lease is specifically amended or supplemented hereby, the Lease, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate, or otherwise affect any provision of the Lease or any right of Lessee arising thereunder.

5. This Amendment #7 shall be governed by and construed under the laws of the State of California, and any action to enforce the terms of this Amendment #7 or for the breach thereof shall be brought and tried in the County of Sonoma.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT #7 AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT #7, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #7 as of the Effective Date.

	LESSOR:	CIRCLE V DAYTONA, LLC, successor-in-interest to 1360 McDowell, LLC  By:			
		By: Benjamin A. Smith, it's managing member			
	LESSEE:	<b>COUNTY OF SONOMA</b> , a political subdivision of the State of California			
		By:Caroline Judy, Director			
		General Services Department			
The General Services Director is authorized to execute this Amendment #7, pursuant to the Board of Supervisors' Summary Action dated, 2017.					
APPROVED AS TO FORM F	FOR COUNTY:				
Elizabeth Coleman With Deputy County Counsel		_			
APPROVED AS TO SUBSTA	ANCE FOR CO	DUNTY:			
Barbie Robinson, Director Department of Health Servic	es				
Marc McDonald, Real Estate General Services Departmer		_			
CERTIFICATE OF INSURAN	NCE ON FILE \	WITH DEPARTMENT:			
Reviewed by:		Date:			

# PUBLIC NOTICE OF INTENT OF COUNTY TO LEASE REAL PROPERTY

NOTICE IS GIVEN that the Sonoma County Board of Supervisors intends to authorize the General Services Director, to execute a lease for six thousand three hundred sixty-one (6,361) sq. ft. of office space located at 5350 Old Redwood Highway, Suite 600, Petaluma, California ("Premises"), for use by the County Department of Health Services. The Board intends to enter into a lease with Cornerstone Properties SA, LLC ("Landlord"), for a rental rate of Ten Thousand Four Hundred Ninety-Five and 65/100 Dollars (\$10,495.65) per month. Additional information regarding the proposed lease is available for public review at the Office of the Director of the Sonoma County General Services Department, 2300 County Center Drive, Suite A200, Santa Rosa, California 95403. The Board of Supervisors will meet on or about June 6, 2017, at 8:30 a.m., at the Sonoma County Administration Building, Room 102A, 575 Administration Drive, Santa Rosa, California to consummate the lease amendment.

Clerk of the Board of Supervisors

Public notice of the County's intention to amend the Lease for the Premises shall be published once a week for three successive weeks in accordance with Government Code Section 25350 and 6063.

## **OFFICE LEASE**

#### **BETWEEN**

# CORNERSTONE PROPERTIES SA, LLC AND COUNTY OF SONOMA



# FOR 5350 Old Redwood Highway, Suite 600 Petaluma, CA

DATED	
	. 2017

## LEASE

This Lease ("Lease") is made this day of \_\_\_\_\_\_\_\_\_, 2017 ("Effective Date"), by and between **CORNERSTONE PROPERTIES SA, LLC**, a California limited liability company ("Landlord"), and the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Tenant"). Landlord and Tenant are sometimes collectively referred to herein as the "parties" and singularly, as "party."

#### ARTICLE 1

# REAL PROPERTY, BUILDING, AND PREMISES

- Landlord those certain premises described in **Exhibit A** attached hereto ("Premises"), which are situated on in that certain single-story office building commonly known as **5350 Old Redwood Highway** ("Building"), which Building is situated on that certain real property commonly known as Sonoma County Assessor's Parcel Number 137-250-001 located in the City of Petaluma, County of Sonoma, State of California ("Real Property"). Subject to verification as provided in <u>Subsection 1.4.2</u>, the Rentable Area (as defined in <u>Section 1.4.9</u>) and the Usable Area (as defined in <u>Section 1.4.9</u>) of the Premises is six thousand three hundred sixty-one (6,361) square feet, while the Rentable Area of the Building is twenty-two thousand five hundred eighty-three (22,583) square feet. The Building, the areas servicing the Building, and the land on which the Building and those areas are located (as shown on the site plan attached to this Lease as **Exhibit B**) are sometimes collectively referred to as the "Real Property".
- 1.2 Appurtenant Rights. Tenant shall have the right to the non-exclusive use, in common with others, throughout the term of this Lease, of all common stairways, sidewalks, plazas and walkways, easements and service alleys surrounding the Building, delivery and loading areas and facilities of the Building, telephone equipment rooms and all other common facilities in or about the Building, and the appurtenances thereto, as the same may exist from time to time. Such use shall be for Tenant and its customers, agents, employees, assignees, subtenants, licensees and invitees, and shall be in common with the use of same by Landlord, its tenants, customers, agents, employees, licensees and invitees. Landlord covenants that all light and air now enjoyed by the Premises shall not be interrupted or disturbed by any act of Landlord during the term of this Lease, unless such interruption or disturbance is caused by repairs, replacements, alterations, or improvements made to comply with Laws and Orders (as defined in Article 12). The areas described in the first sentence of this Section 1.2, together with the parking area associated with the Building, are hereinafter referred to as the "Common Area".
- 1.3 <u>Preparation of Premises; Acceptance.</u> The rights and obligations of the parties regarding the construction and renovation of the Premises before the commencement of the Lease Term are stated in the Leasehold Improvement Agreement ("LIA") attached to this Lease as **Exhibit C**. If this Lease conflicts with the LIA, the LIA shall prevail. Landlord hereby represents and warrants to Tenant that Landlord shall complete the Premises in accordance with the terms and conditions of the LIA, even in the event that Landlord fails to obtain financing for some or all of the improvements. The General Contractor (as defined in the LIA) shall comply with the applicable provisions of California Labor Code Sections 1720.2 and 1770 et seq., regarding prevailing wages. Landlord agrees to engage a qualified third-party CalGreen or similarly qualified professional during the inspection phase to ensure the leasehold improvement project is in

compliance with applicable CalGreen requirements on or promptly after the date of Substantial Completion (as defined below).

# 1.4 Rentable Area and Usable Area.

- 1.4.1 <u>Standard of Calculation</u>. For purposes of this Lease, "Rentable Area," "Rentable Square Feet," "Rentable Square Footage," "Usable Area," "Usable Square Feet," "Usable Square Footage" and R/U Ratio shall be calculated under the American National Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-2010 or successor standard(s), adopted by the Building Owners and Managers Association International ("BOMA"). The R/U Ratio for the Building is one (1).
- 1.4.2 Verification of Rentable Area and Usable Area. Within thirty (30) days after execution of this Lease, Landlord's architect shall calculate and certify in writing to Landlord and Tenant the Rentable Area and Usable Area of the Premises. If Tenant disagrees with the determination of the Rentable Area or Usable Area of the Premises as calculated by Landlord's architect, Tenant shall provide Landlord with written notice of Tenant's disagreement ("Tenant's Notice of Disapproval") within thirty (30) days after the date on which Tenant receives the calculation by Landlord's architect. The parties shall diligently attempt in good faith to resolve the disagreement over the Rentable Area or Usable Area of the Premises within thirty (30) days after the date on which Landlord receives Tenant's Notice of Disapproval. If the parties are unable to resolve the disagreement within that period of time, the dispute shall be resolved by arbitration under Article 23, except that the arbitrator must be a licensed architect with a minimum of five (5) years' experience in designing office buildings similar to the Building, and the arbitrator must render a final decision within forty-five (45) days after the date on which the arbitrator is selected. Landlord shall provide written certification of the Rentable and Usable Area of the Premises at Landlord's sole cost and expense.
- 1.4.3 Adjustment of Rent. On the final determination of the Rentable Area of the Premises, if the Rentable Area is different from that stated in Section 1.1, Rent that is based on the Rentable Area shall be recalculated in accordance with that final determination. On the recalculation of Rent as provided in this Subsection 1.4.3, the parties shall execute an amendment to this Lease, stating the recalculated Rentable Area and the recalculated Rent. Execution of that amendment shall not be a condition precedent to the effectiveness of the recalculated Rent. If there is a dispute over the Rentable Area of the Premises that has not been settled as provided in Subsection 1.4.2 by the date on which Tenant is required to begin paying Rent under this Lease, Tenant shall pay to Landlord the Rent stated in Section 4.1 until final determination of the Rentable Area of the Premises. If the Rent after final determination of the Rentable Area of the Premises is more than the Rent specified in Section 4.1, the deficiency must be paid by Tenant to Landlord, without interest, within thirty (30) days after that final determination. If the Rent after final determination of the Rentable Area of the Premises is less than the Rent in Section 4.1, Landlord shall credit the overpayment made by Tenant to the next Rent due, without interest.

### **ARTICLE 2**

## **TERM**

2.1 <u>Term</u>. The term of this Lease ("Lease Term") shall commence on the Commencement Date provided for in <u>Section 2.2</u> below and shall end upon the expiration of ten (10) years following said Commencement Date plus the number of days between the

Commencement Date and the first day of the next successive calendar month if the Commencement Date occurs on a day other than the first day of a calendar month ("Lease Expiration Date"), subject to any option, renewal or extension rights of Tenant as provided for in this Lease.

2.2 <u>Commencement Date</u>. The Lease Term shall commence on **January 1**, **2018**Landlord and Tenant shall execute a written acknowledgment of the Commencement Date and shall attach it to this Lease as **Exhibit D**.

# 2.2.1 Refreshment - Initial Term and Option Terms.

- A. At the commencement of the 61<sup>st</sup> month of the Lease Term, Landlord, at its sole cost and expense, shall provide Tenant with a refreshment of the Premises as follows: (1) Re-paint the Premises with up to two (2) colors reasonably acceptable to both parties (with Landlord responsible for any loose furniture relocation necessary to accomplish the re-painting); and (2) Replace any substantially worn or damaged carpet tiles with a different color, complementary style or in a different pattern reasonably acceptable to the parties.
- B. Provided Tenant exercises its first option to extend (as defined in <u>Section 2.5</u> below) the Lease Term, Landlord, at its sole cost and expense, shall provide Tenant with a refreshment of the Premises as follows: (1) Re-paint the Premises with up to two (2) colors reasonably acceptable to both parties (with Landlord responsible for any loose furniture relocation necessary to accomplish the re-painting); and (2) Re-carpet the Premises in colors and in a style reasonably acceptable to both parties (with Tenant responsible for any furniture relocation or lifting necessary to accomplish the re-carpeting).
- C. Provided Tenant exercises its second option to extend (as defined in <u>Section 2.5</u> below) the Lease Term, Landlord, at its sole cost and expense, shall provide Tenant with a refreshment as follows: (1) Re-paint the Premises with up to two (2) colors reasonably acceptable to both parties (with Tenant responsible for any furniture relocation or lifting necessary to accomplish the re-painting); and (2) Replace any substantially worn or damaged carpet tiles with a different color, complementary style or in a different pattern reasonably acceptable to the parties.
- Substantial Completion of Landlord's Work. The work to be done in the Premises 2.3 by Landlord pursuant to the provisions of **Exhibit C** shall be "substantially completed" when Landlord has delivered to Tenant a temporary or final certificate of occupancy for the Premises and Landlord's work has been substantially performed, although minor details or adjustments that do not interfere with Tenant's use of such space may have not been completed. Landlord shall diligently pursue completion of any minor details or adjustments that have not been performed at the time Landlord gives the aforesaid notice of substantial completion to Tenant. Notwithstanding anything contained herein to the contrary, if, after receiving the aforesaid notice from Landlord that the Landlord's work is substantially completed, Tenant shall be delayed in installing and completing or having installed and completed any finishing work necessary for the operation of Tenant's business in the Premises (including, without limitation, files, reproduction and other office equipment, and telephone communications facilities) or in completing the move or installation of substantially all of its furniture and other equipment into the Premises so as not to be able to commence its business there, by reason of fire, casualty, acts of God, strikes, lockouts, or other labor troubles, inability to secure materials, governmental laws or regulations, or other causes of whatever kind beyond the reasonable control of Tenant, then the Commencement Date shall be deferred for a period of time equivalent to the period of such delay, any said deferral not to exceed

sixty (60) days. Evidence of when the Landlord's work has been substantially performed shall be a certificate to that effect signed by Landlord's architect and Tenant's architect. The terms "Substantial Completion of Landlord's Work", "substantially completed" and similar terms are defined in Section 5.1 of Exhibit C. Landlord agrees to use reasonable efforts to provide Tenant with at least thirty (30) days' advance notice of the date on which the Premises are expected to be substantially completed. Provided Tenant has complied with the insurance provisions set forth in Section 9.1 and Exhibit G, Tenant shall have the right of early access to the Premises for a period of thirty (30) calendar days prior to the Commencement Date for installation of Tenant's furniture, fixtures and equipment.

- 2.4 Delay in Commencement. If Landlord, for any reason whatsoever (other than a Tenant Delay (as such term is defined in the LIA) or other reason as otherwise provided below). fails to give Tenant notice by December 1, 2017, that the Landlord's work in the Premises is substantially completed, as provided for above, then Tenant may withhold from the first rental payment and subsequent rental payments as may be necessary, as liquidated damages, an amount equal to the Rent otherwise due for each day after said date during which Landlord has failed to give Tenant such notice of substantial completion. Notwithstanding the foregoing, if Landlord, for any reason whatsoever (other than a Tenant Delay (as such term is defined in the LIA) or as provided below), fails to give Tenant notice that Landlord's work in the Premises is substantially completed by January 1, 2018, Tenant at its option shall have the right, by giving Landlord fifteen (15) days' prior written notice of its intention to do so, to cancel this Lease (without complying with Section 2.6), and upon Landlord's return of any monies previously deposited by Tenant, the parties hereto shall have no further rights or liabilities with respect to each other. Landlord's obligation to complete the Premises within the time specified in this Section 2.4 shall not be extended for any reason except delays caused by Tenant, casualty, acts of God, strikes, lockouts, or other labor troubles, fire, flood, war, civil disorder or government regulations or government delay (e.g. delays in issuance of any permit or other entitlement required for the Premises, government-caused delays in conducting any inspection required by any such permit or entitlement and similar delays).
- 2.5 Option to Extend Term. Landlord grants to Tenant two (2) consecutive options to extend the Lease Term ("Extension Option") for a period of five (5) years each ("Option Term"), subject to the conditions described in this Section 2.5. The Extension Options must be exercised by Tenant, if at all, only at the time and in the manner provided in this Section 2.5.
- 2.5.1 <u>Exercise of Option</u>. If Tenant wishes to exercise its Extension Option with respect to an Option Term, Tenant shall deliver written notice to Landlord no less than six (6) months before the expiration of the initial Lease Term or first Option Term, as the case may be.
- 2.5.2 <u>Conditions of Option</u>. Each Extension Option may be exercised only by written notice delivered by Tenant to Landlord as provided in <u>Subsection 2.5.1</u> and only if, as of the date of delivery of the notice, Tenant is not in default under this Lease after the expiration of any applicable cure periods. If Tenant properly exercises the Extension Option, the Lease Term, as it applies to the entire Premises then leased by Tenant, shall be extended for the respective Option Term. If Tenant properly exercises its first Extension Option, Landlord shall, prior to the commencement of the first Option Term, repaint the Premises and install new carpeting throughout the Premises during non-business hours in a manner acceptable to Tenant at Landlord's sole cost and expense. Tenant shall be responsible for all furniture and equipment relocation/lifting necessary to effect the installation of new carpet pursuant to this Section.

## 2.5.3 Option Rent.

2.5.3.1 Rental Rates. The monthly Rent payable by Tenant during the first year of each Option Term shall be equal to ninety-five percent (95%) the Fair Market Rental Value of the Premises as of the commencement of the Option Term. For purposes of this Section 2.5.3.1, Fair Market Rental Value of the Premises shall be determined in the manner provided in Section 2.5.3.2. The rental rate per square foot of Rentable Area per month during years 2 through 5 of each Option Term shall be the rental rate per square foot of Rentable Area per month in effect during year one of the Option Term, increased by five cents (5¢) per square foot per month.

2.5.3.2 <u>Fair Market Rental Value of the Premises</u>. For purposes of this <u>Section 2.5.3.2</u>, Fair Market Rental Value of the Premises shall be the rental rate, including all escalations, at which tenants renew leases of comparable space as of the commencement of the Option Term. For this purpose, "comparable space" shall be office space that is: (a) not subleased; (b) not subject to another tenant's expansion rights; (c) not leased to a tenant that holds an ownership interest in the landlord; (d) not leased to a tenant under a renewal or an extension of a lease; (e) comparable in size, location, and quality to the Premises; (f) leased for a term comparable to the Option Term; and (g) located in comparable buildings.

2.5.3.3 Adjustment for Tenant Improvement Allowance. If in determining the Fair Market Rental Value the parties determine that the economic terms of renewal leases of comparable space include a tenant improvement allowance, Landlord may, at Landlord's sole option, elect to do the following: (a) grant some or all of the value of the tenant improvement allowance as an allowance for the refurbishment of the Premises; and (b) reduce the base rent component of the Fair Market Rental Value to be an effective rental rate that takes into consideration the total dollar value of that portion of the tenant improvement allowance that Landlord has elected not to grant to Tenant (in which case that portion of the tenant improvement allowance evidenced in the effective rental rate shall not be granted to Tenant).

2.5.4 <u>Amendment to Lease</u>. If Tenant timely exercises an Extension Option, Landlord and Tenant shall execute an amendment to this Lease, extending the Lease Term for the respective Option Term on the terms and conditions set forth in this <u>Section 2.5</u>. Execution of that amendment shall not be a condition precedent to the effectiveness of the respective Option Term. Landlord and Tenant hereby acknowledge that the Director of General Services has been delegated authority to execute such an amendment, as required pursuant to this <u>Section 2.5.4</u>.

### 2.6 Termination by Tenant.

2.6.1 Tenant may terminate this Lease, in accordance with <u>Section 2.6.2</u> below, upon one hundred twenty (120) days' prior written notice to Landlord ("Termination Notice") on the happening of any one or more of the following events: (a) the County Board of Supervisors fails to appropriate sufficient funds for the rental of the property covered by this Lease; (b) the County Board of Supervisors discontinues, in whole or in part, the program or agency for which the Premises were leased; (c) the funding, whether County, State or Federal, for the program or agency for which the Premises were leased is reduced or withdrawn; or (d) for any reason, or no reason.

# 2.6.2 Termination Procedures.

2.6.2.1 <u>Exercise of Termination Right</u>. The Premises subject to a Termination Notice shall be referred to as the "Canceled Premises." The termination shall be

effective as of one hundred twenty (120) days after Tenant delivers the Termination Notice to Landlord ("Lease Termination Date"). If Tenant terminates the Lease pursuant to this <u>Section 2.6</u>, Tenant's delivery of the Termination Notice to Landlord shall\_be accompanied by an amount equal to the Lease Termination Fee, as defined in <u>Subsection 2.6.2.2</u>.

2.6.2.2 <u>Lease Termination Fee.</u> Before giving the Termination Notice, Tenant shall give Landlord a preliminary notice stating Tenant's intention to exercise the right to terminate and the proposed Lease Termination Date. Within thirty (30) days after receiving the preliminary notice from Tenant, Landlord shall notify Tenant of the amount of the Lease Termination Fee based on the appropriate Lease Termination Date set forth in Tenant's notice. The Lease Termination Fee shall be equal to the "Unamortized Value" of the "Lease Concessions," as defined in this <u>Subsection 2.6.2.2</u>.

2.6.2.2, "Lease Concessions" shall be equal to the sum of: (a) Landlord's cost of designing, permitting and constructing the tenant improvements pursuant to the LIA and the cost of all other improvements constructed by Landlord in connection with Landlord's delivery of the Canceled Premises to Tenant; and (b) the amount of the real estate commissions paid by Landlord to the brokers in connection with the consummation of this Lease. Landlord shall provide Tenant with an itemized statement of Landlord's actual costs under (a) and (b) above within sixty (60) days after completion of all such improvements and payment of commissions to brokers, however, failure by Landlord to timely deliver such an itemized statement shall not relieve Tenant of its obligation to pay the Lease Termination Fee. The itemized statement(s) pursuant to this <u>Subsection 2.6.2.2.1</u> shall be attached to this Lease as <u>Attachment D</u> to <u>Exhibit C</u> and incorporated herein by this reference.

2.6.2.2.2 <u>Unamortized Value of Lease Concessions</u>. The items set forth in <u>Section 2.6.2.2.1</u> shall be amortized on a straight-line basis over the one hundred twenty (120) month initial Lease Term beginning on the Commencement Date, together with interest thereon at the prime rate per annum (as said prime rate is published in the Wall Street Journal), and the Unamortized Value of the Lease Concessions shall be determined based upon the unexpired portion of the Initial Lease Term as of the Termination Date set forth in Tenant's Termination Notice.

2.7 <u>Holding Over</u>. Any holding over by Tenant shall not be nor be construed to be a renewal of the term of this Lease but shall constitute a month-to-month tenancy which may be terminated by either party upon ninety (90) days' prior written notice to the other party, and shall otherwise be on the same terms and conditions herein set forth, except the Rent shall be one hundred five percent (105%) of the Rent last payable under this Lease.

# **ARTICLE 3**

# **USE OF PREMISES**

- 3.1 <u>Tenant's Use</u>. Tenant shall use and occupy the Premises for government office and directly related uses.
- 3.2 <u>Landlord's Obligations</u>. Landlord shall lease space in the Building only for purposes consistent with the maintenance of a first class office/commercial building of the kind and character

of the Building as of the date hereof.

3.3 <u>Tenant's Obligations</u>. Tenant shall use and occupy the Premises and Building and Real Property only in a manner that will not unreasonably disturb other tenants in the Building. Tenant hereby agrees to comply with the Rules and Regulations attached hereto as **Exhibit E**, as well as such other reasonable rules and regulations as may be promulgated by Landlord and provided and reasonably agreed to by Tenant from time to time, provided that such other rules and regulations do not unreasonably interfere with Tenant's reasonable use and enjoyment of the Premises.

# **ARTICLE 4**

### RENT

- 4.1 <u>Definition of "Rent"</u>. Commencing on the Commencement Date, Tenant shall pay to Landlord rent ("Rent") in equal monthly installments of Ten Thousand Four Hundred Ninety-Five and 65/100 Dollars (\$10,495.65) (\$1.65 per square foot of Rentable Area per month), in advance on or before the first day of each and every calendar month during the Lease Term, without any setoff or deduction except as provided in <u>Section 4.4</u>. Landlord shall provide an invoice to Tenant no later than the 10<sup>th</sup> day of the preceding month for the following month's Rent, however failure by Landlord to deliver any such invoice to Tenant shall not relieve Tenant of the obligation to pay Rent. Payment shall be made at the address set forth in <u>Section 19.3</u> or at any other place that Landlord may from time to time designate in writing. Tenant shall not be obligated to recognize any agent for the collection of Rent until written notice of the appointment and the extent of the authority of such agent shall be provided to Tenant by Landlord. Tenant shall not be responsible for any operating expenses or operating expense pass-throughs (e.g. expense stop or base year type) during the Lease Term.
- 4.2 <u>Initial Payment; Proration</u>. The Rent for the first full calendar month of the Lease Term shall be paid on the Commencement Date. If any payment date (including the Commencement Date) for Rent, falls on a day other than the last day of that calendar month, or if any Rent payment is for a period shorter than one calendar month, the Rent for that fractional calendar month shall accrue on a daily basis for each day of that fractional month at a daily rate equal to 1/365 of the total annual Rent. All other payments or adjustments that are required to be made under the terms of this Lease and that require proration on a time basis shall be prorated on the same basis.
- 4.3 <u>Rental Adjustments</u>. Rent shall be increased by five cents (\$.05) per sq. ft. of Rentable Area per month on the first anniversary date of the Commencement Date and on each subsequent anniversary date of the Commencement Date occurring thereafter during the term of this Lease, including Option Terms, if any.
- 4.4 Rent Concessions. During the first twenty-four (24) months of the Lease Term, Landlord shall abate a portion of the Base Rent, as follows: (a) Three Thousand Three Hundred and No/100 Dollars (\$3,300.00) per month for the first consecutive twelve (12) months of the Lease Term; and (b) Three Thousand Four Hundred and No/100 Dollars (\$3,400.00) per month for the second consecutive twelve (12) months of the Lease Term. Commencing with the twenty-fifth (25<sup>th</sup>) month of the Lease Term, Tenant shall no longer be entitled to any rental concession, rental abatement or rental credit of any kind.

### MAINTENANCE

- Maintenance of Building and Premises. Except as otherwise provided in this Lease, 5.1 during the Lease Term, Landlord, at its expense, agrees to maintain the Building and the Premises, in first class condition appropriate for a building of this type and in this location. This obligation shall include, but not by way of limitation, the maintenance and repair of any air conditioning, heating, ventilating, sprinkler, sewage, electrical, gas, life safety, water supply or steam system, foundation, superstructure, structural roof, roofing membrane, exterior walls, and other structural members and parts of the Building, all ordinary maintenance of the exterior portions of the Building such as painting and/or washing the exterior walls and windows, maintaining the exterior portions of the Building, cleaning and maintaining sidewalks adjacent to the Building, rubbish removal and all interior maintenance, repair and replacement, including, without limitation, the replacement of fluorescent and other lighting (e.g., light bulbs, ballasts) and furnishing of all restroom cleaning and supplies. In addition, Landlord shall provide, for the use by Tenant and its customers, agents, employees, assignees, subtenants, licensees and invitees during the hours of 7:00 a.m. - 6:00 p.m., Monday through Friday; excluding County holidays (hereinafter, the "Normal Business Hours"), building utility services and building maintenance personnel who shall, at the option of Landlord, be either on duty in the Building or reasonably available to the Tenant and capable of promptly performing the services or work required hereby. Landlord shall have thirty (30) days after notice from Tenant to perform its obligations under this Section 5.1, except that Landlord shall perform its obligations immediately if the nature of the problem presents a hazard or emergency or substantially interferes with Tenant's use of the Premises. If Landlord does not perform its obligations within the time limitations in this Section 5.1, Tenant may perform the obligations after first giving Landlord ten (10) days' prior written notice of its intention to do so, and provided Landlord does not perform its obligations within said ten (10) day period. Tenant shall have the right to be reimbursed for the sum Tenant actually expends in the performance of Landlord's obligations.
- 5.2 <u>Maintenance by Tenant</u>. Tenant shall be responsible for the maintenance, including repair and/or replacement desired by Tenant, of its interior signs, furnishings, trade fixtures installed by or on behalf of Tenant, and other personal property used in connection with the Premises. Tenant shall not be responsible for any of the items that are Landlord's responsibilities under this Lease.

### **ARTICLE 6**

## **UTILITIES AND SERVICES**

6.1 <u>Landlord to Provide Utilities</u>. Landlord shall provide and pay for electricity service for ordinary lighting and business needs (e.g. typewriters, adding machines, fax machines, printers, and computer terminals), gas, water, sewer, and heat and air conditioning (in the customary periods of the year and during Normal Business Hours), all in reasonable amounts not to exceed the capacities of the utility systems serving the Building and Premises making delivery to Tenant, such amounts not to be less than the amounts being used upon the commencement of this Lease plus Tenant's reasonable growth.

- After Hours Utilities. If requested by Tenant, Landlord shall furnish heat and air 6.2 conditioning at times other than during Normal Business Hours ("After Hours Utilities") and the cost of such After Hours Utilities as established by Landlord shall be paid by Tenant as Additional Rent, payable concurrently with the next installment of monthly Rent. As of the Effective Date, Landlord's charges for After Hours Utilities are Thirty-Five Dollars (\$35) per heating and air conditioning ("HVAC") unit per hour, and any increases in such charges during the Lease Term shall be based on actual increases in Landlord's cost of providing the same. Landlord's charges for After Hours Utilities shall be based on Landlord's actual direct utility costs (e.g., PG&E bills), plus Landlord's other actual and estimated costs, including, without limitation, the costs of filters, belts, refrigerant, labor, hazmat disposal, a reasonable depreciation factor or replacement reserve for the HVAC system on account of said additional hours of operation. Landlord and Tenant agree that After Hours Utilities hourly rate has been established in an amount so as to reimburse Landlord for its actual cost to provide the After Hours Utilities and a reasonable reserve for depreciation or replacement of the HVAC equipment, without a profit to Landlord. Tenant acknowledges that at least twenty-four (24) business hours' prior notice to Landlord is required for any After Hours Utilities.
- Failure to Furnish Utilities. Except as hereinafter provided, Landlord shall not be 6.3 liable for any failure to furnish any of such services or utilities when such failure is caused by strikes, lockouts, other labor troubles or other conditions beyond Landlord's reasonable control (financial inability excepted), and Tenant shall not be entitled to any damages nor shall any such failure relieve Tenant of the obligation to pay Rent, or constitute or be construed as a constructive or other eviction of Tenant. Notwithstanding the foregoing, Rent of any kind provided in this Lease shall be equitably abated in the event Landlord, for whatever reason, is unable to supply any utilities serving the Premises for a period of thirty-six (36) hours or more, unless the damage or defective condition relating to failure of such systems is caused by: (a) Tenant, its employees, licensees or invitees; or (b) strike, lockout or other labor troubles; or (c) other conditions beyond Landlord's reasonable control (financial inability excepted). If the damage or defective condition is caused by one of the above three listed reasons, then the amount of such abatement shall be agreed upon by Landlord and Tenant or, in the event Landlord and Tenant are unable to agree on such abatement, the amount shall be determined in an arbitration proceeding (pursuant to the terms of Article 23) according to the extent to which such unavailability interferes with Tenant's normal business operations on the Premises. If Landlord's failure to furnish any such services or utilities to the Premises or to supply any of the Building's sanitary, electrical, heating, air conditioning, water or other systems serving the Premises for any period of time in excess of twenty-four (24) hours is caused by the negligence or willful act of Landlord, or Landlord's agents or contractors, there shall be an immediate abatement of Rent for the period of such failure or lack of supply in excess of said twenty-four (24) hour period. In the event of any stoppage or interruption of services, Landlord shall use commercially reasonable and diligent efforts to restore said services as soon as possible. Tenant, however, shall have the right, at its option, to terminate this Lease if any such stoppage or interruption of said services continues for any reason for more than fourteen (14) consecutive days.
- 6.4 <u>Janitorial Services</u>. Landlord agrees to provide reasonable bonded cleaning service consistent with first class buildings for the Premises and for all of the public and common areas in the Building and appurtenances thereto, including stairways. Such services shall include those set forth in <u>Exhibit F</u> attached hereto and incorporated herein by this reference. Tenant shall have the right for any reason whatsoever or for no reason, upon thirty (30) days' prior written notice to Landlord, to assume responsibility for providing janitorial service and supplies to the Premises, and in said event, the Rent due under this Lease shall be reduced by the actual amount of savings in

costs for such janitorial services and supplies incurred by Landlord as a result of such performance by Tenant, as determined based on the actual costs incurred by Landlord for such janitorial service and supplies during the 12-month period ending on the last day of the last full calendar month ending before the commencement of such performance by Tenant. Landlord covenants and agrees, at its sole cost and expense: (a) to comply with all present and future Laws and Orders regarding the collection, sorting, separation, and recycling of garbage, trash, rubbish and other effuse (collectively "trash"); (b) to sort and separate trash and recycling into such categories as are provided by Laws and Orders; and (c) that Landlord shall pay all costs, expenses, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Landlord's failure to comply with the provisions of this Section 6.3.

6.5 <u>Security Services</u>. Tenant shall have the right to have installed in the Premises, a card key access system or other security system, subject to Landlord's prior written approval which shall not be unreasonably withheld or delayed beyond ten (10) business days. Tenant shall provide Landlord's property manager with an activated card-key and/or the password to the security system so that Landlord may enter the Premises to carry out Landlord's obligations under this Lease.

## ARTICLE 7

# **ALTERATIONS AND IMPROVEMENTS**

During the term of this Lease, Tenant shall make no alterations, installations, additions, or improvements to the Premises costing more than Twenty Thousand and No/100 Dollars (\$20,000.00) without submitting to Landlord plans and specifications therefor at least thirty (30) days prior to commencement of work, and obtaining Landlord's written consent, which consent will not be unreasonably withheld or delayed. In the event Tenant makes any alterations, installations, additions, or improvements to the Premises costing less than Twenty Thousand and No/100 Dollars (\$20,000.00), then Tenant shall provide Landlord with plans and specifications therefor, within thirty (30) days of commencement of the work. Landlord, without any cost to itself, shall cooperate with Tenant in securing building and other permits and authority necessary from time to time for any work permitted under this Lease. Tenant may at any time remove any equipment and trade fixtures installed by or on behalf of Tenant in the Premises. Improvements made by Tenant at any time to the Premises during the term of this Lease shall be and remain the property of Tenant until the expiration or sooner termination of the Lease Term, whereupon ownership thereof will vest in Landlord, unless Landlord otherwise requires.

#### **ARTICLE 8**

### **PARKING**

Included in Tenant's rental herein is the right of Tenant's customers and invitees to use free of charge, in common with other tenants (except as expressly provided below), a total of twenty-five (25) parking spaces (approximately four (4) parking spaces for each 1,000 square feet of Rentable Area) in the parking area associated with the Building as shown on the site plan attached hereto as **Exhibit B**.

### INSURANCE AND INDEMNITY

9.1 <u>Insurance</u>. Landlord and Tenant shall maintain insurance as described in <u>Exhibit</u> <u>G</u>, which is attached hereto and incorporated herein by this reference.

# 9.2 <u>Indemnity</u>.

- 9.2.1 Indemnification of Landlord. Tenant agrees to indemnify Landlord against and save Landlord harmless from any and all loss, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs that may be asserted by any party and incurred in connection with or arising from: (a) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed; (b) the use or occupancy or manner of use or occupancy of Tenant; (c) the condition of the Premises related to Tenant's duties under this Lease, or any occurrence on the Premises from any cause whatsoever, except to the extent caused by the negligence or willful misconduct of Landlord or related to the duties of Landlord under this Lease; or (d) any acts, omissions or negligence of Tenant or of the contractors, agents, employees, visitors or licensees of Tenant in, on or about the Premises or the Building. Tenant's obligations under this Section 9.2.1 shall survive the termination of the Lease.
- 9.2.2 Indemnification of Tenant. Landlord agrees to indemnify Tenant against and save Tenant harmless from any and all loss, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs that may be asserted by any party and incurred in connection with or arising from: (a) any default by Landlord in the observance or performance of any of the terms, covenants or conditions of this Lease on Landlord's part to be observed or performed; (b) the use or occupancy or manner of use or occupancy of the Building by Landlord or any person or entity claiming through or under Landlord, except Tenant; (c) the condition of the Building or any occurrence in the Building from any cause whatsoever except to the extent caused by the negligence or willful misconduct of Tenant; or (d) any acts, omissions or negligence of Landlord or of the contractors, agents, employees, visitors or licensees of Landlord in, on or about the Building including, without limitation, the design and construction of the Building or the Premises. Landlord's obligations under this Section 9.2.2 shall survive the termination of the Lease.

# **ARTICLE 10**

#### DESTRUCTION AND UNTENANTABILITY OF PREMISES

10.1 Loss -- Insured or Uninsured. Subject to the options to terminate hereinafter provided in this Article 10, if during the Lease Term, the Building or any portion thereof is damaged by fire, earthquake or other casualty or peril, Landlord shall with all due diligence (upon receipt of insurance proceeds) repair or rebuild the Building and the Premises to the condition at least equal to that existing immediately prior to said damage. In connection therewith, Landlord shall use any such insurance proceeds for such purpose, together with any insurance proceeds received by Tenant by reason of insurance on improvements made by it in excess of the actual amount needed to replace or restore Tenant's improvements, fixtures and equipment, provided that any such proceeds received by Tenant shall be used only for the replacement or restoration of Tenant's

improvements, fixtures and equipment. If, by reason of the provisions of any mortgage or deed of trust executed by Landlord encumbering the Building, insurance proceeds are required to be made payable to the lienholder and/or the policies of insurance placed in its custody, Tenant hereby consents thereto, provided that the lienholder in question shall first agree in writing with Landlord to make the proceeds of said insurance available for the repair and restoration of the Building.

- 10.2 <u>Major Damage</u>. For purposes of this <u>Article 10</u>, "major damage" to the Building resulting from fire, earthquake or any other casualty or peril is defined as damage to such extent that the estimated cost of full repair of such damage is greater than fifty percent (50%) of the then full replacement value of the Building as required for purposes of the then existing insurance policies provided for in <u>Article 9</u>. Any other damage to the Building from any such casualty or risks shall be deemed to be "non-major."
- 10.3 <u>Tenant's Option to Terminate in Certain Events</u>. If during the Lease Term the Building or any portion thereof receives damage to such an extent that the cost to repair the damage exceeds twenty percent (20%) of the then full replacement value of the Building and the effect of which is to render the Premises untenantable, in Tenant's opinion, for continued occupancy for a period of two hundred forty (240) days or more, then Tenant shall have the option to terminate this Lease upon thirty (30) days' notice to Landlord.
- Landlord's Option to Terminate in Event of Major Damage to Building. If during the Lease Term the Building or any portion thereof receives major damage, Landlord shall have the option to terminate this Lease on sixty (60) days' written notice to Tenant, provided that Landlord also terminates the leases of all other tenants of the Building, in which event proration of Rent shall be made to be effective upon the date of such major damage, and Landlord shall have no further obligations to Tenant. Notwithstanding the foregoing, Landlord shall have the absolute obligation to rebuild the Building after major damage in the manner set forth in Section 10.1 if either (a) the insurance proceeds are sufficient to pay for such rebuilding and Tenant does not elect to terminate this Lease pursuant to Section 10.3 above, or (b) Tenant gives notice, in writing, prior to the expiration of the 60-day period set forth above, that it desires to have the Building, or so much thereof as may be necessary to constitute a complete architectural unit, restored to a condition that will provide Tenant with suitable facilities, satisfactory in the parties' reasonable determination, for its continued use of the Premises, and that Tenant will supply any additional funds, if any, that may be necessary, in addition to any insurance proceeds, to pay for such partial rebuilding. If Tenant gives such notice to Landlord, Tenant and Landlord shall each agree upon the plans and specifications for such rebuilding, the cost thereof, and the method by which Tenant shall supply to Landlord the additional funds necessary for such rebuilding, and the Rent necessary for such rebuilding, and the Rent paid by Tenant shall be equitably reduced in accordance with its contribution of additional funds toward such rebuilding by amortizing such contribution over the then remaining Lease Term. If Landlord and Tenant are unable to agree on any aspect of such rebuilding, the matter shall be submitted to arbitration in accordance with the provisions of Article 23.
- 10.5 <u>Proration</u>. In the event of termination pursuant to the provisions of this <u>Article 10</u>, Tenant shall surrender to Landlord possession of the Premises and shall pay to Landlord any Rent hereunder accruing to the date of such damage.
- 10.6 <u>Abatement of Rent</u>. In the event that after any damage or destruction this Lease is not terminated in accordance with its provisions, Rent shall be equitably prorated and abated during the period commencing with the date of the casualty and continuing until such repairs are

completed in the proportion that the Rent of the part usable by Tenant for the normal operation of Tenant's business on the Premises bears to the rental of the total space then leased by Tenant, taking into consideration the rental rate per Rentable Square Foot for the space for which the proration is made and any adverse effects and disruptions to Tenant's business caused during the period of such repairs.

### **ARTICLE 11**

### EMINENT DOMAIN

- 11.1 <u>Appropriation</u>. In the event of any taking of or damage to all or any part of the Building or Premises, including any interest therein or appurtenant thereto, by reason of any exercise of the power of eminent domain, whether by a condemnation proceeding, inverse condemnation or otherwise, or in the event of any transfer, conveyance, or sale of all or any part of the Building or Premises, including any interest therein, or appurtenant thereto made in lieu of an exercise of the power of eminent domain (all of the foregoing being hereinafter referred to as "appropriation") prior to or during the Lease Term, the rights and obligations of Landlord and Tenant with respect to such appropriation, each time there is an instance of such appropriation, shall be governed by the provisions of this <u>Article 11</u>.
- 11.2 <u>Date of Appropriation</u>. For the purposes of this <u>Article 11</u>, the date of appropriation shall be the date upon which the condemning authority takes possession of all or any part of the Building or any interest therein or appurtenant thereto, or the date upon which Tenant is required by the condemning authority to commence vacating the Premises or any portion thereof, or any interest therein or appurtenant thereto, as a result of such appropriation, whichever date shall first occur.
- 11.3 <u>Appropriation of All of the Building</u>. In the event of appropriation of all of the Building, this Lease, subject to all provisions of this <u>Article 11</u> pertaining to payments to be made, shall terminate as of the date of such appropriation.
  - 11.4 Appropriation of Less than All of the Building or Premises.
- 11.4.1 <u>General Provisions</u>. Except as provided in this <u>Section 11.4</u>, in the event of appropriation of less than all of the Building or of the Premises, this Lease shall continue in full force and effect, except that, as to the portion of the Premises so appropriated, this Lease shall terminate as of the date of appropriation.

# 11.4.2 Right to Terminate.

- (i) If the appropriation shall render the Premises unavailable or unsuitable, in Tenant's sole opinion, to continue Tenant's normal use of the Premises, Tenant shall have the right to terminate this Lease. Exercise of such right by Tenant shall be made by written notice to Landlord on or before thirty (30) days after the date of Tenant's receipt of written notice of appropriation. Any such termination shall be effective as of the date of the appropriation.
- (ii) Subject to the provisions of <u>Section 11.4.5</u>, in the event that fifty percent (50%) or more of the rentable area of the Building (as it existed on the date of the appropriation) should become untenanted or unoccupied because the appropriation renders such

space unavailable or untenantable, Landlord shall have the right to terminate this Lease, provided that Landlord also terminates the leases of all other tenants of the Building. Exercise of such right shall be made by notice to Tenant on or before thirty (30) days after the date of receipt of notice of appropriation.

- 11.4.3 <u>Abatement of Rent</u>. The Rent for the remainder of the Lease Term shall be prorated in the same proportion that part of the Premises usable by Tenant for the normal operation of its business bears to the total Premises immediately prior to the appropriation, taking into consideration the Lease rental rate per Rentable Square Foot for the space for which the proration is made. Rent shall also be abated for any portion of the Premises that is not appropriated but is rendered temporarily unusable by virtue of repairs or restoration necessitated by the appropriation of other space.
- 11.4.4 <u>Restoration of Premises by Landlord</u>. If this Lease is not terminated pursuant to <u>Section 11.4.2</u> and subject to <u>Section 11.4.5</u>, Landlord will make any restoration of the remainder of the Building and the Premises necessitated by reason of the appropriation of less than all of the Building as promptly as reasonably practicable to as close to the same condition (as circumstances permit) as existed immediately prior to such appropriation.
- 11.4.5 Restoration of Premises with Tenant Funds. If Landlord would otherwise have the right to terminate this Lease pursuant to Section 11.4.2(ii), Landlord shall not have the right to terminate this Lease if Tenant, within thirty (30) days after receipt of notice from Landlord that Landlord has elected to terminate this Lease pursuant to Section 11.4.2(ii), notifies Landlord that Tenant desires to have the Building, or so much thereof as may be necessary to constitute a complete architectural unit, restored to a condition which will provide Tenant with suitable facilities in Tenant's sole opinion for its continued use of the Premises and that Tenant will supply any additional funds, if any, that may be necessary, in addition to the net amount of the award paid to Landlord under the provisions of Section 11.6, including severance damages (without offset for special benefits) after first deducting any and all amounts which constitute Tenant's share of the award pursuant to Section 11.6. In such event, Tenant and Landlord shall each agree upon the plans and specifications for such rebuilding, the cost thereof, and the method by which Tenant shall supply to Landlord the additional funds necessary for such rebuilding, and the Rent payable by Tenant shall be equitably reduced in accordance with its contribution of additional funds toward such rebuilding by amortizing such contribution over the then remaining Lease Term. If Landlord and Tenant are unable to agree on any aspect of such rebuilding, the matter shall be submitted to arbitration in accordance with the provisions of Article 23.
- 11.5 Amounts Payable by Reason of Termination. If this Lease is terminated pursuant to Section 11.4.2, the entire award (less any amounts separately awarded to Tenant under subsections (1) through (6) below, and less the reasonable expenses of Landlord and Tenant incurred in such appropriation proceedings which shall be paid to Landlord or Tenant, as applicable) made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representative shall have the right to participate in any negotiations with respect to the amount or allocation of such award. Payment from the award shall be made first to the senior mortgage holder on the Building in an amount necessary to repay its security interest and then Tenant shall have the right to make a separate claim in the condemnation proceedings and to share in the aggregate award which is paid by the condemnor or awarded by the court specifically for: (1) the fair market value of the unexpired portion of the Lease Term and including Tenant's right to terminate as set forth in Section 2.6) in excess of the Rent provided for herein, exclusive of any immovable trade fixtures or improvements; plus (2) any severance damages attributable to the

unexpired Lease Term; plus (3) the taking of the unamortized or undepreciated value of any leasehold improvements owned by Tenant that Tenant has the right to remove at the end of the Lease Term and that Tenant elects not to remove; plus (4) reasonable removal and relocation costs for any leasehold improvements that Tenant has the right to remove and elects to remove (if condemnor approves the removal); plus (5) relocation costs under Government Code section 7262, the claim for which Tenant may pursue by separate action independent of this Lease; plus (6) any other amount in addition to the foregoing that does not reduce the amount of the award payable to the Landlord.

- 11.6 <u>Damages if Lease Not Terminated</u>. In the event of any appropriation of less than all of the Building or the Premises, if this Lease is not terminated pursuant to provisions of <u>Section 11.4.2</u>, the entire award made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representatives shall have the right to participate in any negotiations with respect to the amount or allocation of such award. All of such award shall be used first to reimburse Landlord and Tenant for costs incurred in such appropriation proceedings, then shall be used to repair or restore the Building as provided in this <u>Article 11</u>, and any remaining balance shall be allocated between Landlord and Tenant pro rata in accordance with <u>Section 11.5</u>.
- 11.7 <u>Interest</u>. Tenant shall be entitled to the share of any interest paid on any award to the extent the same is allocable to the amounts to which Tenant is entitled.
- 11.8 <u>Abatement of Monetary Obligations of Tenant</u>. In addition to any other abatement provided for in this Lease, all monetary obligations of Tenant hereunder shall be abated in an equitable amount based upon the interference with Tenant's normal business operations at the Premises commencing with the date of the appropriation and continuing during the period of any restoration and, in addition, for the remainder of the Lease Term to the extent that the Premises are not fully restored.
- 11.9 <u>Proration and Refund of Payments</u>. If this Lease is terminated pursuant to this <u>Article 11</u>, the Rent shall be prorated to the date of termination. Landlord shall repay to Tenant any Rent paid by Tenant for any period beyond the date of termination to the extent same is in excess of amounts then owed by Tenant to Landlord.
- 11.10 <u>Date of Payments</u>. All payments due Tenant from Landlord by reason of an appropriation shall be paid to Tenant without prior notice or demand and on or before the expiration of a period of ten (10) days from the date on which the amount of the award is finally determined and Landlord obtains, or has the right to obtain, whichever shall first occur, such award. If Landlord shall fail to make any such payments to Tenant on or before the expiration of such ten (10) day period, in addition to any and all other remedies available to Tenant under this Lease or otherwise, Landlord shall be obligated to pay interest to Tenant on the unpaid amount of such payments at the maximum rate permitted by law.

# ARTICLE 12

# **COMPLIANCE WITH LAWS**

12.1 <u>Definition of "Laws and Orders."</u> For purposes of this <u>Article 12</u>, the term "Laws and Orders" includes all Federal, State, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued

which are applicable to the Premises, the Building and the Real Property. The term also includes government measures regulating or enforcing public access or occupational or health or safety standards for employers, employees, landlords, or tenants (including, without limitation, tenants that are public entities).

- 12.2 <u>Compliance with Laws and Orders</u>. Throughout the term of this Lease, Landlord, at Landlord's sole expense, shall comply with all Laws and Orders with respect to the Building. Landlord shall promptly make all repairs, replacements, alterations, or improvements needed to comply with all Laws and Orders; provided, however, that Landlord shall have no obligation to modify the Real Property, the Building, the Premises, or the Common Area to comply with building codes or other Laws and Orders: (a) first becoming effective after Landlord substantially completes its work to the Premises required by <u>Section 1.3</u> hereof, unless such Laws and Orders specifically so require; or (b) in connection with any Alterations made by or for Tenant.
- 12.3 <u>Rent Abatement</u>. Tenant's Rent shall be abated while Tenant's use and enjoyment of the Premises is disrupted by any work required by <u>Section 12.2</u>, provided Tenant is not actually using the space.
- 12.4 <u>Certified Access Specialist Disclosure</u>. Pursuant to California Civil Code Section 1938, the subject property has not been inspected by a "Certified Access Specialist".

#### ARTICLE 13

#### SURRENDER

Tenant covenants that on the last day of the term or on the last day of a renewal or extension of this Lease, it will peaceably and quietly leave and surrender the Premises in as good condition as they now are, ordinary wear and tear, repairs and replacements required to be made by Landlord, loss by fire, casualty and causes beyond Tenant's control, and alterations, additions and improvements herein permitted, excepted.

### **ARTICLE 14**

# SUBORDINATION

This Lease may, at the option of Landlord, be made subordinate to any mortgage or deed of trust now or hereafter placed upon or affecting the real property of which the Premises form a part, and to all renewals, modifications, replacements and extensions thereof; provided that as a condition of such subordination, and only if a separate written agreement is entered into by the mortgagee named in any such mortgage, or by the trustee and the beneficiary named in any such deed of trust, and is recorded simultaneously with said mortgage or deed of trust, providing that notwithstanding any default in the mortgage or deed of trust and any foreclosure thereof, or the enforcement by the holder thereof of any rights or remedies, including sale thereunder, or otherwise, this Lease shall be recognized, remain in full force and effect, and the Tenant shall be permitted to remain in quiet and peaceful possession of the Premises throughout the term thereof, and any extension or renewal thereof, as long as Tenant shall not be in default under this Lease, or, if Tenant is in such default, as long as Tenant's time to cure such default shall not have expired.

Such agreements shall substantially be in the forms of **Exhibit H** attached hereto. If Tenant has received the nondisturbance agreement and estoppel certificate in the form(s) attached hereto as **Exhibit H**, Tenant shall, within thirty (30) days after Landlord's request, execute any further instruments or assurances in recordable form that Landlord reasonably considers necessary to evidence or confirm the subordination or superiority of this Lease to any such encumbrances or underlying leases. Such subordination instrument(s) shall be strictly limited to matters contained in the nondisturbance agreement and estoppel certificate, and no such instruments may increase any of Tenant's obligations or decrease any of Tenant's rights under this Lease (other than to require notification of mortgagee whenever Tenant notifies Landlord under this Lease). Tenant's failure to execute and deliver such instrument(s) shall constitute a default under this Lease only if Landlord has first delivered the nondisturbance agreement and estoppel certificate required hereunder to Tenant.

### **ARTICLE 15**

### TRANSFER OF TENANT'S INTEREST

Tenant shall have the right at any time and from time to time to assign or otherwise transfer all or any part of Tenant's interest in this Lease and to sublet the Premises, or any part thereof, provided that: (a) any assignment or subletting shall provide that the assignee or sublessee assumes and agrees to carry out and perform all of the terms and conditions of this Lease on the part of Tenant to be carried out and performed; (b) an executed copy of the assignment or subletting shall be delivered to Landlord; (c) the proposed use is consistent with the Permitted Use provisions of this Lease governing such matters; and (d) Landlord has provided its written consent, which consent shall not be unreasonably withheld in the reasonable opinion of Landlord, and the proposed new tenant has the financial strength to support the obligations imposed by the Lease. Upon any assignment of Tenant's entire interest in this Lease, Tenant shall be released from any further liability with respect thereto upon the written consent of Landlord, which consent shall not be unreasonably withheld. Landlord's consent shall be deemed to have been given if within thirty (30) days of notice of assignment to Landlord, Landlord fails to object to the new tenant by written notice to Tenant, stating in detail the reasons for such objection. Notwithstanding the foregoing, Tenant shall have the right at any time and from time to time without notice to Landlord to assign or otherwise transfer all or any part of Tenant's interest in this Lease to sublet the Premises, or any part thereof, to any entity that is under the direct control of the Sonoma County Board of Supervisors.

# **ARTICLE 16**

# QUIET ENJOYMENT AND TITLE

Landlord covenants and represents that it has full right and power to execute and perform this Lease and to grant the estate demised herein, and covenants that Tenant on paying the Rent herein reserved and performing the covenants hereof shall peaceably and quietly have, hold and enjoy the Premises and all appurtenances during the full term of this Lease or any extension or renewal thereof, and further covenants and represents that Landlord has a fee simple interest in the Premises. Landlord further covenants and represents that it will stand so seized on the first day of the Lease Term and will then place Tenant in actual possession of the Premises with the improvements thereon and the appurtenances thereto all in conformity with law and in a safe, clean

and tenantable condition and in good order and repair.

## ARTICLE 17

#### **ENVIRONMENTAL REPRESENTATIONS**

- 17.1 <u>Definition of "Hazardous Material."</u> As used in this <u>Article 17</u>, the term "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Building. Hazardous Material includes:
- (a) Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675);
- (b) "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k);
- (c) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable Federal, State or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect):
  - (d) Petroleum products;
- (e) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4;
  - (f) Asbestos in any form or condition; and
- (g) Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

Notwithstanding the foregoing, Hazardous Materials shall not include limited quantities of standard office, building and janitorial supplies reasonably necessary in connection with Tenant's use and operation of the Premises, provided that such materials are used, stored or disposed of in accordance with applicable Hazardous Substance Laws.

- 17.2 <u>Compliance with Laws</u>. With respect to Landlord's use of the Premises, the Building and the Real Property prior to this Lease, Landlord represents and warrants to Tenant that to the best of Landlord's actual knowledge, at the commencement of the Lease, the Premises, the Building and the Real Property are in compliance with all Federal, State and local laws, regulations and standards relating to the use, occupancy, production, storage, sale, disposal, or transportation of any Hazardous Materials ("Hazardous Substance Laws").
- 17.3 <u>Right of Reimbursement</u>. Tenant shall have the right to reimbursement by Landlord for Tenant's costs and expenses incurred by Tenant for any breach of Landlord's representations and warranties set forth in this <u>Article 17</u>. Landlord shall reimburse Tenant for such costs and

expenses pursuant to this <u>Section 17.3</u>, within sixty (60) days of receipt of Tenant's invoice for such costs and expenses.

- 17.4 <u>Termination of Lease</u>. In the event that Hazardous Materials are found to be present on the Premises, the Building or the Real Property through no fault of Tenant and such that the Premises, the Building and/or the Real Property are not in compliance with Hazardous Substance Laws, Tenant may, upon thirty (30) days' written notice to Landlord, terminate this Lease.
- 17.5 <u>Indemnification</u>. Landlord shall indemnify and hold Tenant fully harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, cost or expense, including reasonable attorneys' fees, environmental consultant fees and laboratory fees and costs and expenses of investigating and defending any claims or proceedings resulting from or attributable to: (a) the presence, disposal, release or threatened release of any Hazardous Materials that are on, from or affecting the Premises, the Building or the Real Property, including, without limitation, the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death), or property damage (real or personal) arising out of or relating to any Hazardous Materials; (c) any lawsuits or administrative action brought or threatened, settlement reached or governmental order relating to any Hazardous Materials; or (d) any violation of any laws applicable to any Hazardous Materials.
- 17.6 <u>Survival</u>. Landlord's indemnification obligations under <u>Section 17.5</u> above shall survive the expiration or sooner termination of this Lease.
- Notices. The parties shall give each other written notice within three (3) calendar 17.7 days after the date on which either party learns or first has reason to believe that: (a) there has or will come to be located on or about the Premises, the Building or the Real Property any Hazardous Materials; (b) any release, discharge or emission of any Hazardous Materials that has occurred on or about the Premises, the Building or the Real Property; (c) any (i) enforcement, cleanup, removal or other governmental or regulatory action has been threatened or commenced against Landlord or with respect to the Premises, the Building or the Real Property pursuant to any Hazardous Substances Laws; or (ii) any claim has been made or threatened by any person or entity against Landlord, Tenant, or the Premises, the Building or the Real Property on account of any alleged loss or injury claimed to result from the alleged presence or release on the Premises, the Building or the Real Property of any Hazardous Materials; or (iii) any report, notice, or complaint has been made to or filed with any governmental agency concerning the presence, use or disposal of any Hazardous Materials on the Premises, the Building or the Real Property. Any such notice shall be accompanied by copies of any such claim, report, complaint, notice, warning or other communications that is in the possession of or is reasonably available to such party.
- 17.8 <u>Audits</u>. Landlord shall, upon completion of any environmental sampling and testing of the Premises, the Building or the Real Property, the surrounding soil in any adjacent areas, any groundwater located under or adjacent to the Premises, the Building or the Real Property, and/or adjoining property, provide Tenant with copies of all reports of the results of such environmental audit.
- 17.9 <u>Clean-Up</u>. If Landlord is responsible for the clean-up of any contamination of the Premises, the Building or Real Property, Landlord shall carry out and complete, at its own cost and expense, any repair, closure, detoxification, decontamination, or other cleanup of the Premises, the Building or the Real Property required by Hazardous Substance Laws. Should Landlord fail to

implement and diligently pursue any such clean-up promptly upon receipt of notice thereof, then Tenant shall have the right, but not the obligation, to carry out such clean-up, and to recover all of the costs and expenses thereof from Landlord. Landlord shall reimburse Tenant for its costs for performance of such work within sixty (60) days of receipt of Tenant's invoice for the work.

### ARTICLE 18

#### INSPECTION AND ENTRY BY OWNER

Landlord and its agents shall have the right at any reasonable time and upon at least twenty-four (24) hours' notice to Tenant, to enter upon the Premises so long as it does not interfere with the business activities of Tenant on the Premises, for the purpose of inspection, serving or posting notices, maintaining the Premises, making any necessary repairs, alterations or additions to any portion of the Premises to the extent required or permitted to Landlord under this Lease, provided, however, that Landlord and its agents shall have the right to enter upon the Premises without notice in the event of an emergency involving an immediate threat to life or property.

# **ARTICLE 19**

#### NOTICE

- 19.1 <u>Notices</u>. All notices (including requests, demands, approvals, or other communications) unless otherwise set forth in this Lease, under this Lease shall be in writing.
- 19.1.1 <u>Method of Delivery</u>. Notice shall be sufficiently given for all purposes as follows:
  - (a) When personally delivered to the recipient, notice is effective on delivery.
- (b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.
- (c) When mailed by certified mail with return receipt requested, notice is effective two (2) days following mailing.
- (d) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery.
- (e) When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice, notice is effective on transmission as long as (1) a duplicate copy of the notice is promptly given by certified mail, return receipt requested, or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by telex or fax shall be considered to have been received on the next business day if it is transmitted after 5 p.m. (recipient's time) or on a non-business day.
- 19.2 <u>Refused, Unclaimed, or Undeliverable Notices</u>. Any correctly addressed notice that is delivered pursuant to <u>Section 19.1.1(b) or (d)</u> is refused, unclaimed, or undeliverable because of Page **20**

an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

19.3 Addresses. Addresses for purposes of giving notice are set forth below:

"Tenant" COUNTY OF SONOMA

Facilities Development & Management

Attn: Real Estate Manager

2300 County Center Drive, Suite A220

Santa Rosa, California 95403

Fax No. 707-565-3476

With a copy to:

**COUNTY OF SONOMA** 

Department of Health Services

Attn: Administration 3313 Chanate Road

Santa Rosa. California 95403

Fax No. 707-565-7849

"Landlord"

**CORNERSTONE PROPERTIES SA, LLC** 

Attn: Asset Manager

5401 Old Redwood Highway, Suite 110

Petaluma, CA 94954 Fax No. 707-792-2902

### **ARTICLE 20**

# **DEFAULTS; REMEDIES**

- 20.1 <u>Landlord's Default</u>. Landlord shall be in default of this Lease if Landlord fails or refuses to perform any provisions of this Lease that Landlord is obligated to perform if the failure to perform is not cured within thirty (30) days after notice of default has been given by Tenant to Landlord, or such shorter period if specified in this Lease. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within the thirty (30) day period and diligently and in good faith prosecutes such cure to completion.
- 20.2 <u>Tenant's Remedies on Landlord's Default</u>. Tenant, at any time after Landlord commits a default, may terminate this Lease or may cure the default at Landlord's cost. If Tenant at any time, by reason of Landlord's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Tenant shall be due from Landlord to Tenant within sixty (60) days of written notice that the sum was paid, and if paid at a later date shall bear interest at a rate of four percent (4%) per annum from the date the sum is paid by Tenant until Tenant is reimbursed by Landlord. The remedies set forth in this <u>Section 20.2</u> are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease. In the event Landlord disputes that it is in default, Landlord shall have the right to initiate an arbitration

proceeding in accordance with <u>Article 23</u> except that the arbitrator shall be appointed by the presiding judge of the Sonoma County Superior Court and once appointed each side shall have ten (10) business days to submit written statements and supporting documents to the arbitrator.

- 20.3 <u>Tenant's Default</u>. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:
- (a) The vacating for more than thirty (30) consecutive days or abandonment of the Premises by Tenant;
- (b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, including the payment of Rent, where such failure shall continue for a period of thirty(30) days after written notice is given by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty(30) day period and thereafter diligently prosecutes such cure to completion. The purpose of this notice requirement is to extend the notice requirements of the unlawful detainer statutes of California.
- 20.4 <u>Landlord's Remedies on Tenant's Default</u>. In the event of any default by Tenant which is not cured by Tenant, Landlord may terminate this Lease by giving Tenant thirty (30) days' notice of termination. The purpose of this notice requirement is to extend the notice requirement of the unlawful detainer statutes of California. On termination of the Lease for default pursuant to this <u>Section 20.4</u>, Landlord shall have the right to recover from Tenant only the following amounts for any and all damages which may be the direct or indirect result of such default:
- (a) The worth, at the time of the award, of the unpaid Rent that has been earned at the time of termination of this Lease:
- (b) The worth, at the time of the award, of the amount by which the unpaid Rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of Rent that Landlord proves could not have been reasonably avoided:
- (c) The worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of the loss of Rent that Landlord proves could not have been reasonably avoided; and
- (d) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default which Landlord proves could not have been reasonably avoided;
- (e) Landlord shall have the option provided in Civil Code section 1951.4, which provides that, when a tenant has the right to sublet or assign (subject to reasonable limitations), the landlord may continue the lease in effect after the tenant's breach and abandonment and recover rent as it becomes due. Accordingly, if Landlord does not elect to terminate the Lease on account of any default by Tenant, Landlord may enforce all of Landlord's rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

"The worth, at the time of the award," as used in "(a)" and "(b)" of this  $\underline{\text{Section } 20.4}$ , is to be Page 22

computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in "(c)" of this <u>Section 20.4</u>, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

### ARTICLE 21

#### SIGNAGE

Upon the commencement of this Lease, Landlord shall provide: (a) suite front door signage consistent with the existing signage program for the Building reasonably acceptable to Tenant (in conformance with all Laws and Orders (as defined in <a href="Article 12">Article 12</a>); and (b) signage on the Property monument sign. The cost of the signage and lettering shall be Landlord's responsibility. Subject to Landlord's prior written consent regarding size, design and configuration, Tenant may install eyebrow signage above the suite main entry door to the Premises in conformance with applicable Laws and Orders, at Tenant's sole cost and expense. Landlord shall cooperate with Tenant to obtain City of Petaluma approval for installation of such signage pursuant to this ARTICLE 21.

### **ARTICLE 22**

## BROKERAGE

Neither party has had any contact or dealings regarding the Premises or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the Lease contemplated herein, except for Tenant's broker, **Russ Mayer**, **Keegan and Coppin Company**, **Inc.**, whose commission, if any is due, shall be the responsibility of Landlord. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealing or communication, the party through whom the broker or finder makes his or her claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.

#### ARTICLE 23

### **DISPUTE RESOLUTION**

- 23.1 <u>Arbitration of Disputes</u>. Any dispute that is required by the express terms of this Lease to be resolved by arbitration shall be resolved by neutral binding arbitration before a panel of three (3) arbitrators unless otherwise agreed, to be held in accordance with the commercial/real estate arbitration rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction over the dispute.
- 23.1.1 <u>Qualifications of Arbitrators</u>. The arbitrators shall be real estate appraisers, licensed in the State of California, familiar with handling commercial lease matters.
- 23.2 <u>Venue</u>. Hearings shall be held in Santa Rosa, California, or another venue determined by mutual agreement of the parties.

- 23.3 <u>Demand and Limitation on Claims</u>. Any demand for arbitration must be made in writing to the other party and to the American Arbitration Association. No demand for arbitration may be made after the date on which the institution of legal proceedings based on the claim, dispute, or other matter is barred by the applicable statute of limitations.
- 23.4 <u>Provisional Remedies</u>. The parties shall each have the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order, or appointment of a receiver if the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief or if there is no other adequate remedy. This application shall not waive a party's arbitration rights under this Lease.
- 23.5 <u>Powers and Duties of Arbitrators</u>. The arbitrators shall have the power to grant legal and equitable remedies, and award damages, that may be granted or awarded by a judge of the Superior Court of the State of California. The arbitrators shall prepare and provide to the parties a written decision on all matters subject to the arbitration, including factual findings and the reasons that form the basis of the arbitrators' decision. The award of the arbitrators shall be mailed to the parties no later than thirty (30) days after the close of the arbitration hearing. The arbitration proceedings shall be reported by a certified shorthand court reporter. Written transcripts of the proceedings shall be prepared and made available to the parties.
- 23.6 <u>Discovery</u>. The parties shall have the right to discovery in accordance with Code of Civil Procedure Sections 1283.05 and 1283.1 as long as the arbitrators' permission shall not be required to take a discovery deposition and neither party may take more than three depositions nor more than one set of interrogatories or requests for admissions without the approval of the other party or the arbitrators. All discovery disputes shall be resolved by the arbitrators.
- 23.7 <u>Application of California Evidence Code</u>. The provisions of the California Evidence Code shall apply to the arbitration hearing.
- 23.8 <u>Costs and Fees of Arbitrators</u>. Costs and fees of the arbitrators shall be borne by the non-prevailing party unless the arbitrators for good cause determine otherwise.
- 23.9 <u>Attorney Fees</u>. The prevailing party shall be awarded reasonable attorney fees, expert and non-expert witness expenses, and other costs and expenses incurred in connection with the arbitration, in accordance with Article 24.

# ATTORNEY FEES AND COSTS

If either party undertakes litigation or arbitration against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, arbitration costs, and court costs incurred. The prevailing party shall be determined under Civil Code Section 1717(b)(1) or any successor statute.

### MISCELLANEOUS

- 25.1 <u>Word Usage</u>. Unless the context clearly requires otherwise: (a) the plural and singular numbers shall each be considered to include the other; (b) the masculine, feminine, and neuter genders shall each be considered to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.
- 25.2 <u>Counting Days</u>. Days shall be counted by excluding the first day and including the last day. If the last day is a Saturday, Sunday, or a legal holiday as described in Government Code Sections 6700-6701, it shall be excluded. Any act required by this Lease to be performed by a certain day shall be timely performed if completed before 5 p.m. local time on that date. If the day for performance of any obligation under this Lease is a Saturday, Sunday, or a legal holiday, the time for performance of that obligation shall be extended to 5 p.m. local time on the first following date that is not a Saturday, Sunday, or a legal holiday.
- 25.3 <u>Waiver</u>. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.
- 25.4 <u>Force Majeure-Specific Exceptions</u>. Unless otherwise specified, the time for performance of an obligation other than the payment of money under this Lease shall be extended for the period during which a party is prevented from performing by acts of God, government, or other force or event beyond the reasonable control of that party.
- 25.5 <u>Binding on Successors</u>. This Lease and all of the covenants, agreements, conditions and undertakings contained herein, shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.
- 25.6 <u>Headings</u>. The headings of the Articles and Sections hereof are for convenience only and shall not affect or be deemed to affect the meaning of any provisions hereof.
- 25.7 <u>Entire Agreement</u>. This Lease, including all exhibits, contains all of the terms, covenants, conditions and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Premises. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the terms, covenants, conditions and provisions of this Lease cannot be altered, changed, modified or added to, except in writing and signed by Landlord and Tenant. All references herein, directly or indirectly, to the term of this Lease shall also be deemed to include any extensions or renewals thereof provided Tenant herein, unless expressly provided to the contrary.
- 25.8 <u>Governing Law</u>. This Lease shall be governed exclusively by its express provisions and by the laws of the State of California, and any action to enforce the terms of the Lease or breach thereof shall be brought in Santa Rosa, California.
- 25.9 <u>No Joint Venture</u>. Nothing herein contained shall be deemed in any way or have any purpose whatsoever to constitute Landlord or Tenant a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other.

- 25.10 <u>Invalidity</u>. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.
- 25.11 <u>Construction of Lease</u>. This Lease shall be strictly construed neither against Landlord nor Tenant, but shall be construed according to the fair meaning of its terms. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies in law or equity as otherwise specifically provided. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the words "he", "his" or "him" if used with reference to Landlord shall be deemed to include the neuter or feminine gender of such pronoun. "Landlord" whenever used includes all grantors of the term, who shall be held bound jointly and severally hereby.
- 25.12 <u>Signatures</u>. This Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby agree and acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered.

# TELECOMMUNICATIONS EQUIPMENT

Tenant shall have the right to install, at Tenant's sole cost, a satellite dish or similar antennae ("Telecommunications Equipment") on the roof of the Building as set forth in this Article 26, subject to the prior written approval of Landlord as to the number, weight, design, configuration, height, footprint, and visual impact of said dish or antennae, which approval shall not be unreasonably withheld or delayed, but which approval may be reasonably conditioned. The parties expressly agree that Tenant's rights to use the Roof for Telecommunications Equipment hereunder are personal to the actual occupant of the Premises, and may not be sublet or assigned to any third party or used for any purpose other than the occupant's actual business needs (e.g. Tenant may not use the roof as a County of Sonoma MDTS site, 911 site, or general communications site or facility). Tenant shall have the right to install, operate and maintain the Telecommunications Equipment on or about the Premises, the Building and the roof of the Building, subject to Landlord's prior written approval as described in the preceding sentence. In installing the Telecommunications Equipment, Tenant shall adhere to industry standards for installation and workmanship, all work to be completed to Landlord's reasonable satisfaction. Landlord reserves the right to have its roofing inspector supervise and review installation(s) to ensure the integrity of the roof structure is maintained. In addition, the installation of such Telecommunications Equipment shall not cause damage to the Building or roof and the use shall not result in excessive electrical use or diminish the rentable square footage of the Building or square footage of the roof. Tenant shall be responsible for procuring whatever consents, approvals, licenses or permits that may be required for the installation, use, operation and removal of the Telecommunications Equipment, and said installation, use, operation and removal shall comply with applicable Laws and Orders. Tenant shall at all times and at Tenant's sole cost and expense be responsible for proper maintenance of

the Telecommunications Equipment and all governmental permits and approvals required in connection therewith. At the expiration or sooner termination of the Lease Term, Tenant shall remove all Telecommunications Equipment and patch the roof area beneath the Telecommunications Equipment to a comparative condition as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

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

"LANDLORD":	CORNERSTONE PROPERTIES SA, LLC, a California limited liability company
	By: Alon Adani, Member
"TENANT":	<b>COUNTY OF SONOMA</b> , a political subdivision of the State of California
	By: Caroline Judy, Director General Services Department
The General Services Director, or General Service pursuant to the Board of Supervisors' Summary Act	es Deputy Director, is authorized to execute this Lease, tion dated, 2017.
APPROVED AS TO FORM FOR TENANT	<del>-</del> :
Elizabeth Coleman With, Deputy County C	Counsel
APPROVED AS TO CONTENT FOR TEN	IANT:
Barbie Robinson, Interim Director Department of Health Services	
Marc McDonald, Real Estate Manager General Services Department	
CERTIFICATE OF INSURANCE ON FILE	WITH DEPARTMENT:
Reviewed by:	Date:

EXHIBIT A

Premises
(Premises outlined in red)

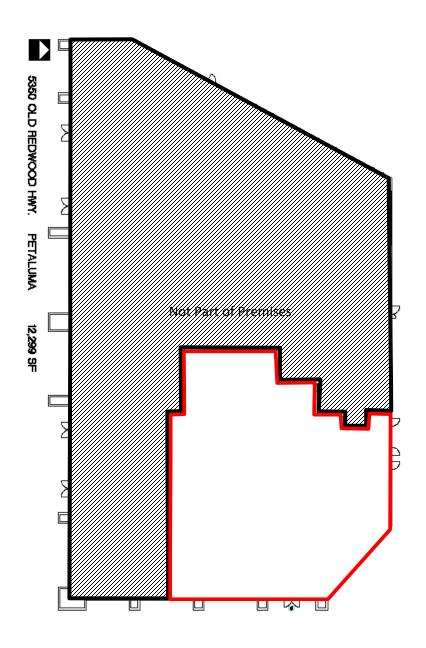
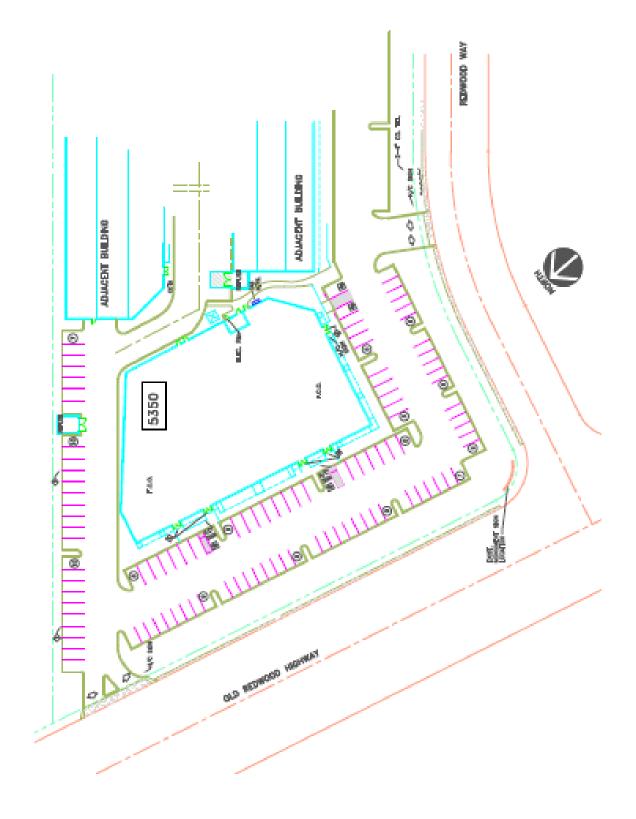


EXHIBIT B
Site Plan



### **EXHIBIT C**

#### LEASEHOLD IMPROVEMENT AGREEMENT

This Leasehold Improvement Agreement ("LIA") is dated for reference purposes only as \_\_\_\_\_\_\_\_, 2017 ("Effective Date"), and is made by and between CORNERSTONE PROPERTIES SA, LLC, a California limited liability company ("Landlord"), and the COUNTY OF SONOMA, a political subdivision of the State of California ("Tenant"), as part of that certain Lease dated as of the same date as this LIA between them, affecting the real property commonly known as 5350 Old Redwood Highway, Suite 600, located in the City of Petaluma, State of California. Capitalized terms used, but not otherwise defined, in this LIA shall have meanings ascribed to those terms in the Lease. The following provisions are added to the Lease and, in the event of conflict between this LIA and the Lease, this LIA shall prevail.

### ARTICLE I

### **DEFINITIONS**

1.1 <u>Definitions</u>. Wherever used in this LIA, the following terms are defined as follows:

**Architect** means Kevin O'Malley, of O'Malley Wilson Westphal Architects or designee.

**Contractors** means the General Contractor (if Landlord elects to engage one) and all other general contractors, design-build contractors, subcontractors, and material suppliers who provide labor and materials for construction of the Leasehold Improvements. Each Contractor shall be duly licensed by the State of California and in good professional standing.

**Construction Costs** means all costs incurred to complete the Leasehold Improvements, including, without limitation, the following:

- a. Payments to Contractors for labor, material, equipment, and fixture supplied pursuant to any construction contract entered into in accordance with this LIA:
  - b. Fees paid to Designers for services required by this LIA;
- c. Taxes, fees, charges, and levies by governmental and quasi-governmental agencies for Permits or for inspections of the work;
  - d. Utilities incurred in the course of the construction;
- e. Costs incurred for the management and administration of the construction, including without limitation, wages, labor burden, and expediting, procurement, and administrative expenses; and

f. Any and all other costs incurred to complete the Leasehold Improvements.

## Construction Documents means this LIA and the Final Plans.

**Design and Construction Schedule** means the schedule for preparation, approval, disapproval, modification, and completion of the Final Plans and for obtaining Permits required for the Leasehold Improvements and for the commencement, prosecution, and Substantial Completion of all Leasehold Improvements, which schedule is attached to this LIA as **Attachment A**, and incorporated into the LIA by this reference.

**Design Process** means the process for creation of the Final Plans as set forth in **Attachment B**.

**Designers** means the Architect and all other architects, structural engineers, mechanical engineers, and the other design professionals that are needed to design the Leasehold Improvements, each of whom shall be duly licensed by the State of California and in good professional standing.

**Engineered Plans** means the heating, ventilating and air conditioning system engineering plans, specifications and calculations prepared by an independent, licensed mechanical engineer reasonably acceptable to both parties and engaged by Landlord or the Architect (and not any mechanical or other subcontractor). Such engineer is hereinafter referred to as the "HVAC Engineer". It is the specific intention of the parties that the heating, ventilating and air conditioning system will not be designed under a so-called 'design-build' arrangement.

**Final Plans** are those working drawings, plans, specifications, elevations, finishes and other documents, including, without limitation, the HVAC Plans, the Engineered Plans, prepared by the Designers and approved by the parties in accordance with this LIA.

**General Contractor** means the general contractor selected by Landlord, if Landlord elects to engage one.

**Landlord Delay** means any actual delay in the Substantial Completion of the Leasehold Improvements as a consequence of:

- a. Landlord's failure to fulfill its obligation as set forth in the Design and Construction Schedule, or this LIA which is not cured within twenty-four (24) hours following written notice to addressee, as set forth in <u>Section 19.3</u> of the Lease, to Landlord of the default:
- b. A willful or negligent act or omission of Landlord or Landlord's Representative, Landlord's agents, or employees that interferes with the progress of the work and which is not remedied within twenty-four (24) hours after delivery of written notice from Tenant's Representative to Landlord's Representative of the interference.

**Landlord's Representative** means Jennifer McKinzy, or such other person as Landlord shall designate in writing to Tenant as its authorized representative for the purposes of administering this LIA. Landlord's Representative shall have no right to modify any term or conditions of this LIA or the Lease.

**Laws and Orders** shall have the meaning set forth in <u>Section 12.1</u> of the Lease.

**Leasehold Improvements** means the improvements, modifications, and alterations to be constructed in or about the Premises in accordance with this LIA.

**Permits** means the permits, approvals, and consents of governmental authorities and third parties having jurisdiction over the Leasehold Improvements that are required for commencement and completion of the Leasehold Improvements, including without limitation, building permits, sign permits (other than eyebrow sign permits) and other permits.

**Punchlist** is defined in Section 5.2 of this LIA.

Substantial Completion or Substantially Completed or Substantially Complete is defined in Section 5.1 below.

**Scheduled Completion** Date means the scheduled date for Substantial Completion of the Leasehold Improvements as specified in <u>Section 2.3</u> of the Lease.

**Tenant Delay** means any actual delay in the Substantial Completion of the Leasehold Improvements as a consequence of:

- a. Tenant's failure to fulfill its obligation as set forth in the Design and Construction Schedule, or this LIA which is not cured within twenty-four (24) hours following written notice to addressee, as set forth in <u>Section 19.3</u> of the Lease, to Tenant of the default;
- b. Change Orders requested by Tenant, provided the delay will not exceed the amount of delay specified in the Change Order;
- c. A willful or negligent act or omission of Tenant or Tenant's Representative, Tenant's agents, or employees that interferes with the progress of the work and which is not remedied within twenty-four (24) hours after delivery of written notice from Landlord's Representative to Tenant's Representative of the interference.

**Tenant's Design Requirements** means the documents included in **Attachment C** to this LIA.

**Tenant's Representative** means County's representative or such other person as Tenant shall designate in writing to Landlord as its authorized representative for the purposes of administering this LIA.

**Tenant's Work** means furniture, fixtures and equipment not shown or described in Tenant's Design Requirements or the Final Plans, telephone cable from the Building's point-of-demarcation to and within the Premises, computer and network cable within the Premises, interior signs not shown or described in Tenant's Design Requirements, Tenant's security system if one is to be installed, and Tenant's personal and business property.

### ARTICLE II

### DESIGNATION OF REPRESENTATIVES

2.1 <u>Designation of Representatives</u>. Landlord and Tenant respectively appoint Landlord's Representative and Tenant's Representative as their sole representatives for the purposes of administering this LIA. Until replaced upon written notice, Landlord's Representative and Tenant's Representative will have the full authority and responsibility to act on behalf of Landlord and Tenant, respectively, as required in this LIA, but shall have no right to modify this LIA or the Lease or to waive any materials right of his or her principal under this LIA.

### ARTICLE III

#### CONTRACT DOCUMENTS AND PERMITS

- 3.1 Retention of Architect, Design Process and Delivery of Tenant's Design Requirements. Landlord shall retain the Architect to prepare the plans and specifications for the Leasehold Improvements in accordance with the Design Process and Tenant's Design Requirements. Landlord shall also retain the HVAC Engineer to prepare the Engineered Plans in accordance with the Design Process and Tenant's Design Requirements.
- 3.2 Preparation and Approval of Final Plans. Landlord shall cause the Architect to prepare proposed Final Plans (which Final Plans shall include, but not by way of limitation, the Lighting Plans, HVAC Plans and the Engineered Plans), which shall conform to Tenant's Design Requirements, on or before the last date specified in the Design Schedule for completion of such items. Tenant shall review the Final Plans and deliver to Landlord Tenant's written approval or disapproval of the Final Plans within the time limits stated in the Design Schedule. If Tenant disapproves in any respect the Final Plans, the parties shall confer and negotiate in good faith to reach written agreement on such item(s), using all reasonable efforts to achieve final agreement on such item(s) by the last date for agreement specified in the Design Schedule. Tenant agrees to work closely with the Architect to value engineer the proposed Final Plans, provided, however, that, such value engineering shall not compromise Tenant's Design Requirements.
- 3.3 <u>Standards for Consent</u>. Tenant shall not unreasonably withhold its approval of the Final Plans, unless the Final Plans do not substantially conform to the Tenant's Design Requirements or the Leasehold Improvements are unsuitable for the conduct of Tenant's business. Any disapproval by Tenant shall be accompanied by a written statement of the disapproved item, the reasons for disapproval, and the specific changes required to make the Final Plans acceptable. If Tenant's written notice of disapproval is not delivered in accordance with the time limits and standards set forth in this section, approval shall be deemed given.
- 3.4 <u>Application for Approvals</u>. When Tenant approves the Final Plans, Landlord shall submit them to all appropriate governmental agencies and third parties for issuance of the Permits required for the construction of the Leasehold Improvements and occupancy by Tenant of the Premises for its intended use. Landlord shall use all reasonable efforts to obtain the Permits within the time permitted by the Design Schedule.

3.5 <u>Changes to Construction Documents</u>. After being approved by Tenant in accordance with the foregoing, the Final Plans established in accordance with <u>Article III</u>, may be modified only by a written "Change Order" executed by Landlord and Tenant, which clearly describes: (a) the change; (b) the party required to perform the change; (c) any modification of the Final Plans necessitated by the Change Order; (d) the cost or credit to Tenant, if any, of the Change Order; and (e) the delay, if any, in completion of Landlord's Work and Substantial Completion. Neither Landlord nor Tenant shall unreasonably withhold or delay its approval of any Change Order (whether requested by a party or required by Law and Orders).

### ARTICLE IV

# PERFORMANCE OF THE WORK

- 4.1 <u>Selection of Contractors</u>. When Tenant has approved the Final Plans and Landlord has obtained the Permits required for construction of the Leasehold Improvements, Landlord, or the General Contractor (if Landlord elects to engage one), shall prepare, and circulate an appropriate (as determined by Landlord) bid package for bidding by the various subcontractors (the "Contractors"). When the bids are received and approved by Landlord and Tenant, Landlord shall enter into a construction contract with the General Contractor based on the lowest qualified subcontract bids selected by Landlord, and reasonably approved by Tenant. No Contractor shall have any direct right or remedy against Tenant for payment of any sum or performance of any obligation with respect to the Leasehold Improvements.
- 4.2 <u>Commencement and Completion of Leasehold Improvements</u>. When all Permits for construction of the Leasehold Improvements have been obtained and Landlord and the General Contractor (if Landlord elects to engage one) have entered into a construction contract in accordance with <u>Section 4.1</u> above, Landlord shall cause the General Contractor or Contractors (as the case may be) to commence and to thereafter diligently prosecute the construction of the Leasehold Improvements in accordance with the Permits and the Final Plans, so that the Leasehold Improvements will be Substantially Completed on or before the Scheduled Completion Date. Landlord shall comply with the applicable provisions of California Labor Code Sections 1720.2 and 1770 et seq., regarding general prevailing wages.
- 4.3 <u>Tenant's Entry.</u> Landlord shall notify Tenant when the Leasehold Improvements are Substantially Completed and shall permit Tenant's contractors to enter into the Premises for the purpose of conducting Tenant's Work. Tenant and Landlord shall cooperate in good faith to schedule, coordinate, and perform their respective construction activities in an orderly manner and Tenant shall comply, and shall cause its contractors to comply, with all reasonable rules and regulations promulgated in writing by Landlord and provided to Tenant for the performance of Tenant's Work in the Premises.
- 4.4 <u>Standards for Performance of the Work.</u> Landlord shall cause the Leasehold Improvements to be constructed by well-trained, adequately supervised workers, in a good and workmanlike manner, free from design, material and workmanship defects in accordance with all Construction Documents and all Laws and Orders. Notwithstanding anything stated to the contrary in the Lease or this LIA, Tenant's acceptance of possession of the Leasehold Improvements shall not waive Landlord's

duties under this <u>Section 4.4</u>, and Landlord shall promptly remedy any defective work at its sole cost and expense. Landlord shall enforce any and all warranties provided by the General Contractor and any Contractors regarding construction of the Premises.

# ARTICLE V

### COMPLETION OF THE WORK

- Substantial Completion. Landlord's Work shall be deemed "Substantially 5.1 Complete" when: (a) construction of the Leasehold Improvements has been substantially completed in accordance with the Final Plans, the Permits, and Laws and Orders; (b) the Architect has certified that the Leasehold Improvements have been constructed in accordance with the Final Plans; (c) Landlord's Representative and Tenant's Representative agree that all work has been substantially performed, such agreement not to be unreasonably withheld; (d) there is no incomplete or defective work that unreasonably interferes with Tenant's use of the Premises; (e) the Leasehold Improvements are ready for occupancy by Tenant (including a temporary or final Certificate of Occupancy) except for the completion of Tenant's Work; and (f) all utilities are hooked up and available for use by Tenant in the Premises. The Substantial Completion Date shall not occur until the Leasehold Improvements are Substantially Completed and Tenant has had at least thirty (30) calendar days to complete Tenant's Work. As used in this LIA, the terms Substantial Completion, Substantially Completed, Substantially Complete have the same meaning.
- 5.2 Inspection and Punchlist. Tenant's Representative and Designers shall have the right to enter the Premises at all reasonable times for the purpose of inspecting the progress of construction of the Leasehold Improvements. Landlord shall notify Tenant's Representative when the Leasehold Improvements are Substantially Completed. On receipt of such notice, Tenant's Representative, Landlord's Representative, and the Architect shall inspect the Leasehold Improvements and prepare a written list of any items that are defective, incomplete, or do not conform to the Final Plans or the Permits and Laws and Orders (the "Punchlist"). Tenant may augment the Punchlist at any time on or before forty-five (45) days following the Substantial Completion Date. Tenant's failure to specify any item on the Punchlist, however, shall not waive Landlord's obligation to construct the Leasehold Improvements in accordance with this LIA. Landlord shall cause all Punchlist items to be remedied within sixty (60) days after the Substantial Completion Date.
- 5.3 <u>Delay in Substantial Completion</u>. If the Substantial Completion of the Leasehold Improvements is delayed due to a Landlord Delay, the provisions of <u>Sections 2.3 and 2.4</u> of the Lease shall govern. If the Substantial Completion of the Leasehold Improvements is delayed due to a Tenant Delay, Rent due under the Lease shall be accelerated by one (1) day for each day of Tenant Delay.

#### ARTICLE VI

#### PAYMENT OF CONSTRUCTION COSTS

- 6.1 <u>Duty to Pay Construction Costs.</u> The Leasehold Improvements shall be completed at the sole expense of Landlord, without reimbursement by Tenant, except as Tenant and Landlord may otherwise agree in writing after the date of this LIA. Tenant shall bear all costs of performing Tenant's Work.
- 6.2 <u>Notice of Non-responsibility</u>. Landlord shall provide Tenant with at least ten (10) days' prior written notice of the date of commencement of construction of the Leasehold Improvements, in order to permit Tenant to post, file, and record such Notices of Non-Responsibility and other instruments as may be necessary to protect Tenant and its property from claims by Contractors for Construction Costs that are to be paid by Landlord pursuant to this LIA.

## ARTICLE VII

#### RISK OF LOSS

If the Premises or any portion of the Leasehold Improvements are damaged or destroyed prior to the Substantial Completion Date, the parties shall have the following rights to terminate the Lease:

- a. Tenant may terminate the Lease, if (in the reasonable opinion of the Architect) the building cannot be restored and the Leasehold Improvements Substantially Completed prior to one hundred twenty (120) days after the Scheduled Completion Date.
- b. If the Premises or the Leasehold Improvements are damaged or destroyed prior to the Substantial Completion Date and the Lease is not terminated pursuant to this section, Landlord shall promptly and diligently cause the General Contractor to restore the Premises and complete the construction of the Leasehold Improvements.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this LIA, intending to be bound by it as of the Effective Date.

LANDLORD:	CORNERSTONE PROPERTIES SA, LLC, a California limited liability company
	By: Alon Adani, Member
TENANT:	<b>COUNTY OF SONOMA</b> , a political subdivision of the State of California
	By: Caroline Judy, Director General Services Department
APPROVED AS TO FORM FOR TENANT:	
Elizabeth Coleman With Deputy County Counsel	_
APPROVED AS TO CONTENT FOR TENA	NT:
Barbie Robinson, Interim Director Department of Health Services	_
Marc McDonald, Real Estate Manager General Services Department	_

# Attachment A

# **Design and Construction Schedule**

	DATE
MILESTONE	or
	DAYS TO COMPLETE
Tenant approves final sketch plan (attached)	Completed
Tenant submits sketch plan to LL (attached)	Completed
<ol> <li>Tenant's Board of Supervisors Meets to Declare Intention to Enter into Lease and Issues Guarantee Letter for Designer Fees and Permits</li> </ol>	May 2, 2017
Landlord submits Design Development     Documents for approval by Tenant	
<ol><li>Tenant approves Design Development Documents</li></ol>	
<ol> <li>Tenant's Board of Supervisors Meets to Conduct Public Hearing and Execute Lease</li> </ol>	June 6, 2017
Architect completes Final Plans based on approved Design Development Documents	
Tenant will approve, conditionally approve or disapprove the Final Plans	
Architect completes the Final Plans and Specifications	
10. Tenant orders furniture, fixtures and equipment	
11. Last day for Landlord and Tenant to agree upon and initial the Final Plans	
12. Last day for Landlord to obtain all Permits	
Scheduled Completion Date of Leasehold     Improvements and start of Tenant fixturization     period	
14. Last day for Substantial Completion of Leasehold Improvements	
15. Completion of punch list and final walkthrough	
16. Tenant fixturization period completed	
17. Last day that LL can give Tenant notice that the work is Substantially Completed, or Tenant may terminate	

# Attachment B

# **Design Process**

Landlord's Architect is the architect of record for the Leasehold Improvements. The parties agree to use all reasonable efforts to complete the design documents for the Premises. Tenant has provided Landlord with a preliminary architectural program and outline specifications for the Leasehold Improvements (the "Program"). Based on said Program, Landlord has completed the schematic design, as more particularly described below.

<u>Schematic Design</u>. The schematic design phase has been completed by Landlord's Representative, and is reflected by Tenant's Design Requirements attached hereto as **Attachment C**.

<u>Design Development</u>. Based on Tenant's Design Requirements attached hereto as Attachment C, the Landlord's Architect shall prepare, for approval by the Tenant, design development documents ("Design Development Documents") to fix and ascribe the size and character of the Leasehold Improvements as to architectural, lighting (Including daylighting), structural, mechanical, electrical, and other elements. In addition, the Design Development Documents shall include the following details: (a) specific electrical, mechanical and fire sprinkler distribution plans, including, without limitation, the Engineered Plans (as defined above); (b) a reflected ceiling plan; (c) millwork and cabinet elevation drawings and door details; (d) three (3) color finish boards (including specifications, swatches and samples); (e) other details as reasonably required including, without limitation, building security and safety system/building evacuation plans or other plans in the event of an emergency. If requested by Tenant prior to the end of the Schematic Design phase, the Design Development Documents shall include a separate telecommunications and computer systems cabling plan, to be prepared by the Designers, at Tenant's sole cost and expense (via Change Order). Architect shall advise Tenant and Landlord of any adjustments to the schedule.

<u>Final Plans</u>. Based on the schematic design attached hereto as <u>Attachment C</u>, Landlord's Architect shall prepare, for approval by the Tenant, the Final Plans and Specifications for approval by Tenant and Landlord.

# Attachment C

# **Tenant's Design Requirements/Outline Specifications**

I GENE	RAL REQUIRE	MENTS
II CONS	TRUCTION ANI	D CODE CRITERIA
III DESIG	ON REQUIREME	ENTS
Division 2	Sitework A	Parking
Division 6	Wood and Pla A	stics Cabinets
Division 7	Thermal and M A B	Noisture Protection Exterior Walls Roofs
Division 8	Windows and A B C	Doors Windows Doors Hardware
Division 9	Finishes A B C D E	Floors Carpet Ceilings Window Coverings Painting
Division 10	Specialties A B C	Toilet Room Accessories Signs Modular Systems Furniture (MSF)
Division 13	Special Constr A	ruction Sound Control
Division 15	Mechanical A B	Plumbing HVAC
Division 16	Electrical	
Division 17	Security Syste	m

#### I - GENERAL REQUIREMENTS

- A The Premises shall consist of the Useable and Rentable Square Footage described in <u>Section 1.1</u> of the Lease and appurtenant facilities complete and ready for occupancy and in accordance with attached sketch plans and these outline specifications.
- B The Tenant's intent is to achieve adequate standards of quality and yet to avoid unnecessary alterations so that in all cases where Tenant agrees an existing feature meets requirements specified herein, the Landlord's obligation is only to maintain that feature, as it exists.
- C These specifications and design criteria describe minimum standards of quality and construction for Premises. Construction methods or materials other than those mentioned herein may be acceptable if in the opinion of the Tenant they provide equal appearance and utility. Prior approval in writing (which may be in the form of electronic mail) must be secured before substitution. Any deviations from the Exhibits of the Lease shall require approval from the Tenant.
- D Any reference in these documents to "plans", "sketch plans", or "as shown on plans" should be construed to mean as shown or described in **Attachment C-1** (below).
- E In case of conflict between the sketch plans and these "Outline Specifications" the sketch plans shall supersede these specifications. When such conflict is discovered, contact the Tenant for clarification and/or interpretation.
- F Submit copies of design documents (drawings, calculations, electrical needs, lighting system, and proposed heating, ventilating, and cooling system) to Tenant for review and conceptual approval. Documents shall be retained by Tenant and shall be provided at no cost to Tenant. Submittals shall be made at two stages:
  - **Submittal Stage 1**: Submit documents at end of Final Plans. Tenant's conceptual approval will be required prior to moving on to the Permits phase.
  - **Submittal 2:** Prior to commencing construction, provide Tenant with copy of permit set of documents as approved by local building authority.
- G Should the Tenant make comments with regard to working drawings and specifications, they shall be construed as advisory only and shall not relieve Landlord from sole responsibility for conformity of the Premises to all lease exhibits or attachments, or compliance with all applicable codes and regulations.

## **II - CONSTRUCTION AND CODE CRITERIA**

- A Premises, when completed, shall conform to applicable codes, ordinances, and zoning laws and shall be constructed in accordance with sound engineering practices. Landlord shall obtain a building permit for required construction and tenant improvements from the local authority and, upon completion of construction, a Certificate of Occupancy. Landlord shall furnish the Tenant with copies thereof.
- B Prior to beginning construction, submit proposed construction schedule for Tenant's review and approval.
- C Landlord shall furnish certification from the local Fire Marshal (which shall be in the form of permit card sign-off) that Premises comply with local fire regulations, as appropriate. If

Tenant detects either before or after occupancy fire, safety or health hazards, Landlord shall correct them at the Landlord's sole cost and expense. Premises shall include installation and annual servicing of fire hoses and extinguishers in cabinets located as required by codes as applied by officials responsible.

- D Landlord hereby guarantees that Premises, when completed and ready for occupancy, are tenantable and that mechanical, electrical, plumbing, and all other facilities and features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service in accordance with these specifications and for the full term of the Lease. All labor shall be skilled for each kind of work and all workmanship must be thorough and first-class in all respects.
- Where the Tenant occupies any portion, or all of a multi-story building, the Landlord shall provide an emergency evacuation plan for the tenants. The plan shall be coordinated with the tenant agency Emergency Coordinator. In addition to any code required exit signage, Landlord shall provide sufficient "key" floor plans to clearly delineate emergency exit routes, corridor located fire extinguishers and fire alarm pull stations. Key plans shall be located in central traffic areas, wall mounted and framed under glass, minimum size 8" x 10".
- F The requirements of CCR Title 24, State Building Code relative to Access Law Compliance, and Americans with Disabilities Act (ADA), and Uniform Federal Access Standards (UFAS), must be included in the planning of these Premises. All new construction work shall be planned to comply with the above-mentioned standards. Modifications of existing conditions to reach compliance are also required unless the alterations and cost meet the qualifications for unreasonable hardship.
- G Hazard Communication Program (for work in and adjacent to areas already occupied by Tenant): Always use the least hazardous material available that will achieve required results. Prior to beginning any construction in or adjacent to spaces already occupied by Tenant, Landlord shall provide the following information:
  - 1. MSDS (Material Safety Data Sheets) or other appropriate literature on any hazardous materials (paint thinners, solvents, mastics, etc.) that will be used during construction.
  - 2. Identify any procedures likely to produce vapors, odors, fumes, dust, etc. Such procedures shall only be undertaken during times when adjacent areas are not occupied (i.e. evenings, weekends). Provide adequate ventilation to ensure that all vapors, etc. are expelled from building prior to next business day.
  - 3. Any safety precautions Tenant should take regarding proposed construction.

#### **III - DESIGN REQUIREMENTS**

#### 2 - Sitework

A Parking: If parking is shown or indicated on plans or in lease documents, it shall have pre-cast concrete bumpers or curbs to protect property and pedestrians and shall be paved, including paved access from street and be properly graded for effective disposal of surface water away from building, and off site. Each stall shall have unobstructed individual access. Mark parking stalls with painted 4" wide stripes of white traffic paint or indicate by marker buttons. Provide appropriate designation of space for Tenant and ADA requirements.

B Provide accessible route between handicap-designated parking space/s and main building entry serving each tenant space.

## 6 - Wood and Plastics

#### A Cabinets:

- 1. Provide new cabinetwork as shown and where indicated on plan. Manufacture items per the current edition of the Woodwork Institute of California (WIC) "Manual of Millwork" standards for "Custom Grade" millwork. Each item of casework and plastic laminate counter top shall be built in accordance with WIC standards. Cabinet core materials shall be veneer core hardwood plywood or 3/4" medium density fiberboard (MDF). High-density particleboard and tempered hardboard products will not be permitted. Countertop core materials shall be plywood. No product containing formaldehyde shall be used.
- 2. Cabinets shall be of sizes and types indicated on the plans. Unless otherwise noted, base cabinets shall have one row of drawers and one adjustable shelf below with hinged doors unless noted otherwise. Provide a 4" toe space at base cabinets. Upper cabinets shall have two rows of adjustable shelves and hinged doors unless noted otherwise. Access openings and other cutouts to plumbing and electrical fixtures and lines shall be provided by the cabinetmaker; field cutouts shall be minimized and shall be finished to match casework.
- 3. Counter tops and cabinets shall be covered with plastic laminate at all exposed surfaces. Counter tops shall be self-edged unless otherwise noted. Counter tops with sinks shall have a no-drip, bull-nose edge, and an integral cove, with a sanitary metal rim around the sink or a self-rim stainless steel sink. Other materials may be submitted to the Tenant for approval.
- 4. Where concealed, shelves may be of minimum 3/4", white melamine, per WIC Specifications. Cover exposed edges with plastic laminate or hardwood edging.
- 5. Face of millwork to be high-pressure decorative plastic laminate: NEMA LD-3 grades as required by Tenant Specifications. Use Formica, Wilsonart, Nevamar, or equal, subject to approval by Tenant.
- 6. Provide 3-way adjustable European-style concealed hinges and wire pulls plated to match hardware.
- 7. Finishes for casework shall be plastic laminate. Color to be selected by Tenant.
- 8. Design all casework to meet the requirements of ADA. Work surfaces and counters shall be adjustable in height wherever possible for accessibility and flexibility.

## 7 - Thermal and Moisture Protection

- A Exterior walls, including door and window assemblies, shall be constructed or processed so that they are weatherproof. Seal all visible cracks that allow outside air to penetrate the building's envelope.
- B Roof shall be weather tight and provided with suitable drainage system that will effectively dispose of roof water without interfering with use of Premises.

#### 8 - Windows and Doors

#### A Windows:

Glazed openings in office partitions shall have 3'-6" high sill unless noted otherwise on plans. Glass shall be clear unless noted otherwise and shall meet all applicable code requirements. All products shall be commercial grade.

#### B Doors:

- 1. All interior doors shall be of minimum dimension 3'-0" x 6'-8" x 1-3/4" thick, flush solid core wood. Doors with locksets shall be solid core. Face veneer shall be rotary cut, Building standard birch or maple or beech suitable for stained or natural transparent finish. All double doors shall conform to Building standard.
- 2. Glass view panels in interior doors shall be minimum 3/16" clear float glass, tempered as required by code.
- 3. Fire-rated door and frame assemblies shall be installed where noted or as required by code. Doors and frames shall bear Underwriters Laboratory (UL) label for required fire resistive rating. Modification of labeled assemblies will be subject to inspection and approval by the Office of the Fire Marshal who may require re-testing and/or re-certification.
- 4. Doors separating conditioned and unconditioned space shall be weather stripped or have a door gasket to effectively and reliably limit air infiltration. Adhesive foam-type or felt weather-stripping is not acceptable.

## C Hardware:

- 1. Furnish and install hardware required for complete installation, including but not limited to, hardware for locks, latches, door butts with non-removable pins on out swinging exterior doors, door stops, and, where indicated on plan, metal thresholds, metal kick plates, metal push plates, single or double acting self-closing gravity operated gate hinges.
- 2. Provide lever type hardware to comply with Title 24 Access and ADA requirements. Locksets and latch sets shall be "Schlage," or approved equal. Interior office doors may have Schlage "AL" series latch sets or equal. Doors providing access to Premises, isolated storage rooms and other doors shall have a lock, shall have Schlage "D" Series or equal. Confirm interior and exterior key system and requirements with Tenant prior to installation. (Provide 6-pin cylinder capable of being keyed to Tenant's master key system.)
- 3. Provide adjustable door closers on entrance doors, doors to toilet room and their vestibules, doors between leased spaces and public areas, and on other doors where noted on the plan. Spring-loaded hinges will not be allowed in lieu of door closers.

#### 9 - Finishes

#### A Floors:

1. Concrete floors in janitor closets, heater or utility rooms shall be cleaned and treated with epoxy coating. Office areas throughout shall have carpet or other floor covering per **Exhibit A** with 4" top-set rubber base, unless otherwise specified. Floor covering shall extend under counters and cabinets. Colors and patterns shall be as selected or approved by Tenant.

2. Floors in toilet rooms shall be of nonabsorbent material impervious to moisture (such as sheet vinyl, terrazzo, ceramic tile, or approved equal material) with 6" minimum base. Provide 4' high wainscot of equal material at plumbing fixture walls, walls within water closet compartments, and walls within 24" of the front and sides of urinals. Exposed concrete floors are not acceptable in toilet rooms.

# B Carpet:

All areas shall receive new carpeting. Carpeting may be either broadloom or carpet tiles. Approved products: Lees Commercial Grade - Lineage, Interface Carpet Mills - Quantum Plus Series, Moiré Plus Series with Protekt 2 or equal. Broadloom carpet shall be of level loop or multi-level loop broad loom, nylon face yarn, Antron or BASF with inherent static control, minimum 28 oz./sq. yd. face yarn weight. No pads will be used. Pattern and color as per drawings, or approved equal. Landlord shall purchase at least ten percent (10%) additional carpet tile stock (if tiles are used) and retain same to allow prompt replacement of stained or damaged carpet tiles.

- C Ceilings of office areas including reception, corridors, and office storage areas shall have acoustical ceilings of "T" bar systems with new acoustical lay-in panels or other approved material with equivalent acoustical qualities. Ceiling height shall be a minimum of 9'-0" and a maximum of 12'-0". If existing "T" bar system is in place, the grid shall be painted (if needed for a professional appearance) and new tiles installed.
- D Window Coverings (horizontal blinds) will be provided on all exterior windows, interior sidelight windows adjacent to each door, office and conference room sidelights. Acceptable manufacturer is Riviera Dust Guard 1-inch Blind by Levolor, or equivalent. Include cord lock and hold down brackets, unless integrated into blind design.
- E Painting: Unless otherwise note, all walls to be painted.
- 1. Colors shall be as selected or approved by Tenant. Provide 12" x 12" brush-out samples off all proposed colors prior to painting.
- 2. Interior walls and ceilings and painted sash, doors, and trim shall be in clean, newly painted condition.
- 3. Walls and plaster or gypsum board ceilings shall be finished in latex semi-gloss stipple enamel.
- 4. Painted doors and trim shall be finished in latex semi-gloss enamel.
- 5. Where existing acoustic tile is painted, it shall be finished with non-bridging paint "Off-White".
- 6. Stained or natural finished wood shall be finished with sealer and lacquer.
- 7. New partitions without factory finish shall be painted with one coat of primer/sealer and two finish coats of best quality latex semi-gloss stipple enamel.
- 8. Painted doors and trim shall be latex semi-gloss enamel.
- 9. Stained or natural finish wood shall be finished with sealer and two coats lacquer.
- 10. Where non-matching contiguous painted surfaces result from preparation of the Tenant's Premises, matching paint shall be applied extending to natural break points of the surfaces in question.

11. Landlord's architect to provide three (3) color boards of distinctly different finishes for approval by tenant. An individual qualified to select finishes shall prepare the boards. The selected board is to be retained by the tenant for verification purposes.

# 10 - Specialties

- A Toilet Room Accessories: Each toilet room shall include paper towel holder(s), waste receptacle(s), soap dispensers, and mirror with shelf below for each lavatory. Provide a Diaper Changing Station in each restroom. Station shall be Bobrick or equal. Each woman's toilet room shall include a coin-operated sanitary napkin dispenser. Each toilet stall shall include a toilet paper holder (single roll with continuous paper flow), toilet seat cover dispensers, inside locking device and a coat hook. In addition, each women's and unisex toilet stall shall include a folding purse shelf and a sanitary napkin receptacle. All dispensers to have stainless steel finish. Accessories must comply with California Accessibility Code 3105.A (6).
- B Signs: It is the intent of this paragraph to provide the Tenant with proper identification for the public's information. Signage shall be placed to suit the building configuration and the entrance to the Tenant's Premises.
- 1. Interior: All signs to comply with California Accessibility Code. On or near entrance door, install the words "COUNTY OF SONOMA" and name of County agency and address numbers as directed. Signage shall be per building standard subject to approval by the Tenant. Painted or pressure sensitive vinyl letters are not acceptable, unless approved in writing by tenant. Provide similar agency identification signage in the building directory, if any. Each toilet room shall have required identification signs.
- 2. Exterior: Letters shall be of cast aluminum alloy, bronze, black anodized finish, dimensional plastic, or as approved by the Tenant. Submit catalog or sample for approval by the Tenant. The words "COUNTY OF SONOMA" shall be 6" high and the name of the department shall be 10" high. Sign shall include street address numbers 4" high.
- C Modular Systems Furniture Projects (MSF) -- The Tenant may elect to provide and install MSF in lieu of traditional office furniture. MSF may be comprised of any combination of freestanding partition panels, panel supported worktops, files, components, and integrated circuitry and access raceways for provision of electrical power and voice and data cabling. The system is typically provided with a hardwired connection for phone, data, and electric service.

If the Tenant elects to use MSF as described above, it will complete all procurement procedures for purchase of MSF and will coordinate the installation of the MSF (excluding hardwiring of Landlord supplied utilities and connections). Landlord shall provide access to building and facilities to Tenant and its MSF installer as required during MSF installation period. Tenant will provide Landlord with MSF layout drawings showing panel and workstation configurations, panel sizes, point of connection (POC) for Landlord-supplied utilities (electric), and utility requirements.

Landlord shall ensure that building electrical/mechanical systems and capacities are compatible with MSF design requirements. Landlord shall ensure MSF lay out drawings are used to coordinate location of wall-mounted equipment such as access panels, thermostats, fire extinguishers, etc., and will relocate existing equipment as required to accommodate MSF layout.

Landlord shall be responsible for coordination and delivery of electrical, service and phone/data outlet boxes and conduits to MSF "Point of Connection" (POC) - generally a junction box at

wall or above ceiling) as indicated on MSF installation and wiring cable plans to be provided by Tenant. Tenant will provide Landlord with required MSF utility "whip" and Landlord shall also be responsible for hardwiring "whip" at POC. This work shall be coordinated to occur concurrently with MSF installation. Landlord shall obtain any required permits from the local jurisdiction.

Coordination of delivery and installation of MSF is critical to timely occupancy by the tenant agency, as business cannot be conducted until power, voice, and data components are fully operational. Tenant shall provide installation schedule to Landlord, and once agreed upon, both parties may not change this schedule without agreement. If Landlord fails to meet the installation date, Landlord shall be responsible for storage (in Landlord controlled space at Landlord's option) and associated delivery costs of MSF if delivery schedules cannot be adjusted to conform to new schedules.

Installation of modular systems furniture may not take place until construction of tenant improvements is substantially complete. Conditions required for said completion are:

- a. Building official approval of electrical and cabling systems to the point of connection.
- b. Installation of floor covering.
- c. Substantial completion of project punch list.

# 13 - Special Construction

A Sound Control: Construction of interview and conference rooms shall be such as to prevent transmission of sound or vibration to office areas (minimum sound transmission class (STC) rating of 40STC. Construction of equipment rooms and toilet rooms shall be such as to prevent transmission of sound or vibration to office areas (minimum sound transmission class (STC) rating of 45STC. Access to mechanical rooms shall not be through office areas (unless shown on Exhibit A). All other walls shall be a of minimum STC 35 rating.

#### 15 - Mechanical

A Plumbing: If not shown on plans, provide plumbing fixtures in number and type required by the California Plumbing Code.

Provide hot and cold water at each lavatory and sink, per CPC and CCR Title 24, Part 5.

Provide one or more ADA compliant drinking fountains within close proximity to office Premises or as indicated on plans. Soldered connections on water supply lines shall use ASTM 832, Grade 5A 95-5 Tin Antimony solder. Lead solder is not allowed.

At fixtures provided for the Tenant's exclusive use, provide the following:

- 1. Set temperature of hot water to lavatories and sinks at maximum 105° F.
- 2. Water heaters and storage tanks shall be fitted with external insulation blankets rated at a minimum thermal resistance value of R-6 unless the existing insulation jacket is in excess of R-12.

B Heating, Ventilating, and Air Conditioning (HVAC): A comfort conditioning system shall consist of a fully automatic heating, cooling, and ventilating system providing air continuously during occupied hours to areas designed for occupancy, including storage-work rooms, lounge, etc. Provide adequate ventilation and cooling to maintain proper operating temperature for equipment in telephone/communications room and other support spaces.

Systems shall be zoned for each exposure and for interior zones, each zone of size and shape to ensure even distribution and temperature control throughout occupied space. Each zone shall be able to be independently controlled without affecting airflows or air temperature supplied to other zones. Each zone shall require a separate air-handling unit unless Tenant specifically agrees to an alternative design.

The heating and cooling system shall maintain the following temperatures in all occupied areas: Winter 70°F; Summer 75°F.

Prior to construction, submit to Tenant detailed heating and cooling calculations (including loads for lights, occupants, and equipment), equipment data sheets. All calculations and related design documents shall be prepared and signed by the HVAC Engineer. The cooling load for conference rooms, hearing rooms, public lobbies, waiting rooms, and employee rooms shall be based on occupancy of 25 SF per person. Cooling load for all other areas shall be based on occupancy of 100 SF per person.

Distribution ductwork shall be properly insulated in accordance with the California Mechanical Code (CMC). Ductwork shall be concealed or integrated into the architectural design of the interior space. Air distribution system shall be capable of draft-less operation at acceptable noise level (e.g. typical of comparable first class office buildings) while handling designed flow of air. Return air shall be conducted through registers connected to ductwork or plenum above ceilings, except as otherwise approved by the Tenant. The ductwork construction and installation shall conform to the appropriate Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) low velocity, high velocity, or fibrous glass duct construction standards.

Individual supply and return air outlets shall be provided in each enclosed area. Offices between 150 and 250 square feet shall be provided with two supply and one return air register. Undercutting of doors, door grilles, or jumper ducts are not acceptable alternates to ducted returns.

Minimum outside air ventilation shall be 20 cfm per person. The complete air system shall be checked, adjusted, and balanced during construction and re-balanced after occupancy by the mechanical contractor. Certified balance reports shall be delivered to the Tenant upon occupancy of the building. Thereafter, out-door air damper operation and outdoor air quantities shall be verified by an established air balancing firm and a report delivered to the Tenant annually as requested by the Tenant.

A design supply airflow of .75 cfm per SF. in interior of windowless perimeter spaces is acceptable.

Toilet rooms shall be provided with a mechanical exhaust system providing a minimum of 15 air changes per hour. Replacement air shall be supplied from the building system. Individual supply ducts for sound lined jumper ducts are acceptable. Where toilet rooms have individual exhaust fans, the fan operation shall be interlocked with the toilet room light switch. Exhaust air shall be ducted to the outside.

Thermostats shall be provided for the regulation of the "daytime" temperature, in each zone without manual attention by tenant. The thermostats shall include automatic changeover from

heating to cooling. "Dead-band" thermostats shall be used with adjustable range where no heating or cooling is activated. The temperature range of the thermostats shall be minimum 55F to 85F. Lockable tamperproof covers shall be provided. Thermostats shall be cleaned, calibrated. Room thermostats shall be located in representative location (out of sun, out of diffuser blow, and not on walls near return air devices). Thermostats on exterior walls shall be on insulated bases.

Provide one winter night setback thermostat for each air-handling unit. The thermostat shall cycle the heating system to maintain 55F.

Pursuant to <u>Section 6.2</u> of the Lease, Landlord shall provide Tenant with After-Hour Utilities as requested, including HVAC. In the event that these utilities are not available to Tenant after Normal Business Hours, Landlord shall provide Tenant with contact information (e.g., phone number, email, etc.) so that Tenant may notify Landlord of any issues or concerns during After-Hours HVAC.

Filtration shall be provided for all ventilated (outside air) and re-circulated air. Low static pressure filters shall be used, with 0.15" maximum pressure drop when clean, except in areas requiring a cleaner atmosphere.

All equipment shall be inspected for proper operation at least every quarter. An inspection and maintenance log for time clocks and all major equipment, including the economizer, shall be maintained in the property management office and be available upon request for Tenant inspection.

#### 16 - Electrical

Relocate and/or provide fluorescent lighting at ceilings to provide watts/square foot required by Title 24 overall in each area. Lighting fixtures in individual offices shall be located such that illumination levels within each office are as evenly distributed as possible. Proper lighting at task locations is important.

Light fixtures are to be lamped with high efficiency lamps. New or replacement fluorescent fixtures shall have four foot 32 watt T-8 lamps with energy saving solid state electronic ballast.

Light fixtures shall be installed with a 6' flexible "pigtail" to facilitate rearrangement.

Replace incandescent lamps with compact fluorescent lamps or with circular fluorescent lamps wherever possible.

Auto-occupancy sensors and timed wall switches shall control lights. All light switches shall be installed within the space controlled by them or near entrances and exits to areas served. Three-way switches shall be provided in corridors and spaces with more than one entrance. Switches shall be located at the interior office wall the door opens onto and shall be mounted a maximum of 44 inches above the finished floor and between 12 and 36 inches horizontally of the end of the door in a fully open position though never behind the door itself.

Provide motion sensors for all areas.

Provide dual switching to provide even half-level lighting in enclosed areas (100sf. or larger) in accordance with Title 24, Sec. 2-5319(c).

Any parking and outdoor lights (non-security) shall have photocell control or a 7-day spring or battery loaded time clock set to suit Tenant's after-hours needs.

Duplex convenience outlets shall be 15 ampere 125 volt 3 wire grounding type.

Provide wiring and electrical switching and control equipment for HVAC and other special equipment. Provide special outlets, dedicated circuits, isolated ground convenience outlets, etc., for copy machines, word processing equipment, data processing equipment, etc., where shown on sketch plan. Dedicated circuits shall have individual black wire from outlet to panel neutral bus. Green wire shall be run to building ground via an isolated ground panel bus. (Green wire may be ganged from outlets to isolated ground panel bus.) Landlord shall furnish certification from electrical contractor that this work has been installed in compliance with specifications and vendor's equipment requirements (provided, however, that Tenant shall have provided Landlord with any such vendor's equipment requirements prior to the completion of the Design Development phase).

Each office and open work station shall be provided with the following unless the existing conditions currently meet these requirements (note: outlets and jacks shall be located such that they are hidden from view by the desk or table (i.e., located in the area where furniture directly adjoins a wall or within 24 inches of the furniture on the user's side of the furniture)):

- 1. Minimum one duplex outlet on the wall adjacent to each desk and data processing (DP) table. When the desk and DP table directly adjoin one another, two duplex outlets may be provided at a wall adjoining either the desk or DP table.
- 2. Three (3) duplex outlets per office and workspace (and Tenant agrees to work with Landlord to value engineer the final electrical plan such that outlets are placed where actually needed), and duplex outlets in corridors spaced to allow janitorial staff to completely vacuum. Four (4) outlets per office will be required in order to provide functional workspaces in compliance with the automatic receptacle control requirements of Title 24, Part 6 Section 130.5 (d). Either compliance option therein is acceptable.
- 3. Minimum one phone connection at one wall adjacent to each desk. This shall consist of an opening in the wall with nylon pull cord and ring at each location. Wiring to be provided and installed by Tenant, at Tenant's sole cost and expense.
- 4. Minimum one data connection at one wall adjacent to each DP table. This shall consist of an opening in the wall with nylon pull cord and ring at each location. Wiring to be provided and installed by Tenant, at Tenant's sole cost and expense.

Landlord shall provide and install pull string and ring, necessary for telephone installation, including conduit from exterior of building to MPOE location and telephone distribution centers. Provide 2-2" conduit from the Main Telephone Room (MPOE) to the telecom room in tenant's space. Provide telephone terminal backboard of proper size, as directed by Tenant's telephone vendor company. Provide lighting and power outlet(s) in closets as required. Telephone service outlets shall be as shown and conduit provided to serve these locations. Low voltage wiring located in the plenum shall be organized into harnesses or trays to the extent reasonably possible.

Provide 30 percent additional electrical capacity to Premises for future needs, provided that the existing electrical service has sufficient capacity to supply same as of the Effective Date.

# 17 - Security System

Provide outlet boxes and conduit to support tenant-supplied security system, if required in the plans. Locate outlet boxes in wall adjacent to each location and extend 1/2" conduit with pull cord from outlet to space in ceiling above.

**END OF SPECIFICATIONS** 

# **ATTACHMENT C-1**

# Tenant-approved sketch plan:

Furniture, Fixtures, Trade Fixtures and Equipment (including, without limitation, data, telephone and similar equipment, including cabling) Are Tenant's Work and Are Not Part of Leasehold Improvements or Landlord's Work



# ATTACHMENT D

# **Itemized Statement**

(to be attached)

# **EXHIBIT D**

# **Acknowledgement of Commencement Date**

Lease dated, 2017 be California limited liability company ("Lar subdivision of the State of California ("	tween CORNERSTONE PROPERTIES SA, LLC, and lord"), and the COUNTY OF SONOMA, a political Tenant") for premises located at 5350 Old Redwood of Petaluma, State of California, occurred on
ACKNOWLEDGED BY LANDLORD:	CORNERSTONE PROPERTIES SA, LLC, a California limited liability company
	By: Name: Title:
ACKNOWLEDGED BY TENANT:	COUNTY OF SONOMA, a political subdivision of the State of California
	By: Caroline Judy, Director General Services Department

#### **EXHIBIT E**

#### **RULES AND REGULATIONS**

- No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed
  or printed or affixed to any part of the outside or inside of the Building/Project or the
  leased premises without the prior written consent of Landlord and Landlord shall have
  the right to remove any such sign, placard, picture, advertisement, name or notice
  without notice to and at the expense of Tenant.
  - a. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved of by Landlord.
  - b. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the leased premises; provided, however, that Landlord may furnish and install a Building standard window covering at all exterior windows. Tenant shall not without prior written consent of Landlord cover or otherwise sunscreen any window.
- 2. Landlord shall approve in writing, prior to installation, the method of attachment of any permanent objects affixed to walls, ceilings or doors.
- 3. The bulletin board or directory of the Building/Project will be provided exclusively for the display of the name and location of Tenant only and Landlord reserves the right to exclude any other names therefrom.
- 4. The sidewalks, halls, passages, exits, entrances and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress from the leased premises. The halls, passages, exits, entrances, stairways, balconies and roof are not for the use of the general public and the Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of the Landlord shall be prejudicial to the safety, character, reputation and interests of the Building/Project and its Tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom the Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. No Tenant and no employees or invitees of any Tenant shall go upon the roof of the Building/Project.
- 5. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanisms thereof without the prior written consent of the Landlord. Tenant must, upon the termination of Tenant's tenancy, restore to Landlord all keys of storage, offices and toilet rooms either furnished to or otherwise procured by Tenant and in the event of the loss of any keys so furnished Tenant shall pay to Landlord the costs thereof or of changing the lock or locks opened by lost keys if Landlord deems it necessary to make a change.
- 6. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.
- 7. Tenant shall not overload the floor of the leased premises or in any way deface the leased premises or any part thereof.
- 8. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building/Project and also the times and manner of moving the same in and out of the Building/Project. Safes or other heavy objects shall, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the

- Building/Project by moving or maintaining any such safe or other property shall be repaired at the expense of the Tenant. There shall not be used in any space, or in the public halls of the Building/Project, either by any Tenant or others, any hand trucks except those equipped with rubber tires and side guards.
- 9. Tenant shall not employ any person or persons for the purpose of cleaning the leased premises without the consent of Landlord. Landlord shall be in no way responsible to Tenant for any loss of property from the leased premises, however occurring, or for any damage done to the effects of Tenant by the Janitorial Service or any of Landlord's employees, or by any other person.
- 10. Tenant shall not use, keep or permit to be used any noxious gas or substance in the leased premises, or permit or suffer the leased premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building/ Project by reason of noise, odors, and/or vibrations, or interfere in any way with other Tenants or those having business therein, nor shall any animals or birds (except service animals) be brought in or kept in or about the leased premises or the Building/Project. No Tenant shall make or permit to be made any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or leased premises or those having business with them whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way. No Tenant shall throw anything out of door or down the passageways.
- 11. No trash shall be put in the common areas. Outdoor garbage containers shall be supplied.
- 12. The leased premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the use of the leased premises for general office purposes. No Tenant shall occupy or permit any portion of its leased premises for anything other than general office purposes. No tenant shall occupy or permit any portion of its leased premises to be occupied as an office for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber shop or manicure shop. The leased premises shall not be used for lodging or sleeping or for any illegal purposes.
- 13. Tenant shall not use or keep in the leased premises or the Building/Project any kerosene, gasoline, solvent or inflammable or combustible fluid or material.
- 14. Landlord will direct electricians/telephone installers as to where and how telephone wires are to be introduced. No boring or cutting for wires will be allowed without the consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the leased premises shall be subject to the approval of the Landlord.
- 15. No Tenant shall lay linoleum or other similar floor covering so that the same shall be affixed to the floor of the leased premises in any manner except by a paste, or other material, which may easily be removed with water, the use of cement or other similar adhesive materials being expressly prohibited. The method of affixing any such linoleum or other similar floor covering to the floor, as well as the method of affixing carpets or rugs to the leased premises, shall be subject to approval by Landlord. The expense of repairs for any damage resulting from a violation of this rule shall be borne by Tenant by whom, or by whose agents, employees, or visitors, the damage shall have been caused.
- 16. At all times other than Normal Business Hours, access to the Building/Project, or the halls, corridors or stairways in the Building/Project, or to the leased premises may be refused unless the person seeking access is known to the person or employee of the Building/Project in charge and has a pass or is property identified. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building/Project of any person.
- 17. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves right to prevent access to the Building/Project during the continuance of the

same by closing the doors or otherwise, for the safety of the Tenants and protection of property in the Building/Project. In the case of such invasion, mob, riot, public excitement, or other commotion the Landlord reserves the right to close and keep locked all entrance and exit doors of the Building/Project at all times other than Normal Business Hours, and during such further hours as Landlord may deem advisable for the adequate protection of said Building/Project and the property of its tenants. Notwithstanding the foregoing, Landlord acknowledges that Tenant normally requires access to the Premises 24-hours per day/seven days per week.

- 18. All entrance doors in the leased premises shall be kept locked when the leased premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the leased premises.
- 19. Landlord reserves the right to exclude or expel from the Building/Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or illegal drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building/Project.
- 20. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from the Landlord.
- 21. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and the street address of the Building/Project of which the leased premises are a part. If Landlord exercises this right, then Landlord shall reimburse Tenant for costs incurred by Tenant as a result of such change. Such costs shall include but not be limited to changing stationery, public information, brochures, website, etc.
- 22. Tenant agrees that it shall comply with all fire and security regulations that may be issued from time to time by Landlord and Tenant also shall provide Landlord with the name of a designated responsible employee to represent Tenant in all matters pertaining to such fire or security regulations.
- 23. Landlord reserves the right by written notice to Tenant to reasonably rescind, alter or waive any rule or regulation at any time prescribed for any reasonable purpose for the Building/Project and its Tenants.
- 24. Tenant shall not disturb, solicit or canvass any occupant of the Building/Project and shall cooperate to prevent the same.
- 25. Without the prior written consent of Landlord, Tenant shall not use the name of the Building/Project in connection with or in promoting or advertising the business of the Tenant except as Tenants address.
- 26. Landlord shall furnish reasonable amounts of heating and air conditioning during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday (County and federally-recognized holidays excepted).
- 27. Tenant shall abide by all energy conservation measures employed by Landlord, including but not limited to requirements that lights be extinguished upon leaving the leased premises and that window coverings be closed at times specified by Landlord.
- 28. Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.
- 29. Vehicles are to park in properly marked spaces only. Under no circumstances are vehicles to (a) back in, (b) park in space reserved for other Tenants, (c) park in driveways, (d) park in front of entrances to the Building/Office Complex, (e) park in unmarked areas, (f) park in loading zones (except to load/offload goods), (g) park in two (2) or more spaces, (h) park for over forty-eight (48) hours without registering the vehicle, in writing, with the Landlord. Landlord is responsible for managing and enforcing parking rules and regulations, including marking and posting designated parking and no-parking areas. Landlord shall have the right to cause improperly parked cars to be towed at the owner's expense.

#### **EXHIBIT F**

#### **Janitorial Services**

# Daily Services Five (5) Days per Week

- 1. Empty and damp clean all ashtrays.
- 2. Empty all waste baskets and other waste containers.
- Dust mop all tiled and terrazzo floors.
- 4. Vacuum traffic lanes of carpeting.
- 5. Dust all desks, chairs, tables, filing cabinets and other office furniture.
- 6. Damp clean lobby counters.
- 7. Clean and sanitize rest room fixtures, mirrors, chrome pipes, etc.
- 8. Clean splash marks from walls of rest room.
- 9. Wet mop and sanitize rest room floors.
- 10. Refill soap, towel and paper containers.
- 11. Clean and sanitize drinking fountains.
- 12. Clean hand marks off glass on entrance doors.
- 13. Damp clean table tops in coffee rooms.
- 14. Clean kitchen sinks and counters.
- 15. Sweep entryways.
- 16. Spot clean carpets of small spillages, footprints, etc.
- 17. Keep janitor closets clean and orderly.

# Weekly Service

- 1. Wet mop all tiled and terrazzo floors.
- 2. Clean all desk tops that are cleared.
- 3. Clean hand marks from walls, doors and woodwork.
- 4. Vacuum all carpeting and rugs completely.
- 5. Service trash receptacles at Tenant entrance and outdoor common areas.

## Once-Monthly Service

1. Pest control.

## Twice-Monthly Service

- 1. Dust high areas.
- 2. Vacuum upholstered furniture.
- 3. Clean lobby directories and fire extinguisher glass.
- 4. Machine scrub all tiled floors.
- Wax all tiled floors.
- 6. Machine polish all tiled floors.

# Other Services When Needed

- 1. Vacuum dust and dirt accumulation from air-conditioning vents.
- 2. Replace light bulbs and tubes inside building.

- 3. Brush down cobwebs inside building.
- 4. Machine scrub or dry clean all carpeted areas.

# **Every Three Months**

1. Supply and change entry mats.

# **Every Six Months**

- 1. Wash inside windows in high traffic areas where needed.
- 2. Wash outside windows if necessary.

# **Annually**

- 1. Clean window blinds.
- 2. Shampoo carpets.
- 3. Wash inside and outside windows.

The above are considered the minimum standard janitorial items. Landlord is responsible for providing all services to the health and cleanliness of the leased facility.

#### **EXHIBIT G**

#### Insurance

# Section I: Insurance required to be maintained by Landlord

At all times during the term of this Lease, Landlord shall purchase and maintain, at its own expense, insurance as described below, unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

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

## 1. Workers Compensation and Employers Liability Insurance

- a. Required if Landlord 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.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.
- e. Required Evidence of Insurance:
  - i. Subrogation waiver endorsement; and
  - ii. Certificate of Insurance

If Landlord currently has no employees, Landlord agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Lease or any extensions of the term.

## 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Landlord maintains higher limits than the specified minimum limits, Tenant requires and shall be entitled to coverage for the higher limits maintained by Landlord.
- 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 Tenant. Landlord is responsible for any deductible or self-insured retention and shall fund it upon Tenant's written request, regardless of whether Landlord has a claim against the insurance or is named as a party in any action involving the Tenant.
- **d.** The County of Sonoma, its officers, agents and employees shall be additional insureds for liability arising out of premises owned by or rented to Landlord, (Insurance Services Office endorsement CG 20 26 or equivalent).
- **e.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall cover inter-insured suits between Landlord and Tenant and include a "separation of insureds" or "severability" clause which treats each insured separately.

- **g.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.
- h. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
  - ii. Certificate of Insurance.

# 3. Property Insurance for Building and Tenants' Improvements & Betterments

- **a.** The insurance shall cover the Building (excluding land) and all improvements and structures on the land.
- **b.** Insured perils shall be "special form" or "all risks".
- c. The minimum amount of insurance shall be the full current replacement cost of the building and all improvements and structures on the land, including the cost of debris removal. This amount shall be re-determined annually by Landlord, subject to approval by Tenant.
- **d.** The insurance shall apply on a replacement cost basis, without deduction for depreciation.
- **e.** The insurance shall cover the interests of both Landlord and Tenant. Tenant shall be endorsed as an additional insured with respect to its interest in covered property; other tenants may be added as additional insureds.
- **f.** All moneys collected from the insurance company shall be held by Landlord in trust to be used and applied exclusively in accordance with <u>Article 10</u> entitled "Destruction and Untenantability of Premises".
- **g.** Tenant shall not be responsible to Landlord for any coinsurance penalty assessed by the insurance company.
- **h.** If the policy has a deductible, Landlord shall be responsible for the full amount of the deductible without contribution from Tenant.
- i. Required Evidence of Insurance:
  - i. Additional insured endorsement; and
  - ii. Certificate of Property Insurance or Evidence of Commercial Property Insurance.

#### 4. Rental Value Insurance

- **a.** The insurance shall cover loss of rents resulting from an insured cause of loss under a "special form" or "all risks" policy.
- **b.** The period of insurance shall be the entire period of restoration of damaged property and shall not be limited to a period of 12 or 18 months.
- **c.** The limit shall be one hundred percent (100%) of the annual rents payable by all tenants occupying the building.
- **d.** <u>Required Evidence of Insurance</u>: Certificate of Property Insurance or Evidence of Commercial Property Insurance

# 5. Mold Liability Insurance (Tenant shall provide a waiver of this coverage prior to the Effective Date)

- **a.** The insurance shall cover claims for mold-related bodily injury and property damage (including loss of use) and remediation expenses.
- **b.** The insurance shall cover claims arising out of the presence of mold, microbial matter, or mold or fungus spores on the Premises.
- **c.** Minimum Limit: \$5,000,000 per occurrence.
- d. Required Evidence of Insurance: Certificate of Insurance

#### 6. Standards for Insurance Companies

Insurers shall have an A.M. Best's rating of at least A:VII.

#### 7. Documentation

- a. The Certificate of Insurance must include the following reference: 5350 Old Redwood Highway, Suite 600, Petaluma, California.
- **b.** All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Landlord agrees to maintain current Evidence of Insurance on file with Tenant for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees, in c/o General Services Department, Attn: Real Estate Manager, 2300 County Center Drive, Suite A220, Santa Rosa, CA 95403.
- **d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- **e.** Landlord shall provide immediate written notice if: (1) any of the required insurance policies is terminated; or (2) the limits of any of the required policies are reduced.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

# 8. Policy Obligations

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

#### 9. Material Breach

If Landlord fails to maintain insurance which is required pursuant to this Lease, it shall be deemed a material breach of this Lease. Tenant may give notice to Landlord to reinstate or acquire the affected insurance. Should Landlord fail to reinstate or acquire the affected insurance within ten (10) days of Tenant's notice to reinstate or acquire such insurance, Tenant may either terminate this Lease, reinstate or acquire the affected insurance, and Landlord shall reimburse Tenant for the necessary cost at Tenant's option.

## Section II: Insurance required to be maintained by Tenant

At all times during the term of this Lease, Tenant shall purchase and maintain, at its own expense, insurance or self-insurance as described below.

# 1. General Liability Insurance

- **a.** Minimum Limit: \$2,000,000 per occurrence.
- **b.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Landlord.
- **b.** Cornerstone Properties II S, LLC, its officers, agents, consultants and employees shall be additional insureds for liability arising out of premises leased to Tenant.
- **c.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- **d.** The policy shall cover inter-insured suits between Landlord and Tenant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- **e.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.
- c. Required Evidence of Insurance: Certificate of Insurance or Letter of Self-Insurance.

#### 2. Documentation

a. All required Evidence of Insurance shall be submitted prior to the execution of this

- Lease. Tenant agrees to maintain current Evidence of Insurance on file with Landlord at all times during the term of this Lease.
- **b.** 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 insurance or self-insurance.

# **EXHIBIT H**

# **Non-Disturbance Agreement**

Recorded at the request of:
Real Estate Manager
County of Sonoma
2300 County Center Drive, Suite A220
Santa Rosa, California 95403
When recorded return to:

(space above this line for recorder's use)

## NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT made this day of, 20 ("Effective Date"), by and between ("Mortgagee") and the COUNTY OF SONOMA, a political subdivision of the State of California ("County");
permosa caracter of the control of came (
WITNESSETH:
WHEREAS, Mortgagee is the beneficiary of a Deed of Trust ("Mortgage") on certain real property ("Property") described in said Mortgage located in the City of, County of Sonoma, State of California, which Mortgage is recorded
, County of Sonoma, State of California, which Mortgage is recorded in Book at Page of the Official Records of the County o
Sonoma.
WHEREAS, County has leased a portion of the Property from Cornerstone Properties SA, LLC, ("Lessor") by lease agreement dated, 20, ("County Lease") ("County Lease" as used herein includes any extension or renewal thereof.)
NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:
1. Provided County is not in default under the terms of the County Lease, then:
(a) The right of possession of County to the leased premises and County's rights arising out of the County Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the Mortgage or the note secured thereby;

pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of County thereunder; County will attorn to the Mortgagee or any purchaser at such sale and the County Lease shall continue in accordance

with its terms between County and Mortgagee or such purchaser.

Any sale of any portion of the premises described in the County Lease

- 2. Mortgagee or such purchaser shall not be bound by any payment of rent or additional rent made by County to Lessor for more than one month in advance.
- 3. The Lease shall be subject and subordinate to the lien of the Mortgage and to all the terms, conditions, and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, including any increases therein or supplements thereto.
  - 4. The foregoing provisions shall be self-operative.
- 5. This agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

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

[SIGNATURE PAGE FOLLOWS]

MORTGAGEE:	
COUNTY:	<b>COUNTY OF SONOMA</b> , a political subdivision of the State of California
	By: Caroline Judy, Director General Services Department

# TENANT ESTOPPEL CERTIFICATE

Date:	
	(the "Lessor")
	(the "Lender")
RE:	Lease dated,, as amended, (the "Lease") by and between, a ("Lessor"), and the
	COUNTY OF SONOMA, a political subdivision of the State of California ("Lessee"), with respect to certain premises (the "Leased Premises") located at, California (the "Property")
in fav Lende stater ackno made Giver Borro	indersigned hereby acknowledges that
1.	
2.	The Lease commenced,, and expires,, and has not been modified, altered or amended in any respect and contains the entire agreement between Lessor and Lessee, except as follows:
3.	Lessee has option(s) remaining to extend the term of the Lease for years.

- 4. As of the date hereof, the monthly rental under the Lease is \$\_\_\_\_\_\_. There is/is not any percentage rent or common area maintenance charges or operating pass-through charges due under the Lease.
- 5. No rent has been paid by Lessee in advance under the Lease. Lessee has no charge or claim of offset under said Lease or otherwise, against rents or other amounts due or to become due thereunder. No "discounts", "free rent" or "discounted rent" have been agreed to or are in effect.
- 6. No security deposit is due or was paid under the Lease.
- 7. Lessee has no claim against Lessor for any deposit or prepaid rent except as provided in <u>Paragraphs 5 and 6</u> above.
- 8. Lessor has satisfied all commitments, arrangements or understandings made to induce Lessee to enter into the Lease, and, to the best of Lessee's knowledge, Lessor is not in any respect in default in the performance of the terms and provisions of the Lease, nor is there now any fact or condition which, with notice or lapse of time or both, would become such a default.
- 9. Lessee is not in any respect in default under the terms and provisions of the Lease, nor is there now any fact or condition which, with notice or lapse of time or both, would become such a default, and Lessee has not assigned, transferred or hypothecated its interest under the Lease.
- 10. Except as expressly provided in the Lease or in any amendment or supplement to the Lease, Lessee: (i) does not have any option or preferential right to purchase all or any part of the Leased Premises or all or any part of the building or premises of which the Leased Premises are a part; and (ii) does not have right, title, or interest with respect to the Leased Premises other than as lessee under the Lease. There are no understandings, contracts, agreements, subleases, assignments, or commitments of any kind whatsoever with respect to the Lease or the Leased Premises except as expressly provided above, or in the Lease, or in any amendment or supplement to the Lease set forth in Paragraph 2 above, copies of which are attached hereto.
- 11. The Lease is in full force and effect and Lessee has no defenses, setoffs, or counterclaims against Lessor arising out of the Lease or in any way relating thereto or arising out of any other transactions between Lessee and Lessor.
- 12. The current address to which all notices to Lessee as required under the Lease should be sent is:

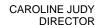
# **COUNTY OF SONOMA**

General Services Department Facilities Development & Management Attn: Real Estate Manager 2300 County Center Drive, Suite A220 Santa Rosa, California 95403

13. In the event of any conflict between this Certificate and the Lease, the Lease shall control.

"LESSEE:"	<b>COUNTY OF SONOMA</b> , a political subdivision of the State of California
	By: Marc McDonald, Real Estate Manager
	Date:

# END OF LEASE





ADMINISTRATIVE SERVICES . ENERGY & SUSTAINABILITY . FACILITIES DEVELOPMENT & MANAGEMENT . FLEET OPERATIONS . PURCHASING

VIA 1st Class Mail and E-mail

[date]

Cornerstone Properties SA, LLC Attn: Alon Adani, Member 5401 Old Redwood Highway, Suite 110 Petaluma, CA 94954

Re: Proposed Lease ("Lease") between Cornerstone Properties SA, LLC ("Landlord") and the County of Sonoma ("County") for the premises located at 5350 Old Redwood Highway, Suite 600, Petaluma, CA ("Premises")

Dear Mr. Adani,

In order to expedite construction for the Premises as defined by the above-referenced proposed Lease, County is willing to guarantee certain costs thereof in the event that the Lease is not executed by County, as outlined below, provided that Landlord diligently proceeds with design of the proposed Premises and applies for all applicable permits.

This guarantee is subject to the following conditions:

- (1) In the event the Lease is executed by County on or before June 13, 2017, then this guarantee shall be of no force or effect, and County shall not be required to reimburse Landlord for any costs.
- (2) In the event the Lease is not executed by County on or before June 13, 2017, then County shall reimburse Landlord for actual costs incurred in preparing architectural design development and construction drawings based on the preliminary space plan attached to the Lease; provided, however, that in no event shall County be required to reimburse Landlord in an amount greater than Thirty-Five Thousand and No/100 Dollars (\$35,000.00), nor shall County be required to reimburse Landlord for any costs incurred after June 13, 2017.
- (3) In the event the Lease is executed by County after June 13, 2017, then Landlord shall refund any monies received from County hereunder within thirty (30) days of the execution date of the Lease.
- (4) This guarantee shall only be binding on County in the event it is executed by the General Services Director, or her Deputy.

If you are in agreement with the terms of this guarantee, please have the appropriate person sign this letter where indicated below and return a copy of it to me.

Caroline Judy, Director General Services Department County of Sonoma

"Landlord":	Cornerstone Properties SA, LLC, a California limited liability company	
	By: Name: Title: Date:	
"County":	<b>County of Sonoma</b> , a political subdivision of the State California	e of
	By:  Caroline Judy, Director  General Services Department	
	Date:	

C: Michael Kennedy Marc McDonald Alma Roger Rod Stroud Doug Uyehara



# County of Sonoma Agenda Item Summary Report

#### Agenda Item Number: 5

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

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

To: **Board of Supervisors** 

**Vote Requirement: Board Agenda Date:** May 2, 2017 Majority

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

**Staff Name and Phone Number:** Supervisorial District(s):

Larissa Heeren (707) 565-6294

Title: Professional Services Agreement for Functional Family Therapy

#### **Recommended Actions:**

Authorize the Chief Probation Officer to execute a Professional Services Agreement with Petaluma People Services Center to provide Functional Family Therapy to delinquent youth and their families for a term of May 2, 2017 through June 30, 2020, in an amount of \$642,652 (\$202,943 annually), and to execute up to two one-year contract renewal options up to a maximum contract value of \$1,048,537.

#### **Executive Summary:**

The Probation Department requests Board approval to execute a Professional Services Agreement with Petaluma People Services Center to provide Functional Family Therapy to youth and families involved in the Juvenile Justice System. Functional Family Therapy is an evidence-based program shown to be effective in reducing recidivism by youth on probation and parole. The program is designed to improve family communication and supportiveness while decreasing intense negativity and dysfunctional patterns of behavior. Approximately 40 families per year are provided this service. Fiscal year 2016-2017 allocations are sufficient to cover the costs of the first two months of the contract. For fiscal year 2017-2018, \$225,000 from the Juvenile Justice Accountability Block Grant has been allocated for this agreement.

#### **Discussion:**

#### **Description of Services**

Research in community corrections shows that greatest results in reduction of recidivism can be achieved by providing high quality, therapeutic interventions that focus on criminogenic needs (those needs shown to be linked to commission of crimes) to higher risk offenders. Functional Family Therapy is an evidence-based program shown to be effective in reducing recidivism by youth on probation and parole. The program is designed to improve family communication and supportiveness while decreasing intense negativity and dysfunctional patterns of behavior. Youth at many different points in the juvenile justice system may receive this service.

#### **Request for Proposals**

In 2012 Probation conducted a Request for Proposals process for Functional Family Therapy services. Two organizations were successful in the process, Petaluma People Services Center and Social Advocates for Youth. Neither organization was certified in the model, nor were any of the competing organizations. Probation contracted with Petaluma People Services Center and Social Advocates for Youth for family therapy, and the agreements included language that the two organizations would actively pursue certification in the Functional Family Therapy model during the contract year. The certification requires a 3 year commitment, which both organizations have made.

The Board approved new contracts for Functional Family Therapy services in June 2015 with terms extending through June 2018. The competitive bidding process was waived at that time since there were no other organizations in the County certified in the model. Probation has verified with the California Institute for Behavioral Health Services that there are still no other agencies in the County certified in the model and a new single/sole source waiver of the competitive bidding process is on file with the clerk of the board.

#### **New Agreement/Modification to Program**

Probation now intends to execute a contract with Petaluma People Services Center (Social Advocates for Youth as subcontractor) for Functional Family Therapy services that would replace the existing agreements and extend through June 30, 2020 with two optional, one-year extensions to June 30 of 2022. Since the last board action, the two contracting organizations approached Probation with a proposal to combine their two clinical teams and modify the budget to be more in line with the true cost of delivering Functional Family Therapy.

Currently the program can serve a total of 80 families per year. However Probation has historically only referred approximately 40 families per year to these services. Additionally, Functional Family Therapy is an evidence-based practice that is costly to run in terms of staff time and training and certification costs. Fees for this program have not been renegotiated since before the certification process began and the contractors have found the new program significantly more expensive to run than the previous family therapy curriculum. They shared concerns that they would not be able to continue the program due to lack of funding and staff turnover. The new agreement will conserve investments made by the County and contractors in program certification and staff training while creating a more properly sized clinical team to meet Probation client needs.

#### **Outcomes**

Short term outcomes are reported to Probation annually for this program. Some of the outcomes reported for Functional Family Therapy during fiscal year 2015-2016 are as follows:

- 56% of youth and 60% of parents agreed that the youth's delinquent behavior decreased, meaning youth were being more honest, following rules and laws, and not cutting classes.
- 67% of youth reported an overall improvement in mental health symptoms. 63% of parents reported they had seen an overall improvement in mental health symptoms in their teens.
- 50% of youth who indicated usage, reported reduced substance use.
- 88% of youth and 100% of parents reported an overall improvement in family functioning.
- 88% of youth and parents agreed there was improvement in the parent's ability to supervise the youth
- 88% of youth and 96% of parents reported that their family conflict decreased.

#### **Prior Board Actions:**

**Annually beginning 04/10/07** the Board has authorized agreements for Juvenile Crime Prevention Services Programs, including the most recent agreement for Functional Family Therapy, authorized on June 16, 2015.

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

Functional Family Therapy is an evidence-based intervention shown to be effective in reducing recidivism by youth on probation and parole. The program is designed to improve family communication and supportiveness while decreasing intense negativity and dysfunctional patterns of behavior.

#### **Fiscal Summary**

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected			
Budgeted Expenses	\$90,000	\$202,943	\$202,943			
Additional Appropriation Requested						
Total Expenditures	\$90,000	\$202,943	\$202,943			
Funding Sources						
General Fund/WA GF						
State/Federal	\$90,000	\$225,000	\$202,943			
Fees/Other						
Use of Fund Balance						
Contingencies						
Total Sources	\$90,000	\$225,000	\$202,943			

#### **Narrative Explanation of Fiscal Impacts:**

The total annual contract amount for this agreement is \$202,943. \$225,000 of State/Federal funding from the Juvenile Justice Accountability Block Grant has been appropriated in the proposed budget for fiscal year 2017-2018. Fiscal year 2016-2017 allocations are sufficient to cover the costs of the first two months of the contract period.

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

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

None

Attachments:
Professional Services Agreement with Petaluma People Service Center
Related Items "On File" with the Clerk of the Board:
Single/Sole Source Waiver for Functional Family Therapy

# Standard Professional Services Agreement ("PSA") Revision H – March 2017

### AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of May 2, 2017 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Petaluma People Services Center, a California non-profit corporation (hereinafter "Consultant").

#### RECITALS

WHEREAS, Consultant represents that it is a duly qualified California nonprofit corporation, experienced in providing intervention and prevention services for juvenile offenders; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for the provision of delivering Functional Family Therapy (FFT) for Sonoma County juvenile offenders and their families.

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

# <u>AGREEMENT</u>

# 1. Scope of Services.

- 1.1 Consultant's Specified Services. Consultant shall perform the following services within the times or by the dates provided herein. Upon request of County and at the direction of the Sonoma County Probation Department, Consultant shall provide services for the benefit of Sonoma County juveniles pursuant to the "Juvenile Probation Program." The specific services Consultant shall provide under this Agreement are detailed in the Scope of Services which is attached to this Agreement as Exhibit "A" and incorporated herein. Should there be any conflict between this Agreement and the documents attached as Exhibit "A", the terms of this Agreement shall prevail. The County does not guarantee any minimum or maximum amount of work under this Agreement.
- 1.2 <u>Cooperation With County</u>. Consultant shall cooperate with County and County staff in the performance of all work hereunder.
- 1.3 <u>Performance Standard</u>. 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 including internal quality assurance processes appropriate to ensure the service is delivered as designed, 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 <u>Assigned Personnel</u>. Consultant, and all of its subcontractors who provide services under this Agreement, shall comply with the following requirements regarding 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 immediately upon receiving written notice from County.
  - b. All direct service personnel must pass a background examination and be fingerprinted before performing any services under this Agreement. Consultant's employees shall follow the fingerprinting procedure set forth in "Exhibit D", incorporated herein by this reference. Fingerprint reports shall be forwarded to the County's Chief Probation Officer for review. County's Chief Probation Officer shall have the discretion to approve Consultant's employees for working with the Youth served under this Agreement.
  - c. All persons assigned to perform services under this Agreement on behalf of the Consultant are subject to background investigations performed by or under the direction of the Probation Department.
  - d. All persons assigned to perform services under this Agreement on behalf of the Consultant must comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA) and Probation Department policies regarding PREA.
  - e. All licensed therapists assigned to perform services under this Agreement on behalf of Consultant shall submit copies of valid licensure from the State of California.

- f. All persons assigned to perform services under this Agreement on behalf of Consultant shall submit certification of appropriate training to deliver proprietary programming.
- g. Consultant shall notify the County in writing within 30 days of any change in personnel holding the positions of Executive Director or Financial Director within its organization. Consultant is responsible for arranging for training, as prescribed by the Auditor's Office, for the new Executive Director or Financial Director within 60 days of their assuming their new positions. Consultant's failure to comply with the provisions of this Section shall be deemed a material breach of this Agreement and may result in a loss of funding and/or contract termination.
- h. In the event that any 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.
- 1.5 <u>Program Referrals</u>. The only individuals who may participate in the Consultant's programs under this Agreement are those who have been referred to the program by the County or who are eligible for the program based on criteria approved by the County. All referrals must be submitted on approved County forms. For all program services, Probation will contact minor and family participants to notify them of referral to services. Consultant shall contact family of referred minor and report the status of contacts within ten (10) business days of Probation's referral form. Participation of any individual not referred by the County or through the procedures established herein shall result in the disallowance of the Consultant's costs associated with the participation of that individual in Consultant's program.

## 2. Payment.

- 2.1 <u>Payment</u>. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in <u>Exhibit B</u>, provided, however, that total payments to Consultant shall not exceed \$202,943 per year covered under the term of this agreement, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved materially the same as exhibit B1. 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.
- 2.2 <u>Monthly Billing Statements</u>. The Consultant will submit Monthly Invoices within 10 business days after the end of the month in which the services were rendered. Each invoice shall be supported by Monthly Logs and Timesheets, in the formats attached hereto as Exhibit "E" as follows: (a) Client Sign-In Sheet; (b) Group Sign-In Sheet; (c) Client Tracking Sheet; and (d) Extension/ Suspension of Services Form.

County shall provide descriptions or samples of the identified reports upon Consultant's request.

2.3 <u>Funding and Program Changes</u>. The County reserves the right to modify levels of funding for programs and renegotiate program budgets, if needed, due to increases or decreases in funding from the State. The County also reserves the right to request changes in program design to accommodate a change in circumstances or a change in State requirements. The County Chief Probation Officer has authority to request and approve program design changes that do not significantly alter this Agreement.

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 <a href="Article 12">Article 12</a>. 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. <u>Term of Agreement</u>. The term of this Agreement shall be from May 2, 2017 to June 30, 2020 unless terminated earlier in accordance with the provisions of Article 4 below. County has the option to extend the term of this agreement two (2) times for a period of two (2) years per extension on the same terms and conditions as set forth herein. Consultant's obligations set forth in Sections 1.2, 5, 8, 9, and 15 shall survive after such termination.

#### 4. Termination.

4.1 <u>Termination Without Cause</u>. 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 <u>Termination for Cause</u>. 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, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 4.3 <u>Delivery of Work Product and Final Payment Upon Termination</u>. 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 <u>Authority to Terminate</u>. 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. <u>Indemnification</u>. 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. <u>Insurance</u>. 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 G, 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 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 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. <u>Confidentiality Requirements</u>. Consultant and its directors, officers, employees, agents, and subcontractors shall comply with the provisions of Section 10850 of the Welfare and Institutions Code to ensure that:
  - 9.1 All applications and records concerning any individual or client made or kept in connection with the administration of any provision of the services provided by this Agreement shall be CONFIDENTIAL, and shall not be open to examination for any purpose not directly connected with the administration of the services provided herein.

- 9.2 No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential information pertaining to an applicant or recipient of services provided under this Agreement.
- 9.3 Consultant agrees to inform all of its directors, officers, employees, agents, and subcontractors of the provisions of Welfare and Institutions Code section 10850, and that any person knowingly and intentionally violating the provisions of this paragraph is guilty of a misdemeanor.
- 9.4 With respect to any media coverage, Consultant and its directors, officers, employees, agents and subcontractors shall comply with all confidentiality requirements as set forth above.

## 10. General Administration Requirements.

- 10.1 <u>Client Entry and Exit Forms</u>. Consultant shall complete Entry and Exit forms, to be provided by the County. Consultant shall provide the completed form to the County within five (5) days of the date the entry or exit occurred. County shall provide descriptions or samples of the identified reports upon Consultant's request.
- 10.2 <u>Client Tracking Forms</u>. Consultant shall complete a Client Tracking Form to be provided by the County. Consultant shall provide the completed form to the County on a semi-monthly schedule, on the tenth (10<sup>th</sup>) business day of every month, and on the last business day of every month. County shall provide descriptions or samples of the identified report upon Consultant's request.
- 10.3 <u>Reporting Requirements</u>. Consultant must comply with all data and information requests as required by California Government Code 30061 and Sonoma County Probation. Information provided in response to such requests must be accurate, complete, and provided on Sonoma County-approved formats only. Failure to report on approved program forms or complete all required fields of requested information shall result in the disallowance of the Consultant's costs associated with the participation of the particular Youth in Consultant's program. In addition, Consultant shall comply with the following:
  - 10.3.1 Consultant shall provide separate reports (data and outcome measures) for each program as described in Exhibit C.
  - 10.3.2 Consultant shall complete and file quarterly with County a Personnel and Collaborative Report, on the form provided by Sonoma County Probation.
- 10.4 <u>Fiscal Management</u>. Consultant shall maintain a financial management system to ensure control over the use of funds received by the Consultant in accordance with generally accepted accounting principles and cost allocations and 2 CFR 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (The Super Circular).

- 10.4 <u>Audit Requirement</u>. Consultant shall conduct an annual audit with respect to all grant funds received under this Agreement in conformity with the Single Audit Act Amendments of 1996, and in accordance with 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (The Super Circular), as appropriate. Consultant shall provide the results of such annual audits to County.
- 10.5 <u>Records Maintenance</u>. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement. Consultant shall maintain such records for a period of five (5) years following completion of work hereunder. If, at the end of the 5 years, there is ongoing litigation or an outstanding audit involving those records, the Consultant shall retain the records until resolution of the litigation or audit. Such records shall include:
  - a. Referral and enrollment information;
  - b. Notices of termination, and successful and unsuccessful completion;
  - c. Attendance records and time sheets for Youth;
  - d. All files referring to Youth, including personnel files;
  - e. All time sheets and documentation to support salary and benefit cost expenditures and service and supply expenditures; and
  - f. Any other documentation requested by the County that relates, directly or indirectly, to the services provided hereunder.
- 10.6 <u>Records Disclosure</u>. Consultant shall, during normal business hours and as often as any agent of the County, state or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement, including records to verify the consistent application of quality assurance processes as described in Exhibit "C". Consultant acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of the Consultant associated with this Agreement.
- 10.7 <u>Program Income Reporting.</u> In the event that any activities conducted pursuant to the terms of this Agreement generate income to Consultant, Consultant shall report that income to the County for directions as to its disposition in accordance with instructions received by the County from the State of California. Consultant agrees to comply with any instructions it receives from County in this regard. In the event Consultant receives any compensatory credits and refunds, for which County

has previously reimbursed Consultant, then Consultant shall remit such compensatory credits and refunds to the County.

# 11. Representations of Consultant.

- 11.1 <u>Standard of Care</u>. 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.
- 11.2 <u>Status of Consultant</u>. 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 <u>Article 4</u>, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 11.3 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
- 11.4 <u>Taxes</u>. 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.
- 11.6 <u>Conflict of Interest</u>. 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.

- 11.7 <u>Statutory Compliance/Living Wage Ordinance</u>. 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.
- 11.8 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.
- 11.9 <u>AIDS Discrimination</u>. 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.
- 11.10 <u>Assignment of Rights</u>. 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.

- 11.11 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.
- 11.12 <u>Authority</u>. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.
- 12. <u>Demand for Assurance</u>. 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 <u>Article 4</u>.
- 13. <u>Assignment and Delegation</u>. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 14. 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:

Attention: Probation Administration Sonoma County Probation Department 600 Administration Drive, #104J Santa Rosa, CA 94503 TO: CONSULTANT: Elece Hempel, Executive Director

Petaluma People Services Center 1500 Petaluma Blvd. South

Petaluma, CA 94952 Phone: (707) 765-8488

Elece@petalumapeople.org

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

# 15. Miscellaneous Provisions.

- 15.1 <u>No Waiver of Breach</u>. 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.
- 15.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. 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.
- 15.3 <u>Consent</u>. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 15.4 <u>No Third Party Beneficiaries</u>. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

- 15.5 <u>Applicable Law and Forum</u>. 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.
- 15.6 <u>Captions</u>. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 15.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 15.8. <u>Survival of Terms</u>. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 15.9 <u>Time of Essence</u>. 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:	COUNTY: COUNTY OF SONOMA		
	CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:		
By:	SUBSTAINCE FOR COUNTT:		
Name:	R <sub>ve</sub>		
Title:	By: Chief Probation Officer		
Date:	Date:		
	APPROVED AS TO FORM FOR COUNTY:		
	By: County Counsel		
	Date:		

# EXHIBIT A SCOPE OF WORK

#### **Functional Family Therapy**

### **Program Description:**

Since 1971, the efficacy and effectiveness of FFT has been established in numerous research studies. The original studies were conducted by Alexander and colleagues at the University of Utah. Over time, independent replications and extensions of findings have been completed by other research teams. The positive effects of FFT have been observed for adolescent substance use and delinquency, and family functioning.

FFT is a short-term, high quality intervention program with an average of 12-14 sessions over a three to five and a half month period. Services are conducted in both clinic and home settings, and can also be provided in a variety of settings including schools, child welfare facilities, probation and parole offices/aftercare systems, and mental health facilities.

FFT is a strength-based model. At its core is a focus and assessment of those risk and protective factors that impact the adolescent and his or her environment, with specific attention paid both intrafamilial and extrafamilial factors, and how they present within and influence the therapeutic process.

The intervention program itself consists of five major components in addition to pretreatment activities: Engagement in change; Motivation to change; Relational/Interpersonal Assessment and planning for Behavior change; Behavior Change; and Generalization across behavioral domains and multiple systems.

#### **Statement of Requirements:**

Consultant shall meet the following requirements laid out in the request for proposals for this service:

## **Program Delivery Expectations:**

CONSULTANT will deliver FFT to youthful offenders. This will include comprehensive pre-engagement services and 12 to 16 sessions for each engaged family as part of this Agreement. Each session shall be between 60 and 90 minutes in length. If it is determined that a family needs more than 24 hours of FFT, CONSULTANT shall complete the Extension/Suspension of Services Form, to be provided by the County, and submit it to the Probation Department.

All services will be delivered by culturally competent and trained professionals and paraprofessionals, all supervised by a clinically-licensed professional. Services will be available to both English and Spanish speaking families.

CONSULTANT will continue the official FFT certification process during this agreement.

## **Referral assignment and communications:**

#### Referral to services

- Probation will provide the Consultant's designated coordinator(s) via email with the Referral form and PACT
- Consultant shall assign the referral to the appropriate clinician
- The clinician shall contact family of referred minor and report the status of contacts to Probation within ten (10) business days of the date of Probation's referral.

#### Start of Services

- Consultant will email Probation to advise that the first session is scheduled. At that time, Probation provide any pertinent information regarding the current disposition of the client's case.
- Consultant shall provide the completed Entry form to the County within <u>five (5)</u> business days of the date services begin.

# Completion of Services

- As the client nears completion of the program, Consultant or designated coordinator will request an Exit form from Probation.
- Consultant shall provide the completed exit form to the County within <u>five (5)</u> days of the last session. The Exit form includes the Consultant's evaluation information regarding the success of the client in the program and any further referral the Consultant believes would be beneficial.

#### Missed sessions

• Consultant shall notify Probation <u>the business day following</u> a missed, regularly scheduled appointment/class/meeting.

#### Client Tracking Forms.

• Consultant shall complete a Client Tracking Form on a semi-monthly schedule, on the tenth (10<sup>th</sup>) business day of every month, and on the last business day of every month.

#### **Location and Schedule of Services:**

Services shall be delivered in clients' homes and at the following locations as well as others agreed upon by the County and Consultant. CONSULTANT's service area for this agreement is county wide.

Juvenile Justice Center 7425 Rancho Los Guilicos Road Santa Rosa, CA 95409 Social Advocates for Youth 2447 Summerfield Rd. Santa Rosa, CA

West County Community Services 16390 Main Street Guerneville, CA 95446 Petaluma People Services Center 1500 Petaluma Blvd. South Petaluma, CA

Probation Camp 7400 Steve Olsen Lane

#### Forestville, CA 95436

Meetings shall be scheduled during hours and at locations that are convenient to referred youth and families. FFT services will be accessible to the referred juveniles and their families either through in-home family treatment or through service delivery conducted at safe, local sites in the Sonoma County neighborhoods of the referred families. CONSULTANT staff will work with Probation and the families to determine the best suitable treatment locations and times based on family needs. Evening and weekend hours will be available.

POs may assess the need for in home services and indicate on the referral from one of three options:

- --in home services needed (the family will not be able to participate if they must travel)
- --in home services preferred
- --no preference indicated

Youth transitions from Juvenile Hall or Probation Camp into the community may begin services while still in custody if it is three weeks or less prior to their release.

## **Enrollment and Program Completion:**

Program participants are expected to fully attend and participate in family sessions. Successful program completion requires all three phases of FFT be completed, and this can be accomplished in as few as eight sessions. Youth who do not complete the required attendance for the program should be exited "unsuccessfully."

# EXHIBIT B BUDGET

**Annual budget for Approximately 40 Families** 

Item No.	Line Item Description	Amount			
1	Staff Salaries	\$124,072.00			
2	Staff Benefits	\$18,649.62			
3	Rental / Lease of Facility	\$2,940.00			
4	Utilities / Building Maintenance	\$4,169.00			
5	Telephone / Communications	\$1,968.00			
6	Insurance Expense	\$1,586.00			
7	Office Supplies / Expenses	\$1,500.00			
8	Books / Educational Materials	\$500.00			
9	Staff Mileage / Travel	\$2,683.00			
10	Staff Training / Conferences	\$13,200.00			
11	Program Fees - FFT	\$8,000.00			
13	Indirect Costs	\$23,675.00			
	PROGRAM BUDGET TOTAL:				

Serves approximately 40 families per year.

# Social Advocates for Youth

2447 Summerfield Road Santa Rosa, CA 95405

(707)544-3299

042\*

So Co HSD - CAPS

Attn: CAPS Program Coordinator

1202 Apollo Way Santa Rosa, CA 95407 INVOICE

DATE

1/31/2017

NUMBER

1919

TOTAL

8,319.19

Payment Due:

3/02/2017

Item	Description	Quantity	Unit Price	U/M	Amount
1	January 2017 CAPS billing	1.00	8,319.19	None	8,319.19
				,	
				:	
					,

# COMMUNITY AGENCY REPORT OF CASH DISBURSEMENTS

Today's Date: 1/31/2017 Name of Agency: S.A.Y. Program Name: Family Preservation Report for the Month Ending: 01-2017 **CJSSP Contract Community Services Contract ODAS** XX (1) (4) (5)Cumulative Expenditures Cumulative Unexpended Expenses Contract To Beginning Actual Expenditure Budget of Reporting Expenditures To Date Balance Description Appropriations Period This Month (Column 2+3) (Column 1-4) **PERSONNEL** 12,901.47 58,279 39,836.15 5,541.38 45,377.53 **BENEFITS** 12,297 7,787.03 1,241.06 9,028.09 3,268.91 **MILEAGE** 300 154.46 3.24 157.70 142.30 **OFFICE SUPPLIES** 400 59.01 27.22 86.23 313.77 **RENT & OTHER EXP** 11,599 682.25 5,802.63 5,796.37 5,120.38 INDIRECT COSTS (12%) | 9,945 6,247.93 824.04 7,071.97 2,873.03 TOTAL 92,820 59,204.96 67,524.15 25,295.85 8,319.19 CASH BALANCE Cash Advances to Date Total Expenses Billed Through 1/31/17 59,204.96 Cumulative Expenses to Date (Column 4) 67,524.15 Cash on Hand 10 Day Cash Reserve Amount of this Claim 8.319.19 I certify that the above amounts were obtained from the accounting records of this organization and that all expenditures reported are supported by proper accounting

Title:

BY:

Accounting Manager

Phone # Email

documentation.

707-800-3969 sherie.hill@saysc.org

# 042 PSSF-FAMILY PRESERVATION - c/r

		Current Month	Y-T-D Actual	Annual Budget	Budget Remaining	Balance as % of Budget
Income 4220	Grants: County	0.00	58,904.96	92,820.00	33,915.04	(0.37)
Tota Expense	l Income	0.00	58,904.96	92,820.00	33,915.04	(0.37)
P	ersonnel Costs Salaries & Wages					
	5103 CHIEF OPERATING OFFICE	R 69.67	664.86	1,050.00	385.14	0.37
	5110 SUPPORT SERVICES I	1,145.08	7,536.74	5,086.00	(2,450.74)	(0.48)
	5118 COORDINATORS	0.00	0.00	9,048.00	9,048.00	1.00
	5120 PROGRAM MANAGERS	1,109.98	7,886.85	0.00	(7,886.85)	0.00
	5129 PROGRAM DIRECTOR	266.66	1,799.98	3,200.00	1,400.02	0.44
	5137 CLINICAL SUPERVISOR	1,084.81	9,219.56	9,314.00	94.44	0.01
	5138 COUNSELORS	1,465.18	16,024.09	16,962.00	937.91	0.06
	5150 INTAKE COORDINATOR	284.50	1,419.25	3,798.00	2,378.75	0.63
	5151 TRAINING STAFF	115.50	526.20	5,990.00	5,463.80	0.91
	Total Salaries & Wages	5,541.38	45,077.53	54,448.00	9,370.47	0.17
	Payroll Taxes and Benefits	1,241.06	9,028.09	11,101.00	2,072.91	0.19
O . C	Total Personnel Costs	6,782.44	54,105.62	65,549.00	11,443.38	0.17
	Total Personnel Costs	0,702.44	54, 105.02	03,349.00	11,443.30	0.17
	Fixed Expense					
641.72 +	6015 DEPREC - REPLACEABLE	89.60	781.85	1,436.00	654.15	0.46
men w	CAPITAL ASSETS					
	6020 UTILITIES	317.51	1,506.15	1,430.00	(76.15)	(0.05)
33.35 +	6030 MAINTENANCE & REPAIRS	78.04	730.71	659.00	(71.71)	(0.11)
n. w War	6031 CAM, DC	38.17	816.09	1,574.00	757.91	0.48
Pent's Other	6112 IT-TELECOM (Location	20.30	175.94	344.00	168.06	0.49
682 • 25 *	based)					
- 4	6113 IT-TELECOM (SAY-wide)	47.47	368.07	425.00	56.93	0.13
العالم	6115 INSURANCE	50.63	404.59	554.00	149.41	0.27
okia Supplied	Total Fixed Expense	641.72	4,783.40	6,422.00	1,638.60	0.26
the	Program Costs					
0, 9.41 +	5330 MILEAGE	3.24	157.70	200.00	42.30	0.21
> -+ ; .	5335 Phone Reimbursement	0.00	0.00	240.00	240.00	1.00
15.83 +	5340 CONF, TRAV, & TRAINING	7.18	1,034.74	200.00	(834.74)	(4.17)
1.98 +	6125 DUES & FEES	0.00	0.00	20.00	20.00	1.00
1-90 +	6135 OFFICE SUPPLIES	9.41	103.05	100.00	(3.05)	(0.03)
	6150 PRINTING-DUPLICATING	15.83	167.41	200.00	32.59	0.16
27.22 *	6155 POSTAGE	1.98	4.45	50.00	45.55	0.91
5	7554 Added by import	33.35	60.17	0.00	(60.17)	0.00
	Total Program	70.99	1,527.52	1,010.00	(517.52)	(0.51)
0 • 0						,
	Total Operating Costs	712.71	6,310.92	7,432.00	1,121.08	0.15
To	tal Direct Expense	7,495.15	60,416.54	72,981.00	12,564.46	0.17
5090	INDIRECT EXPENSE	876.93	7,044.36	8,054.00	1,009.64	0.13
Total	Expense	8,372.08	67,460.90	81,035.00	13,574.10	0.17
Revenue	e Over (Under) Expense	(8,372.08)	(8,555.94)	11,785.00	20,340.94	(1.73)

7.495.15 x 10thet 12. %

# EXHIBIT C QUALITY ASSURANCE AND OUTCOMES

Consultant will use the following to monitor quality of program delivery and program outcomes. Information will be shared with Probation at quality assurance visits and in at least one written outcomes report per year.

**Quality Assurance** – The following activities will be conducted by the Consultant for quality assurance purposes:

Quality Assurance Activity	Frequency	Responsible Person	Documentation	Quality Improvement Response
Maintain team of 3- 6 staff	Ongoing	Kira Kayler	Staff roster	Arrange trainings for selected staff
Individual consultation with FFT consultant	Monthly	Kira Kayler Lori Ford (CIBHS)	Notes from calls	Consultant reviews CSS system, monitors fidelity via reports, case notes, etc. Feedback is provided in the moment or via phone calls/emails inbetween consultation calls
Case consultation (monitor content and skills)	2 hour(s) per week	Kira Kayler and trained staff	Supervision summary report from CSS	FFT data system is reviewed prior to group supervision for fidelity, adherence to the model, timeliness of notes, sessions, and assessments. Feedback is provided in the moment. Any items needing additional consultation on are handled by Kira and the FFT consultant; feedback is then given directly to clinician after discussion.
Annual CIBHS Conference on Evidence Based Practices	Annually, 2 days	Kira Kayler	Documentation of registration	NA
Quarterly Webinars, other optional training	Optional	All trained staff	Notes, including date and short summary of content	Increased knowledge measured through consultation/case feedback
Consultation for Spanish speaking clinicians	Optional-1 hour monthly recommended	Spanish speaking clinicians	Notes, including date and short summary of content	Increased knowledge measured through consultation/case feedback

**Outcome Measures -** The following outcomes will be measured by Consultant using the COM-A and COM-P:

Advancement in the following outcome areas:

- Family Change
- Communication Skills
- Adolescent behavior (parental view and adolescent view)
- Parenting skills
- Parenting Supervision (parental efficacy and adolescent view of ability to supervise)
- Family Conflict

Tools used (outcomes will be reported using the last two):

- Youth Outcome Questionnaire (YOQ)
- Youth Outcome Questionnaire-Self-Report (YOQ-SR)
- Outcome Questionnaire (OQ)
- Family Self-Report (FSR)
- Therapist Self-Report (TSR)
- Client Outcome Measure-Adolescent (COM-A)
- Client Outcome Measure-Parent (COM-P)

#### **EXHIBIT D**

#### **Juvenile Probation Fingerprinting Procedure for Community Based Organizations**

Any individual who may provide services, under this Agreement, or who otherwise has one-on-one contact with juveniles that County has referred to Consultant, must be fingerprinted as required by the County Probation Department guidelines. Accordingly, each individual must follow the procedures below:

- 1. Community Based Organization (CBO) contact will submit Direct Service Staff Roster to Probation contact, prior to contacting Probation HR Administrative Aide. This roster is the tool to communicate additions and deletions of CBO staff.
- 2. Prior to having livescan fingerprints taken, the individual will complete the "Agreement to Background Check" form (on the following page) and submit it to the Probation Administrative Aide or HR Liaison. Forms may be faxed to 565-2503.
- 3. CBO staff-member will contact the Probation HR, at 565-2798 or 565-4591 to begin the fingerprinting process and to receive instructions on scheduling the fingerprinting appointment.
- 4. CBO Staff-member will return the fingerprint form to the Probation Department following the appointment.
- 5. When background results have been determined, Probation HR Liaison will notify Probation contact. The Probation contact will notify CBO contact of background results.

# Agreement to Background Check

I,	, understand that I have a rig	ht to privacy guaranteed by the
		and that in order for me to be
considered for assignment	to work with/provide services t	o clients of the Sonoma County
Probation Department (Pr	obation), it is necessary that a b	background check be run on me
by Probation. I hereby con	nsent and permit Probation to co	nduct such a background check
on me. In addition, I herel	by release and discharge Probati	on from and against any and all
claims, liability, or damag	es that may result therefrom.	
into contact with confider	ntial and privileged documents.	Probation clients, I may come I further understand that in the fidential conversations. I agree
that I will keep these con-	versations and documents priva	te and confidential and will not
disclose them to any perso	on or entity unless required to do	so by law.
		_
Applicant Signature:		Date:
Witness Cionetana		Data
witness Signature:		Date:
( <b>TT</b> )	1 1 1 0 41 0	

(Witness Signature must be completed before this form is sent to Probation HR)



# **EXHIBIT E**Client Sign-In Sheet/Group Sign-In Sheet,

**Individual or Family Services** 

Instructions: This sheet must be completed in its entirety and the original submitted with Monthly Invoice for payment. Incomplete entries will not be paid.

Client Sign-In Sheet		
CBO PROGRAM		
Billing Month and Year		

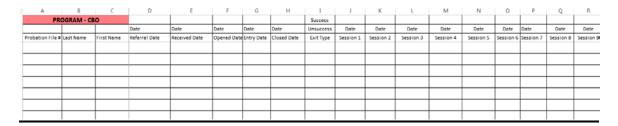
Date	Time In	Time Out	Client Name	Client Signature	Staff Name	Staff Signature

# **Group or Group Parenting Services**

Instructions: This sheet must be completed in its entirety and the original submitted with Monthly Invoice for payment. Incomplete entries will not be paid.

Group Sign-in Sne	ei				
CBO PROGRAM					
Billing Month and Y	Year				
Date of Group	Start Time	End Time		Hours	
				1	
Participants					
Name (print)			Signature		
1.					
2.					
3. 4. 5.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
					,
Staff					
Name (print)			Signature		
* /					
			I		

# **Client Tracking Sheet**



# **Extension/ Suspension of Services Form**

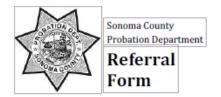
# Extension / Suspension of Services Form

This form must be submitted with each incidence of an Extension of services or a Suspension of services provided to youth under the existing contract.

PFN: Name:
Request Date:
Additional Staff Hours Required if applicable:
Service Provider:
Program Name:
Signature of Probation Officer:
☐ Extension of Services Requested ☐ Suspension of Services Requested
Dates Affected by this Request:
Explanation of Request:
In this section provide the reason for the request.  Examples:  • For an extension of services, is the client in need of extra weeks of services beyond the normal program scope due to a pending event that the service provider can assist with?  • For suspension of services, is the client incarcerated, or otherwise unable to participate in the program for a time, but will be rejoining the program once the issue has been resolved?  Provide specific information.

If approved, Signature of Authorized Probation Administration personnel

# **REFERRAL FORM**



7425 Rancho Los Guilicos Road Juvenile Division: Department B Santa Rosa, CA 95409 MAIN 707-565-6221 FAX 707-565-8639

Dan marris (CDC)				D.f.	mal Data	0/4/2045	10:27:32
Program/CBO				Refe	rral Date	- AM	10.27.32
Referred B	y Probation Offi	cer					
Probation	, robation on			Case	load	5	4
Öfficer				Num	ber		-
Phone							
Minor's Name				PFN		K#	
Address	_		•				
Phone/Type		Phone/Typ	e	Dhou	ne/Type		
Sex	Race		DOB	Piloi	Age		
School	Nace		БОВ	Grad	le Level		
3011001				Orac	IC ECVCI		
					_		
Parent Parent				Phor			
Parent				FIIO	ie		
Sustained							
Offenses	BP 25608(a) AL	COHOL ON SCH	HOOL PROPERTY				
Probation Notes	RISK LEVEL - H	IIGH					
ENTRY INFORMATION	IS DUE TO PROBAT	ION DEPARTMENT	WITHIN 14 DAYS OF DA	TE BELOW.			
Processed By	kdiehl	Phone Nun	nber 707-565-866	7 Date		8/4/2015	
The following section			ct "Entered", "Juvenile	Refused", or "C	BO Declined	; and date of	action.
Entered	Entry/Ref	ısal Date	If CBO Declined:				
Juvenile Refus	sed		Assessment Begin Date:				
CBO Declined Assessment End Date:							
Print Name	Name of person	completing the for	m	Phone			
Signature	Signature of per	son completing th	e form	Date		Date the form ompleted.	is

# **EXIT FORM**



7425 Rancho Los Guilicos Road Juvenile Division: Department B Santa Rosa, CA 95409 MAIN 707-565-6221 FAX 707-565-6329

Program/CBO						
Referral Date				Entry Date		
Minor's Information	n					
Name						
PFN		K#		DOB		
Age at Entry		Sex		Race		
Probation						
Probation Comple Since Entry	eted					
Sustained Offenses since Entry						
Number of Arrest since Entry	(s)	Number of Viola of Probation since Entry			Number of Detention(s) since Entry	
Processed By		Phone Number		Date		
Exit Date * Result		Enter the date the clier	nt has complete Successful or V			
Outcomes Narrat	tive	Enter any description o	f the client's p	articipation level, att	itude, etc.	
* EXIT FORM IS DUE T	O PROBATIO	ON DEPARTMENT WITHIN 14 DA	YS OF PROGRAM	EXIT DATE.		
EATT ON IN 10 DOE	Name of person completing form					
Print Name	Name of	f person completing form	Phone			

#### **EXHIBIT G**

## County of Sonoma Contract Insurance Requirements – Template #5

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 Probation Department JJCPA.
- **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

Juvenile Probation - Department B

7425 Los Guilicos Road

Santa Rosa, CA 95409

Larissa.Heeren@sonoma-county.org

- **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.)

**To:** Board of Supervisors

**Board Agenda Date:** May 2, 2017 **Vote Requirement:** Majority

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

Staff Name and Phone Number: Supervisorial District(s):

Bethany Facendini (707) 565-6614

**Title:** Youth Exploring Sonoma Coast – Coastal Conservancy Grant

#### **Recommended Actions:**

Adopt a resolution accepting a \$44,000 grant from the State Coastal Conservancy, for the Youth Exploring Sonoma Coast program to develop and implement youth programs in parks to increase access to the Sonoma Coast, and authorizing the Regional Parks Director to execute and administer the grant agreement.

# **Executive Summary:**

Regional Parks has been awarded \$44,000 by the State Coastal Conservancy to develop and implement youth programs in parks to increase access to the Sonoma Coast. This is a year-long project that will connect 250 underserved young people to the outdoors through culturally relevant recreation, education, and career exploration activities and events. The State Coastal Conservancy requires a resolution of the Board of Supervisors in order for Regional Parks to accept the grant funds. Accepting grant funds will allow Regional Parks to begin the planning process and implement the project beginning in late spring.

#### **Discussion:**

Youth Exploring Sonoma Coast will connect youth to the entire Sonoma coastline, from Pinnacle Gulch to Gualala Point, by providing a series of outings that interweave local history, diverse ecosystems, and culture. Youth will capture their experiences and share their stories through a PhotoVoice project integrating educational, recreational, stewardship, and career exploration activities. The year-long series will include: 5 one-day trips, a summer and spring 3-day camping experiences, and a culminating special event celebration. This program will infuse maritime culture and economy past and present, Kashia traditional practices on the coast, the history of Fort Ross, and the young people's personal connections with the ocean.

Youth who otherwise would not be able to participate in outdoor programs in their parks due to actual and perceived barriers will connect with nature, build community, develop leadership skills and understand their role as environmental and cultural stewards. This will be accomplished through

innovative partnerships with other environmental and social services organizations like VOICES, California State Parks, Santa Rosa Violence Prevention Partnership, and National Oceanic & Atmospheric Administration. This grant funding is specifically for Santa Rosa teens, in Sonoma County's most populated urban center, to access their coast. Currently, there is no other multiple experience programming to connect youth living in Santa Rosa to the Sonoma County coast.

Staff recommends the Board adopt the proposed resolution to authorize Regional Parks to enter into a contract and accept grant funds along with designating a local representative to administer the grant. This resolution would commit to providing funds from other grants, including funding from Kaiser Permanente, already awarded to focus on health for underserved populations beyond the Conservancy grant funds necessary to complete the project. The resolution would also authorize the Director of Regional Parks to negotiate and execute the grant agreement and instruments necessary to complete the project and comply with the grant requirements.

The cost for designed and implementing all aspects of this program for 250 participants is estimated at \$73,000, which will be funded by grants. Future funding is needed to ensure that the program is ongoing past the 2017-2018 fiscal year.

#### **Prior Board Actions:**

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

This grant will allow Regional Parks to engage youth in the outdoors that would not otherwise have the opportunity to experience their Sonoma Coast.

	cal Summary		
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expens	es 10,000	63,000	
Additional Appropriation Requeste	ed		
Total Expenditure	es 10,000	63,000	
Funding Sources			
General Fund/WA (	GF		
State/Feder	ral	44,000	
Fees/Oth	er 10,000	19,000	
Use of Fund Baland	ce		
Contingenci	es		
Total Source	es 10,000	63,000	
We are seeking Board action only on the resolu	tion at this time. Existing	appropriations w	ill be used to
We are seeking Board action only on the resolu fund YES-Coast, and 2017-18 expenses will be in	tion at this time. Existing ncluded in the 2017-18 bu	appropriations w	ill be used to
Narrative Explanation of Fiscal Impacts:  We are seeking Board action only on the resolu fund YES-Coast, and 2017-18 expenses will be in Star Position Title  (Payroll Classification)	tion at this time. Existing	appropriations w	ill be used to  Deletions (Number)
We are seeking Board action only on the resolu fund YES-Coast, and 2017-18 expenses will be in Sta	tion at this time. Existing ncluded in the 2017-18 but affing Impacts  Monthly Salary Range (A – I Step)	appropriations widget.  Additions	Deletions
We are seeking Board action only on the resolu fund YES-Coast, and 2017-18 expenses will be in Sta	tion at this time. Existing ncluded in the 2017-18 but affing Impacts  Monthly Salary Range (A – I Step)	appropriations widget.  Additions	Deletions
We are seeking Board action only on the resolu fund YES-Coast, and 2017-18 expenses will be in State    Position Title   (Payroll Classification)  Narrative Explanation of Staffing Impacts (If Resolution)	tion at this time. Existing ncluded in the 2017-18 but affing Impacts  Monthly Salary Range (A – I Step)	appropriations widget.  Additions	Deletions



Date: Ma	ay 2, 2017	Item Number: Resolution Number:	
			4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Approving The Grant Of Funds From The State Coastal Conservancy For Youth Exploring
Sonoma Coast Program

Whereas, the Legislature of the State of California has established the State Coastal Conservancy ("Conservancy") under Division 21 of the California Public Resources Code, and has authorized the Conservancy to award grants to public agencies and nonprofit organizations to implement the provisions of Division 21; and

Whereas, the Conservancy awards grants for projects that it determines are consistent with Division 21 of the Public Resources Code and with the Conservancy's Strategic Plan and that best achieve the Conservancy's statutory objectives, in light of limited funding.

Whereas, at its February 2, 2017 meeting, the Conservancy adopted a resolution authorizing a grant of \$44,000 to Sonoma County Regional Parks Department ("grantee") to develop and implement youth programs in Sonoma County Regional Parks to increase access to the Sonoma Coast ("the Project"). The resolution was adopted by the Conservancy pursuant to and is included in the Conservancy February 2, 2017 staff recommendation, a copy of which is on file with the grantee and with the Conservancy.

Whereas, the Conservancy requires that governing body of the grantee certify through a resolution that it approves the award of Conservancy grant funding and authorizes the execution by a representative of the grantee of a grant agreement on terms and conditions required by the Conservancy;

**Now, Therefore, Be It Resolved** that the grantee hereby:

- 1. Approves the award of grant funding from the Conservancy for the Project.
- 2. Acknowledges that it has or will have sufficient funds to complete the Project.

Resolution # Date: Page 2

- 3. Agrees to provide any funds beyond the Conservancy grant funds necessary to complete the Project.
- 4. Agrees to be bound by all terms and conditions of the grant agreement and any other agreement or instrument as may be required by the Conservancy and as may be necessary to fulfill the terms of the grant agreement and to complete the Project.
- 5. Authorizes the Director of Regional Parks to act as a representative of the grantee, to negotiate and execute on behalf of the grantee all agreements and instruments necessary to complete the Project and to comply with the Conservancy's grant requirements, including, without limitation, the grant agreement.

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C.		n	^	-		ıc	$\mathbf{a}$	c	•
J	u	u	C		v	13	u	3	•

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

So Ordered.

# STATE OF CALIFORNIA

# STANDARD AGREEMENT

Std. 2 (Grant - Rev 08/08)

☐ ACCOUNTING

☐ PROJECT MANAGER

CONTROLLER

☐ STATE AGENCY

AGREEMENT NUMBER AM NO 16-058

TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO 94-6000539

THIS AGREEMENT, made	and entered into thi	is day of		2017,	
in the State of California, b	y and between State				nd acting
TITLE OF OFFICER ACTING FOR S	TATE	AGENCY			
Executive Officer GRANTEE'S NAME		State Coastal Con	servancy	, hereafte	er called the Conservancy, and
Sonoma County Reg	ional Parks			, hereafte	er called the Grantee.
The Grantee, for and in cor	nsideration of the co	venants, conditions, agi	reements, and stip	pulations of the Conse	ervancy hereinafter expressed
does hereby agree as follo					
	of Division 21 of hereby grants to housand dollars), ake the Youth Ex	the Sonoma County, subject to the term eploring the Sonom	y Regional Par is and condition a Coast (Yes-C	ks ("the grantee") ns of this agreeme Coast) ("the projec	a sum not to exceed nt. The grantee shall use t") for the coastal area of
		(Continued on fol	llowing pages)		
The provisions on the foll	owing pages constitu	ute a part of this agreen	nent.		
IN WITNESS WHEREOF			parties hereto, up		
	E OF CALIFORN	VIA	ODANITE W. H.	GRANTE	
State Coastal Conser	vancy			n an individual state whether a c nty Regional Park	
BY (Authorized Signature)	variey		BY (Authorized Sign		
Ø			185		
PRINTED NAME AND TITLE OF PER	RSON SIGNING		PRINTED NAME AND T	TITLE OF PERSON SIGNING	
Samuel Schuchat, Ex			Caryl Hart, D		
ADDRESS & PHONE NUMBER			ADDRESS		
1515 Clay Street, 10 <sup>t</sup>	<sup>h</sup> Floor		2300 County	Center Drive	
Oakland, CA 94612	*		Santa Rosa, C	CA 95403	
	Phone	e: (510) 286-1015		]	Phone: (707) 565-6144
AMOUNT ENCUMBERED BY THIS	PROGRAM/CATEGORY (C	CODE AND TITLE)	FUND TITLE		
DOCUMENT			Coastal Acce	ss Account,	I certify that this agreement is exempt from Department of
	Local Assistance	ce	SCCF		General Services' approval.
<b>#</b> 14.000.00	(OPTIONAL USE)	ng Sonoma Coast (Y	ZEC COACT)		**
\$44,000.00 PRIOR AMOUNT ENCUMBERED	ITEM EXPIOITI	ig Soliollia Coast (1	CHAPTER	STATUTE   FISCAL	
FOR THIS AGREEMENT	TICM		CHAPTER	YEAR	
\$-0-	3760-101-0593		23	2016 16/17	Erlinda Corpuz
TOTAL AMOUNT ENCUMBERED TO DATE	OBJECT OF EXPENDITUR	RE (CODE AND TITLE)			Procurement and Contracts
\$44,000.00	Access				Manager
I hereby certify upon my own		hat budgeted funds are av	ailable for the perior	d and purpose of the	1
expenditure stated above.	, and a second of	g - 17 - 1 100 sil v U1		- The land of the same of the same	
SIGNATURE OF ACCOUNTING OFF	ICER		DATE		1

# SCOPE OF AGREEMENT (Continued)

Through the YES-Coast project, the grantee will connect 250 underserved youth to the Sonoma coastline by providing a year-long series of outings that include themes of local history, diverse ecosystems, and local culture. Youth will capture their experiences and share their stories through a Photo Voice project integrating educational, recreational, stewardship, and career exploration activities and events. The year-long series will include: 5 one-day trips; a 5-day and 6-night immersion along the entire stretch of the county's coastline; and a special event celebration with participants' family and friends. The program will integrate maritime culture and economy past and present, Kashia traditional practices on the coast, the history of Fort Ross, and young people's personal connections with the ocean.

The grantee shall carry out the project in accordance with this agreement and a work program as provided in the "WORK PROGRAM" section, below. The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the project.

# TERM OF AGREEMENT

This agreement shall be take effect when signed by both parties and received in the office of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through April 25, 2019 ("the termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by January 31, 2019 ("the completion date").

# Standard Explore the Coast Provisions

# CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT

The grantee shall not commence the project and the Conservancy shall not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

- 1. The governing body of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
- 2. The Executive Officer of the Conservancy ("Executive Officer") has approved in writing:
  - The work program for the project as provided in the "WORK PROGRAM" section, below.
  - b. If grantee intends to retain contractors, all contractors retained in connection with the project.
  - c. A plan for acknowledging Conservancy funding.
  - d. Any other agreements that the Executive Officer determines necessary for the project.
- 3. The grantee has provided written evidence to the Conservancy that:
  - a. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the "INSURANCE" section, below.
  - b. If permits are required for the project, all permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.

# **AUTHORIZATION**

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its February 2, 2017 meeting, the Conservancy adopted the resolution attached as Exhibit B. This agreement is executed under that authorization.

# WORK PROGRAM

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program shall include:

- 1. The specific tasks to be performed.
- 2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
- A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project. For each project component, the project budget shall list all intended funding sources including the Conservancy's grant and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any contractor selection process, submit the selection package to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the contractor-selection process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to project commencement.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall carry out the project in accordance with the approved work program.

## COORDINATION AND MEETINGS

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

## WORK PRODUCTS

If material, data, information, and written, graphic or other work (collectively referred to as "work products") is produced, developed or acquired under this agreement, the Conservancy shall have the unqualified and unconditional right to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work products created under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

## COSTS AND DISBURSEMENTS

When the Conservancy determines that all "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of the project and compliance with the "PROJECT COMPLETION" section, below, and upon the Conservancy's acceptance of the project.

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Conservancy will

# **COSTS AND DISBURSEMENTS** (Continued)

reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. Hourly rates billed to the Conservancy, and specified in the approved Work Program budget, shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the form. Each form shall be accompanied by:

- All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
- Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
- 3. A supporting progress report summarizing the current status of the work and comparing it to the status required by the work program (budget, timeline, tasks, etc.), including written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

# EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The total amount of this grant may not be increased except by written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overheard

# EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS (Continued)

and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided the grantee submits a revised budget prior to requesting disbursement based on the revised budget. Any deviation greater than ten percent or any change from the approved budget for overhead or indirect costs must be identified in a revised budget and approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

# PROJECT COMPLETION

The grantee shall complete the project by the completion date provided in the "TERM OF AGREEMENT" section, above. Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting:

- If applicable, the work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
- 2. Documentation that the grantee has implemented and completed the approved plan for acknowledgement of Conservancy funding.
- 3. A fully executed final "Request for Disbursement."

Within thirty days of the grantee's submission of the above, the Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

# EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing. If either party provides notice to terminate this agreement, grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up

# EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM (Continued)

to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

If grantee is obligated to produce work products under this agreement, on or before the date of termination of the agreement under this section, whether terminated by the grantee or the Conservancy, the grantee shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this agreement (whether completed or partial), in appropriate, readily useable form.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

# INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. If the grantee is a public entity, this agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

# INDEMNIFICATION AND HOLD HARMLESS (Continued)

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

# INSURANCE

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this agreement. As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors or omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

- 1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office ("ISO") Commercial General Liability coverage occurrence basis (Form CG 00 01 or comparable.
  - b. Automobile Liability coverage ISO Form Number CA 0001, Code 1 (covering owned, hired and no-owned autos). If the project will utilize multiple-passenger commercial vehicles, such as bus or van (i.e. common carrier vehicle(s)): coverage consistent with California Public Utilities Commission General Orders 101E, 115F and 160A and minimum limits below.
  - c. Workers Compensation and Employer's Liability Grantee shall maintain statutory worker's compensation for all its employees who will be engaged in the performance of this grant and employer's liability coverage with limits of \$1,000,000. If applicable, grantee shall provide a Maritime Coverage Endorsement as well as any other endorsement required by federal law or regulation. By signing this Agreement, grantee acknowledges compliance with these requirements.

# **INSURANCE** (Continued)

- d. Commercial Vessel coverage: If the project will utilize a commercial watercraft, a self-insurance program, contract, surety bond or insurance policy (endorsement to Commercial General Liability policy or Protection and Indemnity Insurance) covering common carrier vessels: (1) at least as broad as California Public Utilities Commission General Order 111-C or its current equivalent and (2) adequate to cover any crewmembers or other persons involved in the waterborne portion of the project not covered by the commercial general liability coverage for personal injury or death.
- e. Watercraft Liability: If the project will utilize any other watercraft, endorsement to Commercial General Liability policy or Protection and Indemnity Insurance. Such insurance shall cover liability arising out of the maintenance and use of any watercraft covering owned, hired and non-owned vessels.
- f. Vessel Damage or Destruction Insurance including Hull and Machinery coverage: If watercraft or vessel(s) are being acquired with the grant.
- 2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:

a. General Liability: (Including operations, products and completed operations, as applicable)	\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
b. Automobile Liability:	\$1,000,000 per accident for bodily injury and property damage. If the project will utilize multiple-passenger commercial transportation vehicles, such as bus or van (i.e. common carrier vehicle(s)): \$5,000,000 per vehicle or such lower limits as are allowed by the applicable CPUC General Order.
c. Worker's Compensation:	As required by law with Employer's Liability of no less than \$1,000,000.

# **INSURANCE** (Continued)

d. Commercial Passenger Vessel Coverage, if required under 1.d., above:	<ul> <li>In the following amounts:</li> <li>a. 1-10 passengers: \$5,000,000 combined single limit for bodily injury, personal injury and collision.</li> <li>b. 11-22 passengers: \$10,000,000 combined single limit.</li> <li>c. 23+ passengers: \$15,000,000 combined</li> </ul>
e. Watercraft Liability (for private vessel) Coverage, if required under 1.e., above:	In the following amounts:  a. Vessels under 30 ft.: \$1,000,000 combined single limit.
	b. Vessels over 30 ft. or vessel involved in research: \$2,000,000 combined single limit.
f. Vessel Damage or Destruction Insurance, if required under 1.f., above:	Hull and Machinery coverage in amount sufficient to cover the cost of the vessel. The Conservancy shall be named as a loss payee.

- 3. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
- 4. Required Provisions Concerning the Conservancy and the State of California.
  - a. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. The grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
  - b. The general liability, automobile liability and vessel liability policies are to be endorsed to contain, the following provisions:

# **INSURANCE** (Continued)

- The State of California, its officers, agents and employees are to be covered as additional insureds, but only with respect to activities conducted relative to this grant agreement. The additional insured endorsements are to be provided.
- 2) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
- 3) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
- c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- Acceptability of Insurers. Insurance shall be placed with insurers approved to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
- 6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, including the required loss payee and additional insured endorsements, effecting coverage required for adding the Conservancy and the State of California as additional insureds. If common carrier vehicle or commercial or private vessel insurance is required, then in addition, the grantee shall provide proof of compliance with the common carrier vehicle and/or vessel insurance requirements of this section and the applicable California Public Utilities Commission General Order. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
- 7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in an amount no less than \$1,000,000 is required in light of the nature of the project.

# **INSURANCE** (Continued)

8. <u>Premiums and Assessments</u>. The Conservancy is not responsible for premiums and assessments on any insurance policy.

# AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to work under the agreement. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

# **COMPUTER SOFTWARE**

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

# **NONDISCRIMINATION**

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40) or sexual orientation (Government Code section 12940). The grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Consistent with Government Code section 11135, the grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by the Conservancy under this agreement.

Pursuant to Government Code section 12990, the grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 11100 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 .1of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

# **INDEPENDENT CAPACITY**

The grantee, and the agents and employees of the grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

# **ASSIGNMENT**

Without the written consent of the Executive Officer, this agreement is not assignable by the grantee in whole or in part.

# **TIMELINESS**

Time is of the essence in this agreement.

# EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

# **AMENDMENT**

Except as expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

# **LOCUS**

This agreement is deemed to be entered into in the County of Alameda.

# **SURVIVAL**

The obligations in the "WORK PRODUCTS" and "INDEMNIFICATION AND HOLD HARMLESS" sections, above, shall survive the termination of this agreement.

Exhibit A: Project Locations

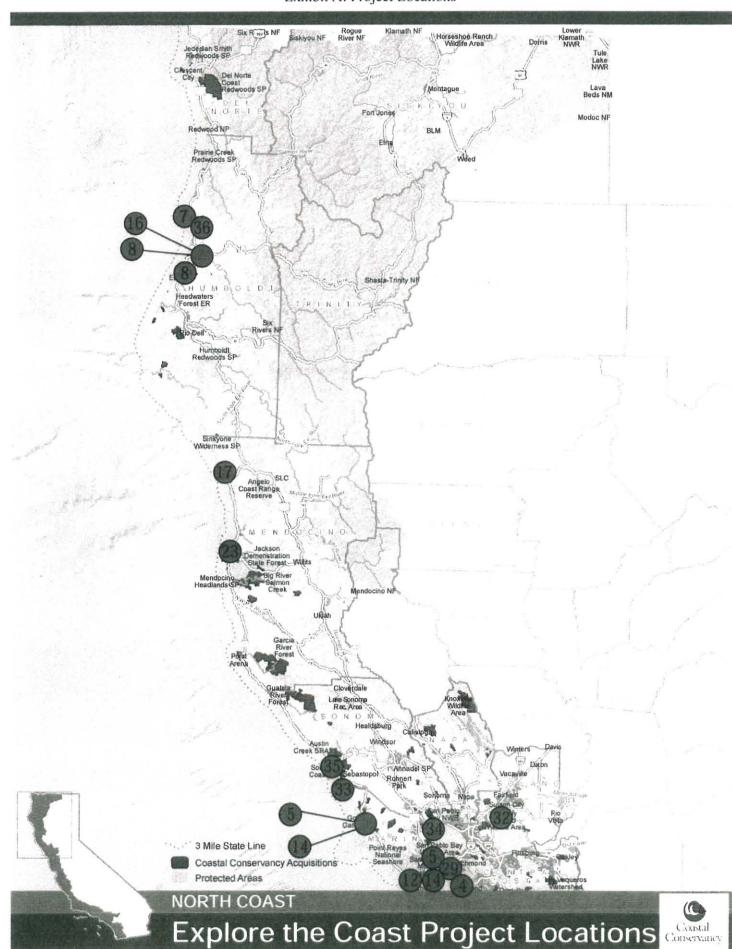
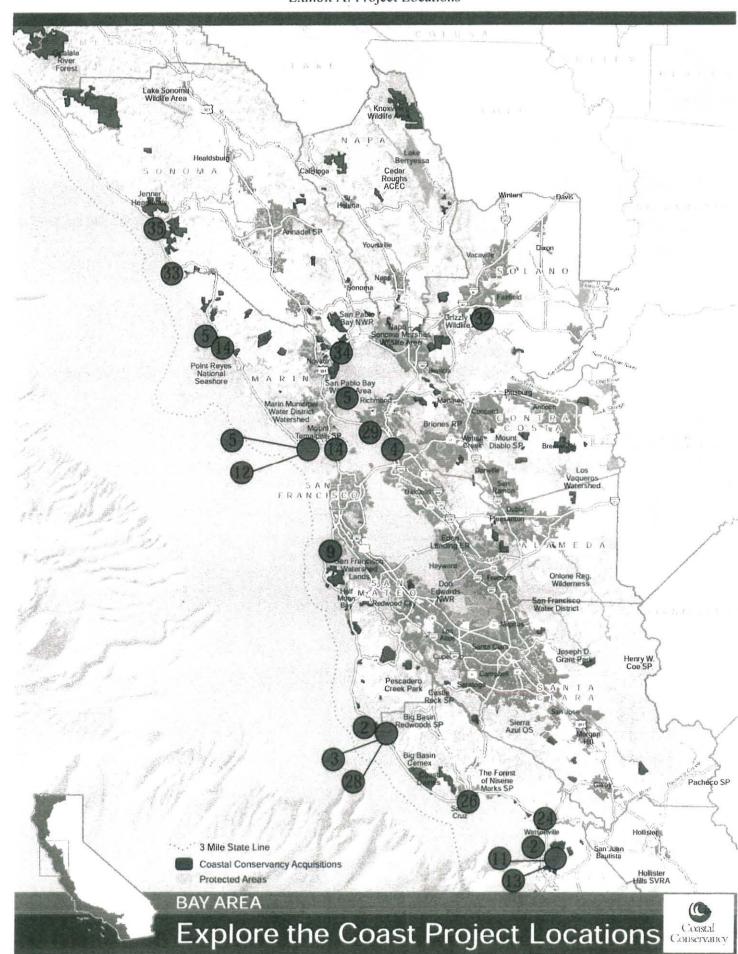


Exhibit A: Project Locations



#### Exhibit B

# **Explore the Coast Grant Program Resolution and Findings**

# Adopted by Coastal Conservancy at February 2, 2017 meeting

## **RESOLUTION AND FINDINGS:**

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31000 *et seq.* of the Public Resources Code:

"The State Coastal Conservancy hereby authorizes disbursement of up to one million, one hundred forty-two thousand, four hundred seventy-nine dollars (\$1,142,479) to the following nonprofit organizations and public agencies for 39 projects that facilitate and enhance the public's opportunities to explore the coast of California and the San Francisco Bay shoreline, (presented in alphabetical order):

- 5 Gyres Institute: Seventeen thousand nine hundred thirty-two dollars (\$17,932) for one-day research expeditions for diverse groups of high school students aboard a boat off the coast of Los Angeles, Los Angeles County.
- Amah Mutsun Land Trust: Six thousand one hundred and two dollars (\$6,102) for approximately nine 1-2 minute audio segments for the Explore the Coast web app about the natural and cultural history of Amah Mutsun coastal territory, Santa Cruz and San Mateo Counties.
- Amah Mutsun Land Trust: Forty-nine thousand nine hundred and forty dollars (\$49,940) for a summer camp program for Native American youth, ages 12-17, on the San Mateo/Santa Cruz coast, San Mateo and Santa Cruz Counties.
- Bay Area Outreach & Recreation Program: Fifty thousand dollars (\$50,000) for a two-year program that creates a new series of accessible outdoor coastal trips on sections of the California Coastal and San Francisco Bay Trails, Alameda County.
- California State Parks Foundation: Twenty-six thousand and sixty-five dollars (\$26,065) for bus transportation, educational camping and one-day field trips to Marin County State Parks for diverse and primarily low-income Bay Area youth, Marin County.
- Central Coast Aquarium: Seven thousand dollars (\$7,000) for a citizen science program for low-income underserved students from Title 1 schools, San Luis Obispo County.
- Cher-Ae Heights Indian Community of the Trinidad Rancheria: Eleven thousand dollars (\$11,000) for an educational program for local underserved youth, grades K-12, about California's coastal habitats and its fish and wildlife populations, Humboldt County.
- City of Arcata, Recreation Division: Twenty-three thousand nine hundred and fifty-four dollars (\$23,954) for Humboldt Bay and Arcata Marsh educational programs and cruises, Humboldt County.
- City Surf Project: Forty thousand dollars (\$40,000) for a surfing and coastal stewardship program, Marin, San Francisco, and San Mateo Counties.

- Community Nature Connection: Forty-three thousand three hundred and thirty dollars (\$43,330) for bus transportation and educational content for underserved communities, Los Angeles and Ventura Counties.
- Community Science Workshop Network, Inc.: Forty-nine thousand seven hundred and fifty dollars (\$49,750) for bus transportation and educational content for underserved students, Monterey, San Luis Obispo Counties.
- Earth Island Institute: Forty-five thousand dollars (\$45,000) for an environmental education program for underserved students, Alameda and Contra Costa Counties.
- Earth Team: Twelve thousand six hundred and seventy dollars (\$12,670) for educational hikes incorporating citizen science, Alameda, and Contra Costa Counties.
- Environmental Traveling Companions: Fifty thousand dollars (\$50,000) for recreation and environmental education for disabled and disadvantaged youth, Marin County.
- Explore Ecology: Twenty-two thousand dollars (\$22,000) for bus transportation and coastal education for underserved students, Santa Barbara County.
- Friends of the Dunes: Thirty thousand dollars (\$30,000) for bus transportation, Latino outreach and barrier-free access at the Humboldt Coastal Dunes Center, Humboldt County.
- Humboldt Redwoods Interpretive Association: Thirteen thousand one hundred and sixty-two dollars (\$13,162) for ecological field trips for underserved students, Mendocino County.
- Land Conservancy of San Luis Obispo County: Twenty-five thousand dollars (\$25,000) for bus transportation and docent-led hikes for low income communities, San Luis Obispo County.
- Los Angeles Audubon: Forty-three thousand three hundred and thirty dollars (\$43,330) for bus transportation and coastal education field trips for underserved students, Los Angeles County.
- Los Angeles Maritime Institute: Forty-three thousand three hundred and thirty dollars (\$43,330) for a bilingual coastal awareness campaign and Tall Ship excursion, Los Angeles County.
- Los Cerritos Wetland Land Trust: Fifteen thousand six hundred and fifty dollars (\$15,650) for bus transportation and environmental education for underserved students, Los Angeles County.
- Marina Del Rey Anglers: Thirty-four thousand dollars (\$34,800) for a multi-dimensional coastal education, fishing, access and stewardship program, Los Angeles County.
- Mendocino Land Trust: Thirty-five thousand dollars (\$35,000) for the development of content for the online Coastal Trail Guide, Mendocino County.
- Monterey Bay Center for Environmental Literacy: Forty-nine thousand one hundred and eighty-nine dollars (\$49,189) for the development of content for the Conservancy's "Explore the Coast" web app and coastal education for underserved students, Santa Cruz County.
- Ocean Discovery Institute: Forty-three thousand two hundred and eighty-five dollars (\$43,285) for bus transportation, environmental education and citizen science for underserved elementary school students, San Diego County.



- O'Neill Sea Odyssey: Twenty thousand dollars (\$20,000) for bus transportation and environmental education for underserved and disabled elementary school students, Santa Cruz County.
- PADRE Foundation: Twelve thousand seven hundred and twenty-five dollars (\$12,725) for boat transportation, barrier-free access and marine science education for children and adolescents with Type 1 Diabetes, Orange County.
- Pie Ranch: Thirty thousand dollars (\$30,000) for a coast and agriculture youth education program, San Mateo County.
- Rosie the Riveter Trust: Twenty-five thousand five hundred dollars (\$25,500) for bus transportation and a San Francisco Bay-focused environmental education program, Contra Costa County.
- Santa Barbara Channel Keeper: Five thousand dollars (\$5,000) for boat transportation and marine science education for low-income students, Santa Barbara County.
- Sierra Club Foundation: Eleven thousand seven hundred and forty-five dollars (\$11,745) for bus transportation and environmental education for low-income students, Los Angeles County.
- Solano Land Trust: Twenty-eight thousand four hundred and twenty dollars (\$28,420) for bus transportation and environmental education for underserved students, Solano County.
- Sonoma County Regional Parks: Forty-four thousand dollars (\$44,000) for bus transportation and a coastal environmental education program for underserved students, Sonoma County.
- Sonoma Land Trust: Forty-seven thousand dollars (\$47,000) for bus transportation, bilingual curriculum development and a bay-oriented environmental education program for elementary school students, Sonoma County.
- Stewards of the Coast and Redwoods: Forty-five thousand dollars (\$45,000) for mobile education content, interpretive content for the Conservancy's "Explore the Coast" web app, transportation funding and coastal education for underserved students, Sonoma County.
- Trinidad Coastal Land Trust: Thirty-one thousand dollars (\$31,000) for docent-led hikes for kindergarten to university age students as well as the general public, Humboldt County.
- Ventura Audubon Society: Thirteen thousand dollars (\$13,000) for a coastal environmental education and stewardship program, Ventura County.
- Wahine Project: Eleven thousand six hundred dollars (\$11,600) for a surfing and stewardship program for underserved girls, Monterey County.
- WILDCOAST: Thirty thousand dollars (\$30,000) for a Marine Protected Area education and stewardship program, San Diego County.

The authorization is subject to the following condition:

Prior to the disbursement of funds, each grantee shall submit for the review and approval of the Conservancy's Executive Officer a final work program, schedule, budget, names of any project



contractors, a plan for acknowledging Conservancy funding, and any other applicable agreements determined necessary for the project by the Conservancy's Executive Officer."

Staff further recommends that the Conservancy adopt the following findings:

"Based on the accompanying staff report and attached exhibits, the State Coastal Conservancy hereby finds that:

- 1. The proposed authorization is consistent with Chapters 3, 4.5, 7, and 9 of Division 21 (Sections 31000 *et seq*) of the Public Resources Code, regarding undertaking educational projects for K-12 students relating to the coastal resources (Ch.3); the resource and recreational goals in the San Francisco Bay Area (Ch. 4.5); urban waterfront restoration (Ch. 7); and the establishment of a system of public accessways to and along the California coast (Ch. 9).
- 2. The proposed authorization is consistent with the current Conservancy Project Selection Criteria and Guidelines.
- 3. The proposed nonprofit organization grantees are nonprofit organizations existing under Section 501(c)(3) of the U.S. Internal Revenue Code, whose purposes are consistent with Division 21 of the Public Resources Code.
- 4. The proposed authorization is consistent with Section 31400.1 of the Public Resources Code which authorizes the Conservancy to grant funds to local agencies if the projects are determined to serve more than local public needs. The City of Arcata's "Explore the Coast Humboldt Bay" project and Sonoma County Regional Parks' "Youth Exploring the Sonoma Coast (Yes-Coast)" project will both bring youth from inland and/or underserved communities outside of the coastal zone to coastal locations for educational and coastal programs, thus serving more than a local need."



# County of Sonoma Agenda Item Summary Report

Summary Re

# Agenda Item Number: 7

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

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

**To:** Board of Supervisors

**Board Agenda Date:** May 2, 2017 **Vote Requirement:** Majority

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

Staff Name and Phone Number: Supervisorial District(s):

Board of Supervisors (707) 565-2241 Countywide

Title: Minutes of the Meetings of February 7, 2017, February 14, 2017 and February 21, 2017

#### **Recommended Actions:**

Approve the Minutes of the Meetings of February 7, 2017, February 14, 2017 and February 21, 2017

# **Executive Summary:**

Approve the Minutes of the Meetings of February 7, 2017, February 14, 2017 and February 21, 2017 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Sonoma County Water Agency, and Board of Supervisors; and Approve the Minutes of the Meeting of February 7, 2017 of the Sonoma Valley County Sanitation District.

#### **Discussion:**

None

## **Prior Board Actions:**

None

Strategic Plan Alignment Not Applicable

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

**TUESDAY FEBRUARY 7, 2017** 8:30 A.M.

County Administrator

Susan Gorin First District Sheryl Bratton Bruce Goldstein David Rabbitt Second District Shirlee Zane Third District James Gore

Fifth District

County Counsel Fourth District

8:36 A.M. CALL TO ORDER

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

#### PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA (Items may be added or withdrawn from the agenda consistent with State law)

II. CONSENT CALENDAR

Lynda Hopkins

#### COMMUNITY DEVLOPMENT COMMISSION

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

1. Village Green II Senior Apartments - Authorize the Executive Director of the Sonoma County Community Development Commission ("Commission") to execute all documents required to complete the acquisition of the Village Green II Senior Apartments in Sonoma, California by formally assuming the underlying debt obligation on the property, consisting of United States Department of Agriculture Rural Development (Rural Development) 515 Rural Rental Housing Loan with an outstanding principal balance of \$769,437.

# Summary

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

#### SONOMA COUNTY WATER AGENCY

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

- 2. Execution of Consent Agreement with the Roger J. Nelson Revocable Trust
- Adopt a resolution determining that consenting to the installation of paving and access improvements within a A) restrictive easement for the Petaluma Aqueduct will not adversely affect the Sonoma County Water Agency (Water Agency) in any respect, and authorizing the General Manager to file a Notice of Determination in accordance with the California Environmental Quality Act.
- Authorize the Chair to execute a Consent Agreement allowing the Roger J. Nelson Revocable Trust to construct and maintain site improvements on a portion of the Water Agency's Petaluma Aqueduct easement.

#### **Item Materials**

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0038

3. Sonoma Valley Sewer Lateral Ordinance

- A) Adopt an Ordinance to amend the Sanitation Code of the Sonoma Valley County Sanitation District to provide requirements for side sewer inspection and building sewer repair (Second Reading –Ready for Adoption).
- B) Authorize the General Manager to file a Notice of Exemption in accordance with the California Environmental Quality Act.

#### Item Materials

Sonoma Valley County Sanitation District Board action: Approved as Recommended AYES: Susan Gorin, Shirlee Zane ABSENT: Mayor Rachel Hundley Approved by Ordinance 6192

#### AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

4. Adopt amended changes to the existing County Debt Management Policy for inclusion in the Fiscal Policy Manual on behalf of the County, Community Development Commission, Sonoma County Water Agency, and the Agricultural Preservation and Open Space District, and other affected component budget units.

#### Item Materials

Board action: Approved as Recommended UNANIMOUS VOTE

## **COUNTY COUNSEL**

5. Adopt the resolution revising the conflict of interest code for the County of Sonoma.

Summary
Resolution
Attachment 1
Attachment 2
Attachment 3

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0039

- 6. Conflict of Interest Code Amendments
- A) Acting as the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, adopt a resolution approving the amendment to the Conflict of Interest Code.
- B) Acting as the Board of Supervisors and the code reviewing body, adopt resolutions approving conflict of interest code amendments for the Bennett Valley Union School District; Bodega Bay Public Utility District; Cazadero Community Services District; Cloverdale Unified School District; Gold Ridge Resource Conservation District; Mark West Springs Union School District; Monte Rio Union School District; North Sonoma County Healthcare District; Old Adobe Union School District; Russian River Recreation and Park District; Santa Rosa City Schools; Sonoma County Agricultural Preservation and Open Space District; Sonoma County Employees' Retirement Association; Sonoma County Fair and Exposition, Inc.; Sonoma County Library; Sonoma County Regional Climate Protection Authority; Sonoma County Transportation Authority; Sonoma County Waste Management Agency; Sonoma Resource Conservation District; Sonoma Valley Health Care District; Valley of the Moon Fire Protection District; Waugh School District; West Sonoma County Union High School; Wilmar Union Elementary School District; Windsor Unified School District; and Wright Elementary School.

Summary Resolution

# Resolution 2 Attachment

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

Approved by Resolution Nos. 17-0041; 17-0042; 17-0043; 17-0044; 17-0045; 17-0046; 17-0047; 17-0048; 17-0049; 17-0050; 17-0051; 17-0052; 17-0053; 17-0054; 17-0055; 17-0056; 17-0057; 17-0058; 17-0059; 17-0060; 17-0061; 17-0062; 17-0061; 17

0063; 17-0064; 17-0065; and 17-0066

#### GENERAL SERVICES / HUMAN SERVICES

7. Authorize the General Services Director to execute a lease amendment with Cornerstone Properties SA, LLC (Landlord), for approximately 3,650 sq. ft. of office space, located at 5350 Old Redwood Highway, Suite 400, Petaluma, for an initial rental rate of \$1.65 per sq. ft. per month (approximately \$6,023 per month or \$72,270 per year), which is subject to adjustment as more particularly described in the lease, for an initial term of 10 years, with two, 5-year options to extend the term.

#### Item Materials

Board action: Approved as Recommended UNANIMOUS VOTE

#### **HEALTH SERVICES**

8. Authorize the Director of Health Services to execute a grant agreement with Community Foundation Sonoma County to accept \$5,000 in revenue to support access to low-cost spay and neuter services for the period January 27, 2017 through November 30, 2017.

## **Item Materials**

Board action: Approved as Recommended UNANIMOUS VOTE

#### **HUMAN SERVICES**

9. <u>Authorize the Director of the Human Services Department and the Workforce Investment Board (WIB) Chair to execute the Workforce Innovation and Opportunity Act (WIOA) Application to be a Career Services Provider.</u>

#### **Item Materials**

Board action: Approved as Recommended UNANIMOUS VOTE

#### PERMIT AND RESOURCE MANAGEMENT

10. Hamel Conservation Easement - Adopt a Resolution 1) Approving and accepting the acquisition of a conservation easement over a portion of the lands of Hamel; 2) Determining consistency with the County's 2020 General Plan; 3) Authorizing and directing the Chair of the Board to execute the Conservation Easement Agreement; 4) Authorizing and directing the Chair of the Board to execute a Certificate of Acceptance; 5) Authorizing and directing Permit and Resource Management Department to administer the Conservation Easement; and 6) Making certain determinations pursuant to the California Environmental Quality Act for property located at 15401 Highway 12, Sonoma; Assessor's Parcel Number 056-012-008.

## **Item Materials**

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

11. <u>Authorize the Director of the Permit and Resource Management Department to execute an amendment to an agreement with Land Logistics Planning & Development Services, extending the term from June 23, 2017 to June 22, 2018, and increasing the contract amount by \$185,000 resulting in a new not-to-exceed amount of \$360,000.</u>

## **Item Materials**

Board action: Approved as Recommended UNANIMOUS VOTE

#### TRANSPORTATION AND PUBLIC WORKS

12. Approve and authorize the Chair to execute an agreement with CALTROP Corporation, Inc. for construction management services related to the Hauser Bridge Replacement Project in the not-to-exceed amount of \$666,817.78 plus a 10% contingency with a term ending December 31, 2018.

#### **Summary**

Board action: Approved as Recommended UNANIMOUS VOTE

- 13. Federal Transit Funding Authorizations for FY 2016-17 through FY 2019-20
- A) Approve resolution authorizing filing of applications and providing required assurances for federal transit assistance for FY 2016-17 through FY 2019-20.
- B) Authorize the Director of Transportation and Public Works to file and execute applications on behalf of the County of Sonoma/Sonoma County Transit for federal transit assistance.

#### **Item Materials**

Board action: Approved as Recommended UNANIMOUS VOTE Approved by Resolution 17-0068

#### APPOINTMENTS/REAPPOINTMENTS

14. <u>Appoint Skip Brand to the Economic Development Board to serve a coterminous term beginning February 7, 2017.</u> (Fourth District)

#### **Summary**

Board action: Approved as Recommended UNANIMOUS VOTE

 Reappoint James Luchini to the Sonoma County Tourism Board to serve a two year term beginning December 31st, 2016 and ending December 31, 2018. (Fourth District)

#### **Summary**

Board action: Approved as Recommended UNANIMOUS VOTE

16. Reappoint Joe Morgan to the Bicycle and Pedestrian Advisory Committee for a two year term beginning February 7, 2017 and ending February 6, 2019. (Second District)

#### Summary

Board action: Approved as Recommended

UNANIMOUS VOTE

17. Reappoint to the Child Care Planning Council of Sonoma County for a two-year term beginning January 1, 2017, ending December 31, 2018 for the following members: Melanie Dodson, Jason Riggs, Terry Ziegler, Debbie Blanton, John Paul, Kathleen Kelley, Marianne Schwartz-Kesling, Soledad Figueroa, and Lisa Grocott, and Authorize the Director of Human Services to sign the required Certification Statement Regarding Composition of Local Planning Council Membership.

Summary Attachment 1 Attachment 2

Board action: Approved as Recommended UNANIMOUS VOTE

#### PRESENTATIONS/GOLD RESOLUTIONS

#### PRESENTATIONS AT THE BOARD MEETING

18. Adopt a Gold Resolution honoring Chris Brokate for his work cleaning the debris from the Russian River. (Fifth District)

Summary Resolution

Board action: Approved as Recommended UNANIMOUS VOTE Approved by Resolution 17-0069

19. Adopt a Gold Resolution Proclaiming February 1 through 28, 2017 as Career and Technical Education Month (Third District)

Summary Resolution

Board action: Approved as Recommended UNANIMOUS VOTE Approved by Resolution 17-0070

III. REGULAR CALENDAR

#### **COUNTY ADMINISTRATOR**

- 21. Minute Order and Resolution on Immigrant Services and Protections -
  - A. Adopt a Minute Order directing staff to:
    - 1. Provide a summary of current legislative and executive activity at the State and Federal level, including an analysis of SB 54 (De Leon);
    - 2. Assess the opportunity and need for a community summit, including a proposal for a scope and budget for such summit;
    - 3. Assess the County and community's capacity for immigrant legal defense, and propose opportunities to strategically enhance that capacity;
    - 4. Identify opportunities to further engage the community and disseminate information on rights and services for undocumented immigrants; and
    - 5. Assess the County's current immigration-related activities and seek additional potential local actions or programs to maintain the safety of immigrant communities.

B. Adopt a Resolution affirming the County's commitment to protecting the rights of all residents regardless of immigration status.

8:48 A.M.

Presenters:

Rebecca Wachsberg, Deputy County Administrator Sita Kuteira, Analyst, County Administrator's Office

9:09 A.M. Public Comment Opened

Public Speakers:

Stephen Gale

Patricia Moreno

Dave Ransom

Frabcisco Saiz

Dr. Jacqueline Abdalla

Marina Ordanez

Heather Wise

Chris Page

David Salm

Alan Moody

Susan Lamont

Attila Nagy

Cynthia Strecker

Vanessa Robledo

Chris Grabill

Peter Tscherneff

9:59 A.M. Public Comment Closed

#### **Item Materials**

Board action:

Approved as Recommended

**UNANIMOUS VOTE** 

Approved by Resolution 17-0071 and Minute Order 17-0072

# <u>COUNTY ADMINISTRATOR / HEALTH SERVICES/</u> <u>PROBATION/GENERAL SERVICES AND SHERIFF OFFICE</u>

20. Authorize the Chair to execute the Personal Services Agreement with Barbie Robinson as the Director of Health Services, effective February 7, 2017 through February 7, 2020.

10:12 A.M.

Presenters:

Christina Cramer, Director, Human Resources Barbie Robinson, Interim Director, Health Services

10:19 A.M. Public Comment Opened

Public Speakers:

**NONE** 

10:19 A.M. Public Comment Closed

Attachment Summary Board Action: Approved as recommended UNANIMOUS VOTE

#### **BOARD OF SUPERVISORS**

#### 22. Behavioral Health Services -

10:30 A.M.

Presenters:

Mary Booher, Analyst, County Administrator's Office Randall Walker, Assistant Sheriff David Koch, Chief, Probation Michael Kennedy, Director, Behavioral Health Darren Fravel, Deputy Probation Officer Connie Newton, Administrative Service Officer, Sheriff's Office Bruce Oveson, Senior Capital Projects Manager, General Services

Public Comment Opened

Public Speaker: Michael Hilbur

Public Comment Closed

A. Accept a report updating the Board on efforts since adopting the Stepping Up Resolution in January 2016, demonstrating the Board's commitment to reducing the number of people with mental illness in our jail. (County Administrator, Health Services, Probation, Sheriff, General Services)

#### Summary

Informational only.

B. Authorize the Director of Health Services to execute an agreement with Santa Rosa Memorial Hospital and SRM Alliance Hospital Services, dba Petaluma Valley Hospital to accept revenue to fund nurse practitioner staff at the County's Crisis Stabilization Unit for the period February 7, 2017 through June 30, 2019, resulting in revenue of approximately \$865,000. (Health Services)

#### **Item Materials**

Board action: Approved as Recommended UNANIMOUS VOTE

C. <u>Authorize the County Administrator to sign agreements with the State Department of Healthcare Services for the Medi-Cal County Inmate program for April 1, 2017-June 30, 2017 for \$76,175 and for July 1, 2017-June 30, 2018 for \$303,883. (County Administrator, Sheriff, Probation, Health Services)</u>

**Summary** 

Attachment 1

Attachment 2

Attachment 3

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

D. <u>Authorize the Chair to execute an Agreement with the Department of State Hospitals for a Sonoma County Jail Based Competency Treatment Program for the period of March 1, 2017 through February 28, 2018, with options to extend until February 28, 2020 for a first year reimbursement amount of \$1,527,343. (Sheriff's Office)</u>

#### Item Materials

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

#### E. Authorize the Chair of the Board to:

- 1. Approve the Schematic Design package for the Adult Detention Behavioral Health Unit.
- 2. Authorize publication of a Request for Qualifications for Design-Build candidate selection relating to the construction of the Adult Detention Behavioral Health Unit.
- 3. Authorize the Director of General Services to release the authorized Request for Qualifications package for solicitation pending of Sheriff's Office, Health Services)

Item Materials Power Point

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

- 23. PUBLIC COMMENT ON CLOSED SESSION ITEMS
- IV. CLOSED SESSION CALENDAR
- 24. The Board of Supervisors will consider the following in closed session: Threat to Public Services or Facilities Consultation with: Sheriff and Security Professionals. (Government Code Section 54957(a)).

No reportable action, direction given to staff.

25. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Anticipated Litigation; Significant exposure to litigation. (Government Code section 54956.9(d)(2)).

Withdrawn.

26. The Board of Supervisors will consider the following in closed session: Potential Initiation of litigation pursuant to subdivision 54956.9(d)(4). Name of Case: Eric Green Trust. (Government Code section 54956.9(d)(4)).

Board action: Authorized initiation of litigation.

UNANIMOUS VOTE

27. The Board of Supervisors, the Board Of Commissioners, the Board Of Directors of the Water Agency, Board Of Directors Of The In Home Support Services Public Authority And The Board Of Directors Of The Agricultural Preservation And Open Space District will consider the following in closed session: Conference with Labor Negotiators: Agency Negotiators: Christina Cramer, Carol Allen, and Marcia Chadbourne. (Government Code section 54957).

No reportable action, direction given to labor negotiators.

#### 28. RECONVENE FROM CLOSED SESSION

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

#### 29. REPORT ON CLOSED SESSION

1:33 P.M. County Counsel Bruce Goldstein reported on Closed Session Items 24-27.

#### V. REGULAR AFTERNOON CALENDAR

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

1:35 P.M.

Supervisor Gorin participated in a Hwy 37 policy planning committee and a SCTA meeting.

Supervisor Gore thanked everyone for the work that went into the Board of Supervisor's offsite retreat.

Supervisor Hopkins attended a Northern Sonoma County Air Pollution Control District, LAFCO, and the Sonoma County Successor Agency Oversight Board meetings.

Supervisor Rabbitt attended the Pension Advisory Committee, Association of Bay Area Governments, Golden Gate Bridge District and SCTA meetings.

Supervisor Zane attended and spoke at the homeless summit held by the Homeless Collaborative and attended the Board retreat.

#### VII. 1:45 P.M. - PRESENTATIONS/GOLD RESOLUTIONS

30. 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.)

#### 2:07 P.M. Public comment opened

**Duane Dewitt** 

Karen Futch

**Bob Wiliamson** 

Rosanne Snyder

D: 1 111

Richard Hannon

Jennifer Delaney Rachel Lamm

John Jenkel

R. Canini

R. Canim

James Bennett

Chris Gibson

Elizabeth Naylon

Steve Elkins

2:30 P.M. Remaining public comment was continued until after item 31.

#### GENERAL SERVICES

- 31. Exclusive Negotiating Agreement with Selected Developer of the Chanate Campus Properties in response to the Chanate Repurposing/Redevelopment Request for Proposals.
  - A. Approve the solicitation award selection of William Gallaher as the Developer in Response to the Chanate Repurposing/Redevelopment Request for Proposals. (Majority)
  - B. Approve the Exclusive Negotiating Agreement with William Gallaher as the Selected Developer of the Sonoma County Chanate Campus. (Majority)

C. Adopt a Resolution authorizing budgetary adjustments to the Final 2016-17 Capital Budget for the General Services Department, in the amount of \$50,000, receiving revenue from William Gallaher to be used to offset costs of negotiating the final Development and Disposition Agreement. (4/5ths vote required)

#### Presenters:

Caroline Judy, Director, General Services Toni Holland, Senior Capital Projects Manager, General Services

#### 3:17 P.M. Public comment opened

#### Speakers:

Tracy Weitzenberg

Evelyn Anderson

Frank Baumguard

Sandy Stoddard

Gregory Fearon

Mark Epstein

Kelly McMannus

Karen Kellam

Stacy Carr & Chris Knepper

Nathan Garrett

Daniel Sanchez

**Brian Ling** 

John Bly

Tom Brown

Jim Barnes

Adrienne Lawby

Jan Bolt

Jeremy Nichols

Susan Keller

Jack Buckhorn

Heidi Prottas

John Lowry

Mousa Abbasi

Larry Florin

Georgia Berland

Kamran Shallhosseini

Thomas Ells

Anita Lafovette

**Duane Dewitt** 

Rick Theis

Leslie T?

Betsy Rawell

#### 4:16 P.M. Public comment closed

#### <u>Item Materials</u>

Board action: Approved as Recommended

AYES: Gorin, Rabbitt, Zane, Gore

**ABSTAIN: Hopkins** 

#### 30. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA (continued)

No additional public comment was made.

#### 33. ADJOURNMENT

4:56 P.M. The Board adjourned the meeting in the memory of Iraj Soltano, Rodger Cushing Warnecke, Patrick Hogan, Doris Dickenson, John Abrahams and Elizabeth Basile. The meeting adjourned to the closed session meeting of Tuesday, February 14, 2017.

5:00 P.M.

The meeting reconvened to review item 32, Acts and Determinations.

32. 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)

#### **Acts and Determinations**

5:01 P.M. The Board meeting was re-adjourned.

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

<u>TUESDAY</u> <u>FEBRUARY 14, 2017</u> <u>11:00 A.M.</u>

Susan Gorin First District Sheryl Bratton County Administrator
David Rabbitt Second District Bruce Goldstein County Counsel
Shirles Zana
Third District

Shirlee Zane Third District
James Gore Fourth District
Lynda Hopkins Fifth District

#### 11:03 A.M. CALL TO ORDER

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

#### PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA (Items may be added or withdrawn from the agenda consistent with State law)

Item 1A was added to the agenda as an addendum.

II. CONSENT CALENDAR

#### COUNTY ADMINISTRATOR/FIRE AND EMERGENCY SERVICES

1A. Adopt a Resolution Ratifying the Proclamation of Local Emergency due to the Winter Storm Event made by the County Administrator/Director of Emergency Services on February 10, 2017, requesting the Governor combine this proclamation with his previous proclaimed Statewide emergency of January 23, 2017, and approving a waiver of permit fees for repair work related to this Winter Storm event.

#### Item Materials

11:05 A.M. Public Comment Opened

Public Speaker: Colleen Fernald

11:08 A.M. Public Comment Closed

11:11 A.M. The Board requested a letter of thanks be drafted for Senator Mike McGuire for involvement in the 2017 Flood.

Board Action: Approved as recommended UNANIMOUS VOTE Approved by Resolution 17-0074

#### III. BOARD MEMBER ANNOUNCEMENTS

11:12 A.M. - None.

#### IV. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA

11:24 A.M. Public Comment Opened

Public Speakers:

John Jenkel Colleen Fernald Roseanne Snyder Richard Hannon

11:36 A.M Public Comment Closed

#### V. PUBLIC COMMENT ON MATTERS LISTED ON THE AGENDA (Government Code Section 54954.3(a))

11:36 A.M. Public Comment Opened

Public Speakers:

None

11:36 A.M. Public Comment Closed

#### VI. CLOSED SESSION CALENDAR

1. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – County Administrator. (Government Code Section 54957(b)(1)).

No reportable action. Direction was given to counsel and staff.

The Board of Supervisors, the Board Of Commissioners, the Board Of Directors of the Water Agency, Board Of Directors Of The In Home Support Services Public Authority And The Board Of Directors Of The Agricultural Preservation And Open Space District will consider the following in closed session: Conference with Labor Negotiators: Agency Negotiators: Christina Cramer, County of Sonoma and Rick Bolanos, Liebert Cassidy & Whitmore. (Government Code section 54957).

No reportable action. Direction was given to counsel and staff.

3. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – County of Sonoma v. Ben Philip Diaz Cannon, SCV 259605. Government Code Section 54956.9(d)(1).

No reportable action. Direction was given to counsel and staff.

 The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – County of Sonoma v. Valley of the Mountains, LLC.; Val-Des-Monts, Inc.; Cherry Creek Diversified, LLC, et al.; SCV 259518. Government Code Section 54956.9(d)(1).

No reportable action. Direction was given to counsel and staff.

5. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – County of Sonoma v. George Goulart, SCV 245028. Government Code Section 54956.9(d)(1).

No reportable action. Direction was given to counsel and staff.

The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Pepper Lane
 Neighbors For Environmental Protection v. County of Sonoma, SCV 259297. Government Code Section 54956.9(d)(1).

No reportable action. Direction was given to counsel and staff.

7. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – New-Old Ways Wholistically Emerging v. Sonoma County Board of Supervisors, and Real Parties Cornell Farms, LLC, SCV 252985. Government Code Section 54956.9(d)(1).

No reportable action. Direction was given to counsel and staff.

8. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Watertrough Children's Alliance v. County of Sonoma, Agricultural Commissioner of Sonoma County and Real Party Paul Hobbs Winery, L.P., SCV 254679. Government Code Section 54956.9(d)(1).

No reportable action. Direction was given to counsel and staff.

9. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Friends of the Gualala River, Center for Biological Diversity, Sierra Club v. County of Sonoma, Agricultural Commissioner of Sonoma County and Real Parties Ronald Ohlson, Ernest Ohlson, d.b.a. Ohlson Ranch, SCV 255465. Government Code Section 54956.9(d)(1).

No reportable action. Direction was given to counsel and staff.

10. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Coastal Hills Rural Preservation v. County of Sonoma, Sonoma County Board of Supervisors, Sonoma County Permit and Resource Management Department and Real Parties Jack Petranker, et al., SCV 255694. Government Code Section 54956.9(d)(1).

No reportable action. Direction was given to counsel and staff.

#### VII. RECONVENE FROM CLOSED SESSION

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

11. Report on Closed Session.

3:55 P.M. County Counsel Bruce Goldstein reported on Closed Session Items 1 through 10.

#### VIII. ADJOURN

3:55 P.M. The Board adjourned in the memory of William "Bill" McDonald.

The meeting was adjourned to Tuesday, February 21, 2017 at 10:00 A.M.

Respectfully submitted,

Darin Bartow, Interim Chief Deputy Clerk of the Board

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

<u>TUESDAY</u> <u>FEBRUARY 21, 2017</u> <u>10:00 A.M.</u>

Susan Gorin First District Sheryl Bratton County Administrator
David Rabbitt Second District Bruce Goldstein County Counsel
Shirlee Zane Third District

Shirlee Zane Third District
James Gore Fourth District
Lynda Hopkins Fifth District

#### 10:00 A.M. CALL TO ORDER

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

#### PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA (Items may be added or withdrawn from the agenda consistent with State law)

Item #2 was removed from the agenda.

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.

#### Item Materials

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

Approved by Resolution 17-0075

#### **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.

Item #2 was removed from the agenda.

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)

#### **Item Materials**

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0076

#### AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

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

#### **Item Materials**

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

- 5. <u>Agreement between the Auditor-Controller-Treasurer-Tax Collector and The Data Center for producing and mailing annual property tax statements.</u>
  - 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.

#### **Item Materials**

Board action: Approved as Recommended

UNANIMOUS VOTE

#### **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)

Summary Resolution

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

Approved by Resolution 17-0077

#### **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.

Summary Resolution Attachment

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

Approved by Resolution 17-0078

#### **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.

#### Item Materials

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

Approved by Resolution 17-0079

- 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.

Summary Attachment 1 Attachment 2

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0080

#### **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.

Summary Resolution

Board action: Approved as Recommended

UNANIMOUS VOTE

#### **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)

Item Materials
Attachment

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

Approved by Resolution 17-0082 and 17-0083

#### **ECONOMIC DEVELOPMENT BOARD**

12. <u>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).</u>

Summary Attachment

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

#### **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.

#### **Item Materials**

Board action: Approved as Recommended

UNANIMOUS VOTE

## 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.

#### Item Materials

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

Approved by Resolution 17-0084

#### 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.

#### **Item Materials**

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

Approved by Resolution 17-0085

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)

Summary Resolution Attachment 1 Attachment 2

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

Approved by Resolution 17-0086

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)

#### **Item Materials**

Board action: Approved as Recommended UNANIMOUS VOTE Approved by Resolution 17-0087

#### 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.

Summary Attachment

Board action: Approved as Recommended UNANIMOUS VOTE

#### **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)

#### **Item Materials**

Board action: Approved as Recommended UNANIMOUS VOTE Approved by Resolution 17-0088

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)

#### **Item Materials**

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

Approved by Resolution 17-0089

#### 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)

#### Item Materials

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

Approved by Resolution 17-0090

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)

#### **Item Materials**

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

#### **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)

#### **Summary**

Board action: Approved as Recommended

UNANIMOUS VOTE

24. <u>Appoint Brandon Stewart to the Sonoma County Veterans Memorial Building Advisory Committee, representing the</u> 2nd District, for a term of 2 years beginning February 21, 2017 and ending February 20, 2019. (Second District)

#### **Summary**

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

 Appoint Matthew Lars Jensen to the Mental Health Board for a term of three years, ending December 31, 2019. (Third District)

#### **Summary**

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

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)

#### **Summary**

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

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)

#### **Summary**

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

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)

#### **Summary**

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

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)

#### **Summary**

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

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)

#### **Summary**

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

#### 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)

Summary Resolution

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0091

32. Adopt a Gold Resolution honoring Majorie Davis upon her retirement from Fawn Rescue. (First District)

Summary Resolution

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

Approved by Resolution 17-0092

33. Adopt a Gold Resolution congratulating Peter Hansen on being named Sonoma's Treasure Artist of 2017. (First District)

Summary Resolution

Board action: Approved as Recommended

**UNANIMOUS VOTE** 

Approved by Resolution 17-0093

10:24 A.M. Consent Calendar Public Comment Opened

Public Speakers:

Alan Moody

**Duane Dewitt** 

Annette Elder

Thomas Ellis

10:36 A.M. Consent Calendar Public Comment Closed

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)

Item Materials
PowerPoint

10:38 A.M.

Presenters:

Sheri Emerson, Stewardship Manager, Agricultural Preserve and Open Space District Elizabeth Tyree, Grants Program Manager, Regional Parks Jason Lucas, Detective Sergeant, Sheriff's Office

11:07A.M. Public Comment Opened

Public Speakers:

None

11:07 A.M. Public Comment Closed

Board Action: Approved as Recommended UNANIMOUS VOTE Approved by Resolution 17-0094

#### AGRICULTURAL PRESERVATION 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)

**Item Materials** 

#### **PowerPoint**

11:10 A.M.

Presenters:

Bill Keene, General Manager, Agricultural Preserve and Open Space District Misti Arias, Acquisition Program Manager, Agricultural Preserve and Open Space District Sara Press, Land Acquisition Associate, Agricultural and Open Space District

11:34 A.M. Public Comment Opened

Public Speakers: Dave Lewers Ariel Patashnik Bob Anderson

11:42 A.M. Public Comment Closed

Board Action: Approved as Recommended UNANIMOUS VOTE Approved by Resolution 17-0095

#### 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)

Item Materials
PowerPoint

11:58 A.M.

Presenters:

Bill Keene, General Manager, Agricultural Preserve and Open Space District Kim Batchelder, Natural Resource Planner, Agricultural Preserve and Open Space District Carol Hart, Director, Regional Parks

12:30 P.M. Public Comment Opened

Public Speakers: Britany Jensen Duane Dewitt

12:35 P.M. Public Comment Closed

Board Action: Approved as Recommended UNANIMOUS VOTE Approved by Resolution 17-0096

#### 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)

Item Materials
Attachment 4
PowerPoint

12:35 P.M.

Presenters:

Jim Leddy, Special Projects Director, Community Development Commission Holly Trujillo, Senior Community Development Specialist, Community Development Commission

12:49 P.M. Public Comment Opened

Public Speaker: Duane Dewitt

12:52 P.M. Public Comment Closed

Board Action: Approved as Recommended UNANIMOUS VOTE

#### **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.

#### **Item Materials**

12:53 P.M.

Presenters:

Rebecca Wachsberg, Deputy County Administrator Sita Kuteira, Administrative Analyst Alegria De La Cruz, Deputy County Counsel

1:23 P.M. Public Comment Opened

Public Speakers: Susan Lamont Michael Hilbur Susan McDonough Chris Grabill Richard Coshnear David Salm Bernice Espiinosa Canini Herman J. Hernandez Anne Bennett

1:52 P.M. Public Comment Closed

Board Action: Approved as Recommended UNANIMOUS VOTE

#### 39. PUBLIC COMMENT ON CLOSED SESSION ITEMS

2:27 P.M. Public Comment Opened

Public Speaker: Michael Hilbur

2:28 P.M. Public Comment Closed

#### 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).

Direction was given to staff.

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)).

Item continued to next meeting.

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)).

No reportable action. Direction give to counsel and staff.

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)).

Item continued to next meeting.

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)).

No reportable action. Direction give to counsel and staff.

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)).

No reportable action. Direction give to counsel and staff.

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)).

No reportable action. Direction give to counsel and staff.

- V. REGULAR AFTERNOON CALENDAR
- 47. RECONVENE FROM CLOSED SESSION
- 48. REPORT ON CLOSED SESSION
- 3:26 P.M. County Counsel Bruce Goldstein reported on Closed Session Items 40 through 46.
- VI. BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS

Supervisor Gorin reported attendance at the March 16, 2017 BCDC meeting where a discussion was held concerning the impact of bay level rise on Hwy. 37.

Supervisor Gore attended a Farmer's Guild and Calves raising and also the Lake Sonoma Steelhead Festival.

Supervisor Hopkins reported attendance at the Farmer's Guild Raising and the Northbay Broadband Consortium meeting when Internet Now Act was discussed.

Supervisor Rabbitt advised that he had attended a Smart Board meeting, Ag Tourism Summit held in Petaluma and ABAG Executive Board meeting when the merger of ABAG and MTC were discussed.

Supervisor Zane reported that she attended the Upstream Investment Policy Committee, Aging Together Steering Committee, met with SRJC President Frank Chong regarding housing homeless students, Smart Board of Directors meeting on February 15, 2017, and the American Airline ribbon cutting at Charles Schultz Sonoma County Airport.

Supervisor Gorin commented on the Waste Management Agency meeting and soliciting proposals for a composting component. Discussion followed.

- VII. 3:37 P.M. PRESENTATIONS/GOLD RESOLUTIONS
- 49. 5:13 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.)

Public Comment Opened

Speakers: Colleen Fernald Roseanne Snyder Richard Hannon John Jenkel

Public Comment Closed

#### TRANSPORTATION AND PUBLIC WORKS

50. 3:38 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)

#### Complete Item

Presenter:

Jon Stout, Airport Manager

3:45 P.M. Public Comment Opened

Speakers:

None

3:45 P.M. Public Comment Closed

#### **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.

**Summary** 

Attachment 1

Attachment 3

Attachment 2

PowerPoint

Presenter:

Nik Klein, County Administrative Analyst

4:37 P.M. Public Comment Opened

Speakers:

Lisa Maldanado

Bob Williamson

Rebecca Jones

Ken Churchhill

Nanchy Watson

Don Tesk

Colleen Fernald

4:59 P.M. Public Comment Closed

Board action:

Approved as recommended by straw vote AYES: RABBITT, GORE, HOPKINS

NOES: GORIN

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)

Board action: Approved as Recommended UNANIMOUS VOTE

53. 5:29 P.M. ADJOURNMENT - The Board was adjourned to March 7, 2017 at 8:30 a.m.



## Clerk of the Board 575 Administration Drive

#### Agenda Item Number: 8

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

Santa	a Rosa, CA 95403					
To:	Board of Superv	visors				
Boar	d Agenda Date:	May 2, 2017	Vote Requirement:	Majority		
Depa	rtment or Agenc	y Name(s): Board of Super	visors			
Staff	Name and Phone	e Number:	Supervisorial District	Supervisorial District(s):		
Supe	rvisor Gore (707)	565-2241	Fourth District	Fourth District		
Title:	Appointment	İ				
Reco	mmended Action	ns:				
	int Rocio Rodrigu and ending May		uman Rights to serve a t	wo year term beginning May 2,		
Execu	utive Summary:					
Discu	ission:					
Prior Board Actions:						
Strat	egic Plan Alignmo	ent Goal 4: Civic Service	es and Engagement			

	Fiscal Summary						
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected				
Budgeted Expens	es						
Additional Appropriation Request	ed						
Total Expenditur	es						
Funding Sources							
General Fund/WA	GF						
State/Fede	ral						
Fees/Oth	er						
Use of Fund Balan	се						
Contingenci	es						
Total Sourc	es						
Narrative Explanation of Fiscal Impacts:							
6.	- ((° 1 1 -						
	affing Impacts						
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	<b>Deletions</b> (Number)				
Position Title	Monthly Salary Range						
Position Title	Monthly Salary Range						
Position Title	Monthly Salary Range (A – I Step)						
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)						
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)						
Position Title (Payroll Classification)  Narrative Explanation of Staffing Impacts (If Re	Monthly Salary Range (A – I Step)						
Position Title (Payroll Classification)  Narrative Explanation of Staffing Impacts (If Re	Monthly Salary Range (A – I Step) equired):						



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:** May 2, 2017 **Vote Requirement:** Majority

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

Staff Name and Phone Number: Supervisorial District(s):

Nathan Quarles 565-1146

**Title:** Board of Building Appeals Re-Appointment - 4 year term

#### **Recommended Actions:**

Board of Building Appeals Re-appointment of Mike Bojanowski, Richard O'Connell, Eric Seabrook, Peter Daly, Randolph Collins, and Jerry Eddinger.

#### **Executive Summary:**

Chapter 7, Section 7-3 of the Sonoma County Code establishes the Board of Building Appeals, thus relieving the Board of Supervisors of the responsibility. The Board of Building Appeals hears and rules matters pertaining to the building code interpretation, fire code interpretation and suitability of alternate materials and types of construction.

The Board of Building Appeals is comprised of seven members qualified by experience and training and are appointed by the Board of Supervisors, and shall consist of at least one of each of the following:

Registered Civil Engineer Licensed Architect Contractor with at least a Class B license

Appeals may be made only by an applicant or owner of the subject property or property contiguous to the subject property via the Appeals Request Form. Appeals must be made within thirty (30) days of the Chief Building Official's decision.

Meetings follow Brown Act and generally Richard's Rules of Order. Appointed members are paid \$25.00 per meeting not to exceed \$50.00 per month. By resolution, the meetings shall be at fixed regular times and places. All decisions made by the Board of Building Appeals shall be made in writing and are final.

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None.

Prior Board Actions:						
Mike Bojanowski, Randolph Collins, Peter Daly and Jerry Eddinger Appointment: 2010, Re-appointment: 2014; Richard O'Connell and Eric Seabrook Appointment: 2012, Re-appointment: 2015						
Strategic Plan Alignment Goal 4: Civic Serv	vices and Engagement					
Fi	scal Summary					
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected			
Budgeted Expens	ses					
Additional Appropriation Request	ted					
Total Expenditu	res					
Funding Sources	1		1			
General Fund/WA	GF					
State/Fede	eral					
Fees/Otl	ner					
Use of Fund Balar	nce					
Contingend	ies					
Total Sources						
Narrative Explanation of Fiscal Impacts:						
None						
	affing Impacts					
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	<b>Deletions</b> (Number)			
Narrative Explanation of Staffing Impacts (If R	tequired):					
None.						
Attachments:						
None.						

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



Summary Rep

**Agenda Item Number: 10** 

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

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

**To:** Board of Supervisors

**Board Agenda Date:** May 2, 2017 **Vote Requirement:** Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number: Supervisorial District(s):

Nick Honey 565-4343 All

**Title:** Foster Parent Recognition Month

#### **Recommended Actions:**

Adopt Gold Resolution declaring May 2017 Foster Parent Recognition Month in Sonoma County

#### **Executive Summary:**

The month of May has been designated as National Foster Parent Recognition Month. The Human Services Department is honored to recognize all caregivers who have taken on the invaluable role of caring for our community's infants, children, and teens who have been removed from their homes due to abuse or neglect.

#### **Discussion:**

In January of this year, 59 County-licensed foster homes in Sonoma County had 55 children placed in their care. Certified Foster Family Agency homes had 94 children in their care. 125 approved relatives and non-related extended family members provided 175 children with nurturing homes. An additional 63 children were adopted in 2016. The Resource Family Approval (RFA) program was started in January as a statewide initiative to ensure that all caregivers, including foster, adoptive, relative, and non-related extended family; are assessed, trained, and approved through the same process.

Quality parenting is the most important intervention that can be provided to children who cannot safely stay at home. Foster families, along with relative and non-related extended family caregivers, share their homes to nurture infants, children and teens while their parent(s) are working to reunify with them. These children become part of the family for as long as they need out of home care. When children cannot be returned home safely, caregivers can provide permanency, including adoption. Foster parenting requires patience, dedication, flexibility, and a sense of humor. A foster parent's work is difficult and challenging, but their dedication has changed the lives of many in our community. This can mean late nights consoling a child who has nightmares, or spending countless hours at the hospital with a sick baby. It also means the joy of hearing a child's laughter, being there for a child's graduation, and lots of hugs.

The implementation of the Continuum of Care Reform AB403 has created a need to expand the pool of caring families. To that end the Family, Youth & Children's Division, in partnership with the Family Finding Collaboration has kicked off a dynamic public campaign to raise community awareness of the urgent need for foster and adoptive families including relative caregivers. The Family Finding Collaboration includes TLC Children's Services, Alternative Family Services, and Lilliput Children's Services. The partnership offers a coordinated response to recruiting more families as well as strengthening training and support programs for current families. The Collaboration also understands the important role that relative caregivers play in caring for children. With the expertise of Lilliput, we are building support programs that address these unique needs and circumstances. This has included the development of the Kinship Center and the emergency support program that provides bedding, furniture and other basic needs to assist relatives who take in children on a moment's notice.

Human Services Department staff is humbled by the generosity of community members who are willing to take on the very important role of opening their homes to care for 391 Sonoma County children and youth. HSD is grateful to all of the caregivers for the compassionate care they provide to our community's most vulnerable children.

#### **Prior Board Actions:**

May 3, 2016; May 5, 2015; May 6, 2014: Each year the Board of Supervisors has expressed appreciation for the outstanding contributions caregivers make in caring for dependent children by declaring the month of May Foster Parent Recognition Month in Sonoma County.

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

Foster parents are important members of the child protection community. By recognizing foster parents at the Board of Supervisors, the county honors their service and expresses appreciation for their engagement in the community to improve the lives of children who have been abused or neglected.

Fise	cal Summary		
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expense	es		
Additional Appropriation Requeste	ed		
Total Expenditure	es	0	0 0
Funding Sources			
General Fund/WA G	iF		
State/Feder	al		
Fees/Othe	er		
Use of Fund Balanc	ce		
Contingencie	es		
Total Source	es	0	0 0
Narrative Explanation of Fiscal Impacts:			
None	ffing Impacts		
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	<b>Deletions</b> (Number)
Narrative Explanation of Staffing Impacts (If Re	equired):		
None			
Attachments:			
Resolution			
Related Items "On File" with the Clerk of the B	oard:		
None			



				Item Nu	ımber:				
Date:	May 2, 2017	,	Re	solution Nu	ımber:				
					4/	5 Vote Required			
Re	Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,								
110		· ·		-	-	-			
	Declarin	g May 2017 Foster	Parent Recogni	tion Mont	n in Sonom	a County			
	-	ach year foster, ado n in caring for deper	•	_	ers make an	outstanding			
	Whereas, over 390 children throughout Sonoma County are provided services through the foster care system, and;								
	Whereas, many of these caregivers make a commitment to a lifelong relationship through adoptions, and;								
		nildren who cannot ment of caring fam		irth familie	es require th	ne skill, nurturing,			
	· •	ublic and private ag gnition events duri	_		te of Califor	nia sponsor Foster			
	<b>Now, Therefore, Be It Resolved</b> that the Sonoma County Board of Supervisors does hereby express their appreciation to the foster, adoptive, and relative caregivers of Sonoma County by proclaiming the month of May 2017 as Foster Parent Recognition Month in Sonoma County.								
Super	Supervisors:								
Gorin:	:	Rabbitt:	Gore:	Hopki	ns:	Zane:			
Ау	/es:	Noes:	A	lbsent:		Abstain:			
				So Or	dered.				



Summary Re

Agenda Item Number: 11

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

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

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

**Board Agenda Date:** May 2, 2017 **Vote Requirement:** Majority

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

**Staff Name and Phone Number:** 

Kim Seamans, Human Services Department, 707-565-2198

Anthony Taylor, Department of Health Services, 707-565-6624

Supervisorial District(s):

Countywide

Title: CalFresh Awareness Month

#### **Recommended Actions:**

Adopt a resolution declaring May 2017 to be CalFresh Awareness Month in Sonoma County

#### **Executive Summary:**

The California Department of Social Services encourages counties to emphasize the benefits of the federal Supplemental Nutrition Assistance Program (SNAP) by hosting a CalFresh Awareness Month in May 2017.

#### Discussion:

The designation of May 2017 to be CalFresh Awareness Month for the first time in Sonoma County is a collaborative effort across Sonoma County to highlight the benefits of the federal Supplemental Nutrition Assistance Program (SNAP) to increase access and participation in food assistance, to reduce hunger, and to promote good nutrition and physical activity. The California Department of Social Services, as well as counties throughout the state, have celebrated May as CalFresh Awareness month in California for the past several years.

In Sonoma County, there are three components of SNAP: CalFresh benefits, SNAP education (SNAP-Ed), and CalFresh vendors. While CalFresh vendor enrollment and oversight is coordinated by the State of California, various County and non-profit organizations coordinate CalFresh benefits and/or SNAP-Ed efforts in Sonoma County, including the Human Services Department, the Department of Health Services, Catholic Charities, Petaluma Bounty, Redwood Community Healthcare Coalition, Redwood Empire Food Bank, and 211Sonoma. Among other efforts, this partnership seeks to raise awareness and improve utilization of CalFresh benefits in Sonoma County.

CalFresh benefits are critical to healthy nutrition for many families. CalFresh benefits supplement household food budgets, allowing families to put healthy and nutritious food on the table. In Sonoma County there are 31,000 people receiving CalFresh. This number has been slowly trending downward over the last year as the local economy and employment rate improved. Of these families and individuals:

- 45% are children under 21
- 13% are seniors age 60 and above
- 10% are homeless
- 6% are lawful immigrants
- Average wages for families receiving CalFresh is \$1,184 per month.

CalFresh generates over 6 million dollars annually into Sonoma County's local economy (\$1.79 in economic activity for every \$1 of CalFresh money spent). This helps local farmers markets and Community Supported agriculture and grocers sustain jobs in our community.

Sonoma County's SNAP-Ed program seeks to improve the likelihood that persons eligible for CalFresh will make healthy food and physical activity choices within a limited budget consistent with the current *Dietary Guidelines for Americans* and *Physical Activity Guidelines for Americans*. Sonoma County's SNAP-Ed program focuses on preventing nutrition and activity-related chronic diseases and improving food security among persons eligible for CalFresh by:

- Supporting low resourced schools to develop and implement school wellness policies and programs to support improved nutrition and physical activity behaviors among students, parents, and teachers.
- Provide nutrition education to children, their families and community members as well as vulnerable populations, such as seniors, homeless, and migrants.
- Increase access to and promotion of healthy foods and beverages, including fresh produce, at neighborhood retail stores, alternative food sites (such as farmers' markets, community gardens or farm stands), senior centers and public housing facilities, and emergency food sites (such as food pantries) through adopted and implemented policy and physical site changes.

The Human Services Department and the Department of Health Services partner with community organizations and agencies to provide outreach, education, or enrollment services throughout Sonoma County. Collaboration is central to reaching out to the communities where the need is greatest.

The following activities will take place during CalFresh Awareness Month:

- Fresh fruit cart in Human Services Department lobbies throughout the month.
- Nutrition education classes at Sonoma County Libraries in Cloverdale, Guerneville, Healdsburg, Rincon Valley, Rohnert Park, Santa Rosa (in Roseland and Downtown), Sonoma Valley, and Windsor.
- Redwood Community Healthcare Coalition outreach presence at the Santa Rosa Junior College Day Under the Oaks event on May 7, 2017.
- Farmers Market L.I.F.E (Local Incentive for Food and Economy) market match program for CalFresh customers increased to a maximum of \$20 at all participating Farmers Markets for the month of May.

Prior Board Actions:						
None						
Strategic Plan Alignment	Goal 4: Civic Ser	vices	and Engagement			
	To publically recognize the benefits of the federal Supplemental Nutrition Assistance Program (SNAP) and CalFresh in Sonoma County.					
	Fi	scal	Summary			
Expenditures			FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected	
	Budgeted Expen	ses				
Additional App	opriation Reques	ted				
	Total Expenditu	res	C	0	0	
Funding Sources		'				
	General Fund/WA	GF				
	State/Fede	eral				
	Fees/Ot	her				
	Use of Fund Balar	nce				
	Contingend	cies				
	Total Sour	ces	C	0	0	
Narrative Explanation of Fis	cal Impacts:					
None						
	S	taffir	ng Impacts			
Position Title (Payroll Classifica		Monthly Salary Range (A – I Step)		Additions (Number)	<b>Deletions</b> (Number)	
Narrative Explanation of Sta	ffing Impacts (If F	Requ	ired):			
None						
Attachments:						
Resolution						
Related Items "On File" with	the Clerk of the	Boar	d:			
None						



Date: May 2, 2017	Item Number: Resolution Number:
	4/5 Vote Required

## Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Declaring May 2017 as CalFresh Awareness Month

**Whereas,** Access to safe, nutritious, and culturally acceptable food is a basic human right and is essential to human health; and

**Whereas,** Food security is a state in which all persons obtain a nutritionally adequate, culturally acceptable diet at all times through local non-emergency sources; and

Whereas, Food security is the foundation of a strong and healthy community; and

**Whereas,** Food insecurity results in poor nutritional intake, unhealthy eating behaviors that persist sometimes for decades after the food insecurity experience, and is associate with poor health outcomes in all populations and higher health care costs; and

**Whereas,** a robust CalFresh program (known nationally as SNAP, the Supplemental Nutrition Assistance Program) is critical to providing financial resources for food to thousands of Sonoma County residents.

**Whereas,** a robust SNAP nutrition education program (SNAP-Ed) is critical to improve the likelihood that persons eligible for CalFresh will make healthy food and physical activity choices within a limited budget consistent with the current *Dietary Guidelines* for Americans and Physical Activity Guidelines for Americans.

**Whereas,** The average household on CalFresh in Sonoma County receives approximately \$206 per month for groceries; and CalFresh is provided on an electronic benefit card that can be used in grocery stores, supermarkets, and Sonoma County farmers markets; and

**Whereas,** CalFresh spurs the local economy because each CalFresh benefit dollar generates \$1.79 as an economic multiplier bringing in \$6 million in associated economic activity; and

				So Ordered.				
Ау	es:	Noes:		Absent:	Abstain:			
Gorin:		Rabbitt:	Gore:	Hopkins:	Zane:			
Superv	visors:							
	programs.							
	<b>Now, Therefore, Be It Resolved</b> that the Sonoma County Board of Supervisors proclaims May 2017 CalFresh Awareness Month and urges all community members to support efforts to increase awareness of and participation in the CalFresh and SNAP-Ed							
	Whereas, Community partners, county departments, and local leaders all have a role to play in furthering awareness about CalFresh and promoting this critical program.							
	Whereas, A key opportunity for increasing participation is conducting targeted outreach to people who are likely eligible.							
	<b>Whereas,</b> Approximately 31,271 individuals in Sonoma County receive CalFresh, yet more may be eligible but are not enrolled in CalFresh; and							
Date: Page 2								

Resolution #



#### County of Sonoma Agenda Item Summary Report

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

#### Agenda Item Number: 12

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

To: Board of Supervisors of Sonoma County

**Board Agenda Date:** May 2, 2017 **Vote Requirement:** Majority

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

**Staff Name and Phone Number:** 

Supervisor Shirlee Zane, 565-2241;

Barbie Robinson, 565-7876

Supervisorial District(s):

**Title:** Health Care District Month 2017

#### **Recommended Actions:**

Adopt a resolution proclaiming May 2017 as Health Care District Month in Sonoma County.

#### **Executive Summary:**

This item requests that the Board adopt a resolution proclaiming May 2017 as Health Care District Month in Sonoma County. The following six health care districts currently serve Sonoma County: Cloverdale Health Care District, North Sonoma County Healthcare District, Palm Drive Health Care District, Petaluma Health Care District, Sonoma Valley Health Care District, and Coast Life Support District.

#### **Discussion:**

Shortly after the end of World War II, California faced a severe shortage of hospital beds. Many of the more rural and undeveloped areas of the state had almost no access to basic hospital and health care services. To respond to the inadequacy of acute care services in the non-urban areas of the state, the California legislature enacted the Local Hospital District Law in 1945 (§ 32000 et seq. of the Health and Safety Code). The intent was to give rural, low-income areas without ready access to hospital facilities a source of tax dollars that could be used to construct and operate community hospitals and health care institutions, and, in medically underserved areas, to recruit physicians and support their practices (e.g., subsidies, office space, and equipment).

The Local Hospital District Law allowed communities to create a new governmental entity, independent of local and county jurisdictions that had the power to impose property taxes, enter into contracts, purchase property, and exercise the power of eminent domain, issue debt, hire staff, and so forth. Typically, the process of creating a hospital district began with a group of citizens in a community or cluster of communities identifying the need for improved access to medical care. Boundaries for a proposed hospital district were usually based on the distance between the communities and the closest available acute care hospital services. Community leaders organized grassroots campaigns to gather

support from the majority of residents in a designated area. That designated area could be within a county, near another underserved area in the county (districts do not need to encompass contiguous areas), or could overlap two counties. In fact, a few of the current health care districts, such as Coast Life Support District, do cross county boundaries.

The first hospital districts were formed in 1946, with several more districts being formed in the late 1940s, and associated hospitals beginning to open in the early 1950s. In 1951, in a response to the needs of these new districts, a new trade organization, the Association of California Healthcare Districts, was formed. Association of California Healthcare Districts' objective was to educate new hospital board members and provide a statewide forum for legislative advocacy. Today that group represents 66 of the 85 health care and hospital districts, both large and small, throughout the state.

Currently, California's 78 health care districts can be found throughout the state, in both urban and rural settings and offering a variety of services including community grant making, chronic disease management education, senior services, ambulance services, primary care clinics, dental clinics, nutritional counseling, physical education, long term care/skilled nursing, senior housing and acute hospital care. In many instances, health care districts are the sole source of health care in the community; serving as an integral part of the safety net for the state's uninsured/underinsured. In 1994, in recognition of the rapidly expanding role of hospital districts, the state legislature broadened the scope of activity of the districts and renamed the statute to its current reference, Local Health Care District Law.

The following six health care districts currently serve Sonoma County:

#### **Cloverdale Health Care District**

The Cloverdale Health Care District is a local government entity, formed in 1958 by a vote of the greater Cloverdale area. The district provides emergency ambulance service to an 85 square mile response area, responding to over 900 calls for service per year. The Cloverdale Health Care District ambulance provides the only paramedic level patient care in Northern Sonoma County and also provides services to parts of Southern Mendocino County. These services include pre-hospital critical care with transport to local and specialty hospitals based on the patient's care requirements. The district's team approach between their agency, other local responder agencies, and specialty hospitals allows them to diagnose and treat heart attack, stroke, and trauma patients at the scene and obtain appropriate services in a timely fashion to save lives and ensure quality of life. The district's focus is to provide essential services to a medically underserved area and to work in cooperation with and to help facilitate care among limited local services.

#### **North Sonoma County Healthcare District**

North Sonoma County Healthcare District, located in Healdsburg, was formed in 2001 and has operated the Healdsburg District Hospital (founded in 1905) since 2002. The North Sonoma County Healthcare District is mainly comprised of Windsor, Healdsburg, Geyserville, Cloverdale, and the surrounding areas, totaling approximately 60,000 residents. The hospital currently serves over 10,000 patients a year.

#### **Palm Drive Health Care District**

Palm Drive Health Care District, located in Sebastopol, was formed in April 2000. The district operates Sonoma West Medical Center, a 25-bed community hospital, which include a physician-staffed around-the-clock emergency department with an operating room, critical care, and medical surgical unit. The hospital has active research related to Alzheimer's and provides telemedicine services. The district

partners with West County Health Centers to provide additional in-home support services in the Russian River Community, more complex wound care at West County Health Centers, facilitation of the Health Action Group for the Russian River Area, and an increase in West County Health Centers hours to weekends and evenings. The district serves approximately 50,000 people who live in western Sonoma County, including the communities of Sebastopol, Graton, Forestville, Bodega Bay, Carmet, Salmon Creek, Jenner, Duncan's Mills, Guerneville, Occidental, Freestone, Rio Nido, Monte Rio, Guernewood Park, Summerhome, and Mirabel Park.

#### **Petaluma Health Care District**

The Petaluma Health Care District was established in 1946 and works to improve the health and well-being of Southern Sonoma county residents through leadership, advocacy, support, partnerships and education. Petaluma Health Care District owns Petaluma Valley Hospital and leases hospital operations to St. Joseph's Health, ensuring access to local quality acute and emergency hospital services benefitting the community. Petaluma Health Care District serves as a community leader and local Health Action Chapter to support a countywide effort to make Sonoma County the healthiest county in California by 2020, which includes identifying community health priorities and addressing the social determinants of health, inequities, and disparities that exist and impact the well-being of the community. Petaluma Health Care District's efforts in improving the health and well-being of the people of Southern Sonoma County led to their being named 2015 Health Care District of the Year by the Association of California Healthcare Districts and also to being recognized as a HeartSafe Community.

#### **Sonoma Valley Health Care District**

The Sonoma Valley Health Care District was formed in 1946 and this year celebrates its 70<sup>th</sup> anniversary. Its mission is to maintain, improve, and restore the health of everyone in the community. The District operates Sonoma Valley Hospital, a 75-bed, full-service acute care hospital, located in the heart of the city of Sonoma and serving the 40,000 residents of the Sonoma Valley. The Hospital provides a broad range of health care services, with medical treatment extending to all but the most specialized issues. It also has a commitment to wellness, promoting improved health and wellbeing both in the Hospital and the community. Recently, the Hospital was extensively renovated and expanded, adding a new wing with a modern Emergency Department and Surgery Center.

#### **Coast Life Support District**

The Coast Life Support District was formed in 1986 following special California state legislation and a local election to form a new multi-county agency. Coast Life Support District provides emergency medical services, including emergency ambulance and life support services and other health-related services to a specified area within Sonoma and Mendocino Counties. From the center of the district, the closest medical facilities with 24-hour emergency medical care are a minimum of 1.5-2 hours travel time traversing the coast highway. Due to the longest transports in California to tertiary care, district paramedics routinely provide more comprehensive stabilization and in-transport care that the standard protocols of their urban counterparts.

Coast Life Support District's mission is providing and promoting high quality healthcare services, facilities, emergency care and health education to all district residents and visitors. They work collaboratively with their community's Federally Qualified Health Center (one of only four non-hospital facilities designated by the California Emergency Medical Services as an Interim Stabilization and Triage Designation) allowing them to receive ambulance transports. A high percentage of these patients are

treated and released locally, thereby minimizing unnecessary transports, avoiding additional clogging of already impacted emergency rooms, and allowing paramedics to stay in the area to be available for other emergencies.

#### **Prior Board Actions:**

On May 9, 2015 the Board adopted a Gold Resolution Proclaiming May 2015 as Health Care District Month in Sonoma County with special recognition of Petaluma Healthcare District for being named District of the Year by Association of California Healthcare Districts and also acknowledging the Petaluma Healthcare District as a HeartSafe Community.

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

Proclaiming May 2017 as Health Care District Month in Sonoma County serves to improve community awareness of the work and importance of local health care districts.

#### Fiscal Summary - FY 17-18 FY 16-17 FY 17-18 FY 18-19 Adopted **Projected Projected Expenditures 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)	<b>Deletions</b> (Number)		

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

N/A

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



Date: May 2, 2017	Item Number: Resolution Number:	
		4/5 Vote Required

#### Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Proclaiming May 2017 As Health Care District Month In Sonoma County

Whereas, health care districts are public entities that provide community-based health care services to residents throughout California;

Whereas, health care districts were created after World War II to address a shortage of access to acute hospital care for many areas of the state, particularly rural areas of California;

Whereas, health care districts collectively provide a wide range of services, which include acute care, emergency care, skilled nursing and long-term care, community and rural health clinics, ambulance services, adult day care, senior housing and nutritional support, chronic disease management, health education, medical transportation, home health, and hospice;

Whereas, health care districts serving Sonoma County include:

- 1. Cloverdale Health Care District, located in Cloverdale and formed in 1958;
- 2. North Sonoma County Healthcare District, located in Healdsburg and formed in 2001;
- 3. Palm Drive Health Care District, located in Sebastopol and formed in 2000;
- 4. Petaluma Health Care District, located in Petaluma and formed in 1946;
- 5. Sonoma Valley Health Care District, located in Sonoma and formed in 1946;
- 6. Coast Life Support District, located in Gualala and formed in 1986; and

**Whereas,** each health care district is uniquely focused on the specific needs of the community it serves. Health care districts utilize varying revenue streams, workforce sizes, services offered, and geographic locations to cater to the health services most needed by their communities.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma does hereby proclaim May 2017 as Health Care District Month 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: 13**

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

To: Board of Supervisors of Sonoma County

**Board Agenda Date:** May 2, 2017 **Vote Requirement:** Majority

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

Staff Name and Phone Number: Supervisorial District(s):

Barbie Robinson, 565-7876

**Title:** Mental Health Matters Month 2017

#### **Recommended Actions:**

Adopt a resolution proclaiming May 2017 as Mental Health Matters Month in Sonoma County.

#### **Executive Summary:**

The Department of Health Services requests that the Board adopt a resolution proclaiming May 2017 as Mental Health Matters Month in Sonoma County. Since 1949, activities associated with National Mental Health Matters Month have increased the public's awareness of mental health issues. Mental health associations, families, clients, and advocacy groups across the County participate in Mental Health Matters Month activities each year.

#### **Discussion:**

In Sonoma County approximately seven percent of the population lives with a serious mental illness. Each year 20 percent of Sonoma County residents will experience a mental health issue that impacts their ability to function effectively in some area of their life. Through increased outreach efforts and other opportunities during Mental Health Matters Month, Department staff, contract providers, Sonoma County Mental Health Board members, and National Alliance on Mental Illness (NAMI) staff will emphasize the importance and effectiveness of increasing awareness of mental health services and decreasing stigma; promoting peer employment, empowerment, and self-help; integrated mental health and substance use service delivery; and similar principles of recovery in community mental health.

In recognition of Mental Health Awareness Week, the Department of Health Services would like to acknowledge the work of community partners that participated in the recent Cultural Competence Summit XX in Santa Rosa. On March 15 and 16, two community partners contracting with the Department's Behavioral Health Division presented at a statewide behavioral health summit. Behavioral Health Division staff assisted our partners, Latino Service Providers and the Sonoma County Indian Health Project in applying for the Cultural Competence Summit XX as presenters. This Summit focused on highlighting Community Defined Practices used by cultural communities to reduce stigma and to increase access to mental health services and treatment throughout California counties.

The conference, organized by the California Institute for Behavioral Health Solutions and hosted and planned this year by Sonoma County, also featured keynote addresses given by former Congressman Patrick Kennedy of Rhode Island, Kevin Berthia, and Javier Rivera with Positive Images. Upon Patrick Kennedy's retirement from Congress, he founded the Kennedy Forum, which unites the community of mental health, and co-founded One Mind for Research, a global leader in open science collaboration in brain research. Kevin Berthia shared his journey of hope and recovery as a suicide survivor. In 2005, Kevin plotted to take his own life by jumping off the Golden Gate Bridge but it was a first responder's listening ear that eventually brought Kevin to the safe side of the railing. Javier Rivera, the Program Director of Positive Images and LGBTQ+ partner with the Behavioral Health Division, spoke about the work of his organization to provide culturally relevant services to youth.

Two other community partners also funded by the Mental Health Services Act participated in the Summit. Community Baptist Collaborative Reverend Lee Turner gave a blessing and then shared music from their Safe Harbor Project. Sonoma County Indian Health Project worked with local Native American dancers of the Manchester Pt. Arena Band of Pomo Indians to provide a blessing of the food.

Latino Service Providers and Sonoma County Indian Health Project are both funded by the state's Mental Health Services Act (MHSA), which is administered locally by the Department of Health Services. Each contractor recently received over a million dollars from the state for their work reducing disparities for those seeking mental health services and bolstering the local mental health workforce, with a focus on the Latino and California Native American communities in Sonoma County.

Latino Service Providers received funding last year from the California Department of Public Health totaling \$1.18 million over five years. This funding will aid Latino Service Providers in recruiting and training mental health Promotores. These Promotores are launching a community-wide bilingual and Spanish-speaking educational campaign to reduce the stigma surrounding mental health, increase awareness of resources, and encourage workforce development in behavioral health careers. Latino Service Providers is also assisting the County in recruiting and hiring bilingual and bicultural Spanish speaking staff.

Sonoma County Indian Health Project, Inc. received \$1.14 million from the California Department of Public Health for Phase II of the California Reducing Disparities Project. Sonoma County Indian Health Project's Aunties and Uncles Program, a community-defined evidence practice, will provide a community-level suicide prevention and mental health stigma and discrimination reduction with its implementation of the Sonoma County funded model.

The following organizations will be recognized for their work at the Cultural Competence Summit XX 2017: Latino Service Providers, Sonoma County Indian Health Project, Positive Images, Community Baptist Collaborative, and Kawahara and Associates.

In recognition of Mental Health Matters Month, several events are being held throughout the County of Sonoma. Information for these events will be available on the Department's website (http://sonomacounty.ca.gov/Health-Services/).

#### **Prior Board Actions:**

Since 1995, the month of May has annually been proclaimed Mental Health Matters Month in Sonoma County.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community						
Activities associated with Mental Health Matters Month help to increase the public's awareness of mental health issues and the reality of mental illness.						
Fiscal St	Fiscal Summary - FY 17-18					
Expenditures		FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected		
Budgeted Expens	ses					
Additional Appropriation Request	ed					
Total Expenditur	res					
Funding Sources			·			
General Fund/WA	GF					
State/Fede	ral					
Fees/Oth	ner					
Use of Fund Balan						
Contingencies						
Total Source						
Narrative Explanation of Fiscal Impacts:						
There is no fiscal impact associated with this ite	em.					
St	affin	g Impacts				
Position Title (Payroll Classification)	r	Monthly Salary Range (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)		
Narrative Explanation of Staffing Impacts (If R	equi	ired):				
N/A		<u> </u>				
Attachments:						
Resolution						
Related Items "On File" with the Clerk of the E	Boar	d:				
None						



			Item Number	:
Date: May 2	, 2017		Resolution Number	:
				4/5 Vote Required
	n Of The Board Of S laiming May 2017 <i>I</i>	-	•	a, State Of California, Sonoma County
	-	•		order at some point in nesses in our society;
	as, the stigma of most they need and des	•	ves many people of	the quality mental
	<b>as,</b> mental health nects which greatly af	•		llness, but also has broad society;
	<b>as,</b> focusing on mer importance of mer			areness about mental
	as, Sonoma County Iping to improve the	•	•	ally serves over 15,000
nereby proclai encourages all ousinesses, or	m May 2017 as Mei Sonoma County re:	ntal Health Matte sidents, governm nools to work tow	ers Month in Sonom ent agencies, public ard the achievemen	and private institutions, at of comprehensive,
Supervisors:				
Gorin:	Rabbitt:	Gore:	Hopkins:	Zane:
Ayes:	Noe	s:	Absent:	Abstain:
			So Ordered	•



### County of Sonoma Agenda Item Summary Report

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

#### Agenda Item Number: 14

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

- Santa (1854) 57 (55 165					
To: Board of Directors, Sonoma County Water Agency					
Board Agenda Date: May 2, 2017	Vote Requirement: Majority				
Department or Agency Name(s): Sonoma County	Water Agency				
Staff Name and Phone Number:	Supervisorial District(s):				
Director James Gore (707) 565-2241	Fourth District				
Title: Gold Resolution					
Recommended Actions:					
Adopt a Concurrent Gold Resolution Commending Chris DeGabriele					
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:					
Staff	ng Impacts				
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	<b>Deletions</b> (Number)		
Narrative Explanation of Staffing Impacts (If Required):					
Attachments:					
Resolution					
Related Items "On File" with the Clerk of the Board:					

SCH:S:\Agenda\misc\05-02-2017 WA Chris DeGabriele Gold Reso\_summ.docm

CF/0-0-1 General - Correspondence (ID 31)

Date: May 2, 2017	Item Number: Resolution Number:	
		4/5 Vote Required

## Concurrent Resolution Of The Board of Supervisors and The Sonoma County Water Agency Commending Chris DeGabriele For His Service And Dedication

**Whereas,** Chris DeGabriele was hired as the Chief Engineer of the North Marin Water District in 1991 and became General Manager of the District on May 1, 1995; and

**Whereas,** For the past twenty-two years, Chris DeGabriele's performance as General Manager of the North Marin Water District has been exemplary, marked by his expertise, commitment, innovation and service to the Novato, West Marin and regional water supply communities; and

**Whereas,** Since 2006, Chris DeGabriele has provided a leadership role as Chairman of the Technical Advisory Committee (TAC), working closely with staff of the Sonoma County Water Agency and its customers on budgets, projects, and presentations; and

Whereas, Chris DeGabriele's calm, clear communications and leadership style has allowed TAC members to build trust and maintain relationships through multiple challenges, including the issuance of the Russian River Biological Opinion, the abandonment of the Water Supply Project and a multi-year drought; and

Whereas, Chris DeGabriele's integrity and professionalism has assured the Water Advisory Committee (WAC) that recommendations made by the TAC are thoughtfully developed and fully vetted by all members; and

Whereas, Chris DeGabriele was instrumental in forming the award-winning Sonoma-Marin Saving Water Partnership in 2010 recognizing the importance of establishing regional water conservation projects and communicating to the public about these projects; and

**Whereas,** Chris DeGabriele's leadership, wit and kindness will be sorely missed by the Water Agency, the Technical Advisory Committee and the Water Advisory Committee.

Resolut Date: Page 2	tion #					
	<b>Now, Therefore, Be It Resolved</b> That the Board of Directors of the Sonoma County Water Agency hereby expresses its deep appreciation to Chris DeGabriele for his many years of dedication, loyal service and valuable contributions to the Technical Advisory Committee and the Sonoma-Marin Saving Water Partnership; and					
	<b>Be It Further Resolved</b> That the Board of Directors of the Sonoma County Water Agency extends its best wishes to Chris DeGabriele for all his future endeavors and wish him a retirement filled with joy and laughter.					
Supe	rvisors:					
Gorin	ı:	Rabbitt:	Gore:		Hopkins:	Zane:
Α	yes:	Noes:		Abs	ent:	Abstain:
					So Ordered.	
Direc	tors:					

Gore:

Absent:

Gorin:

Ayes:

Rabbitt:

Noes:

Hopkins:

Abstain:

So Ordered.

Zane:



## County of Sonoma Agenda Item

Summary Report

**Agenda Item Number: 15** 

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

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

Janea 1100a) <b>0</b> 71 33 103					
To: Board of Supervisors					
<b>Board Agenda Date:</b> May 2, 2017	Vote Requirement: Majority				
Department or Agency Name(s): Board of Supe	rvisors				
Staff Name and Phone Number:	Supervisorial District(s):				
Supervisor Lynda Hopkins	Fifth District				
Title: Gold Resolution					
Recommended Actions:					
Adopt a resolution honoring Linda Vesco Anderson for over 30 years of Service to the Emergency Medical Care Council on the occasion of her retirement on April 24, 2017. (Fifth District)					
Executive Summary:					
Discussion:					
Prior Board Actions:					
None.					
Strategic Plan Alignment Goal 4: Civic Service	ces and Engagement				

Fiscal Summary					
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected		
Budgeted Expens	es				
Additional Appropriation Request	ed				
Total Expenditur	es				
Funding Sources					
General Fund/WA	GF				
State/Fede	ral				
Fees/Oth	er				
Use of Fund Balan	ce				
Contingenci	es				
Total Sources					
Narrative Explanation of Fiscal Impacts:					
C+-	affing Impacts				
Position Title		Additions	Deletions		
(Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	(Number)		
Narrative Explanation of Staffing Impacts (If R	equired):				
Attachments:					
Related Items "On File" with the Clerk of the Board:					



Date: May 2, 2017	Item Number: Resolution Number:	
		4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing and Honoring Linda Vesco Anderson On Over Thirty Years Of Service To The Emergency Medical Care Council

**Whereas,** Linda Vesco Anderson became a Registered Nurse in 1974 and a Sonoma County emergency room nurse and manager in 1983; and

**Whereas**, in 1987 to 1992 Linda Vesco Anderson worked as a flight nurse on the REACH Helicopter; and

Whereas, she started teaching First Responders and Emergency Medical Technicians at Santa Rosa Junior College in 1984, training thousands of EMT's. Linda conceived, developed and implemented a local paramedic training program at SRJC in 1990. Hundreds of paramedics in Sonoma County and beyond, learned to save lives under her tutelage; and

**Whereas,** recognized as an expert on paramedic training, Linda regularly travels across the country to evaluate and assess paramedic schools who are applying for national accreditation; and

**Whereas,** Linda Vesco Anderson joined the Emergency Medical Care Council in 1984 and began serving as the 5<sup>th</sup> District representative to the EMCC after retiring from the SRJC. In 2012, she was recognized as EMS Educator of the Year.

**Now, Therefore, Be It Resolved** the Board of Supervisors of the County of Sonoma congratulates Linda Vesco Anderson on her 34 years representing the Fifth District on the Emergency Medical Care Committee and is grateful for her continued service to Sonoma County residents.

**Supervisors:** 

Resolution # Date: Page 2					
Gorin:	Rabbitt:	Zane:	Gore:	Carrillo:	
Ayes:	Noes	:	Absent:	Abstain:	
			So Ordered.		



#### County of Sonoma Agenda Item Summary Report

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

#### Agenda Item Number: 16

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

**To:** Board of Supervisors and Board of Commissioners

**Board Agenda Date:** May 2, 2017 **Vote Requirement:** Majority

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

Staff Name and Phone Number: Supervisorial District(s):

John D. Haig, 565-7508 All

**Title:** Funding awards for FY 2017-18 from Community Development Block Grant, HOME Investment

Partnerships, Emergency Solutions Grant, Community Services Fund, Low/Moderate-Income

Housing Asset Fund and Winter Shelter funds

#### **Recommended Actions:**

- A. Approve the One Year Action Plan for FY 2017-18 that contains recommendations, for funding community development, housing and homelessness projects through the U.S. Department of Housing and Urban Development; and approve recommended funding awards for the Community Services Fund, Low-and Moderate-Income Housing Asset Fund, State Emergency Solutions Grant funds, and Winter Shelter funds, as detailed in the attached Supplemental Page.
- B. Authorize the Executive Director to execute forms, certifications, agreements, and otherwise act to award and distribute the funds, as detailed in the attached Supplemental Page.

#### **Executive Summary:**

This Agenda item seeks Board approval of the funding awards recommended by the Community Development Committee for FY 2017-18, to be made from a number of federal, state, and local funding sources to benefit lower income residents. In addition, this item seeks approval of the required U.S. Department of Housing and Urban Development (HUD) One-Year Action Plan for FY 2017-18, which lists all projects that have been recommended for federal funding.

The recommended funding awards address two of the Board's Strategic Priorities: Securing our County's Safety Net and Housing for All.

The federal funds contemplated in this action are contained in the current year federal budget, which is based on a congressional continuing resolution and is expected to remain level. The Community Development Committee did approve contingency plans in the event of a cut, and those plans are included in the Action Plan.

#### Discussion:

The Consolidated Plan and FY 2017-18 Funds Available

The Board of Supervisors approved the Sonoma County Consolidated Plan for the period 2015-2020 on May 5, 2015. The Consolidated Plan is a document required by HUD for jurisdictions receiving funds from the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant programs. The Plan lays out local priorities for the use of federal grant funds to benefit lower-income residents. The Emergency Solutions Grant funds are dedicated to homeless services. HOME funds are dedicated to affordable housing assistance programs. CDBG funds can be used for a wide variety of purposes to benefit low-income communities, households, and individuals. Fifteen percent of CDBG can be set aside for "public services" and used to provide operational grants for non-profit agencies (for example, the operating costs of a transitional housing property). The balance of CDBG funds, after an allowance for general administration costs, must be allocated to capital projects or economic development purposes. The use of these combined funds closely aligns with the Board's strategic priorities of *Securing our County's Safety Net* and *Housing for All*.

The State of California also receives an allocation of federal Emergency Solutions Grant funds, managed by the California Department of Housing and Community Development. In addition, the State has made non-federal funds available for this program and has designated the Community Development Commission to administer both federal and state Emergency Solutions Grant program dollars. These funds were included in the annual funding competition for the first time this year. The formula the State uses to distribute these funds changed last year, resulting in a significant cut in funding available to Sonoma County. In the current year County budget, your Board "backfilled" this cut with an \$847,000 allocation of Reinvestment and Revitalization funds, and has actively advocated with the State for a restoration of funding. The Commission is not recommending a similar allocation in the FY 2018 budget request.

In addition to the federal and state sources, the Commission process included local sources projected to be available in the fiscal year beginning July 1, 2017. These, of course, are subject to Board adoption of the Commission's requested budget amounts.

	Community	Rapid Re-Housing & Homelessness		
	Services Fund	Prevention	Winter Shelters	TOTAL
General Fund	\$520,000			\$520,000
Reinvestment & Revitalization*	\$200,000		\$150,000	\$350,000
Transient Occupancy Tax			\$125,000	\$125,000
Low-Mod Income Housing Asset Fund		\$250,000		\$250,000
TOTAL	\$720,000	\$250,000	\$275,000	\$1,245,000

<sup>\*</sup>There is an additional \$550,000 in Reinvestment & Revitalization funds proposed in the FY 2017-18 budget to be allocated in separate processes.

<u>Low- and Moderate-Income Housing Asset Fund</u> represents income from former redevelopment housing assets, such as proceeds of property sales and loan repayments to the Redevelopment successor agency. Per revised Redevelopment law, the Funding Policies revised by your Board on October 18, 2016 provide that up to \$250,000 per fiscal year may be allocated for rapid re-housing and homelessness prevention services through the annual competitive process

#### Federal Budget

In recent years, final allocation amounts for CDBG, HOME and Emergency Solutions Grant funds have been announced well before the Commission has brought recommendations to the Board for approval. Unusually, this year HUD has not yet notified Sonoma County or the State of its allocations of FY 2017-18 CDBG, HOME, and Emergency Solutions Grant funds. The federal government is operating under a continuing resolution through April 28, 2017. Final allocations cannot be announced until appropriations bills are passed.

Following HUD guidance, the Commission has assumed funding levels consistent with last year for the purpose of making award recommendations and has also included contingency provisions in the Action Plan. Board approval of these contingency provisions will allow the Commission to proceed efficiently with the submission of the Action Plan to HUD as soon as federal CDBG, HOME, and Emergency Solutions Grant allocations are published and final award amounts are determined. Contingency provisions vary across the different funding categories. Overall, proposed adjustments spread any increase or decrease in funding fairly across all funded projects. Congress has proposed funding for 2017 that is level with last year. The president's proposed severe cuts to CDBG, HOME, ESG and other HUD programs are not anticipated to impact the Commission's budget until FY 2018-19. The Board's approval of the proposed contingency provisions will enable the Commission to smoothly enter into funding contracts by July 1, 2017. The funding contracts that the Commission enters into with funded entities are contingent on availability of federal funding and protect the County from being liable for funds that are not allocated.

The federal and state funding levels assumed for the FY 2017-2018 funding recommendations are:

- CDBG -\$1,651,345 (includes \$330,269 in administrative allowance)
- HOME \$674,000 (includes \$67,400 in administrative allowance)
- Emergency Solutions Grant \$148,183 (includes \$11,114 in administrative allowance)
- State Emergency Solutions Grant \$435,155 (includes \$17,074 in administrative allowance)

#### Process used for FY 2017-18 Funding Recommendations

These recommendations represent the culmination of ten months of preparation and deliberation by Commission staff and by the Community Development Committee. On October 18, 2016, your Board adopted the FY 2017-18 Funding Policies, which set forth the selection process for proposals, including the criteria used to review proposals, the deadlines, and the roles of the various review bodies. A Notice of Funding Availability was released after the Funding Policies were adopted. FY 2017-18 funding proposals for Capital and Affordable Housing projects were due at the Commission office by December 16, 2016. With the addition of Winter Shelter Expansion funding in November and notification of estimated State Emergency Solutions Grant funding amounts in December, the deadline for FY 2017-18 Public Services funding proposals was extended to January 6, 2017. Staff prepared analyses of the

funding applications using the FY 2017-18 Funding Policies to rate and rank projects, and made recommendations to the Committee regarding which projects to fund.

The Community Development Committee, comprised of one representative from each supervisorial district, two Housing Authority tenant representatives, and the Human Services Department Director's appointee, held public hearings on February 28 and March 14, 2017, to review and discuss all proposals submitted for CDBG, HOME, federal and State Emergency Solutions Grant, Community Services Fund, Low- and Moderate-Income Housing Asset Fund-Homeless Services and Winter Shelter funding, except for the City/Town Partner CDBG proposals referenced below. The Community Development Committee reviewed staff reports and applications requesting a combined total of \$4,457,485 from these funding sources.

#### **Funding Recommendations**

At the conclusion of the process and the public hearings, which included public comments and clarifications from applicant organizations, the Committee made funding recommendations for \$3,013,695 towards proposals received in the following amounts:

- \$115,000 County-Sponsored CDBG proposals, (Such as ADA access improvements and microenterprise business assistance)
- \$454,250 Countywide and Unincorporated Area CDBG proposals, (such as single-family housing rehabilitation and homeless service facilities construction)
  - \$505,500 HOME proposals (Tenant-Based Rental Assistance & Community Housing Development Organization operating support),
  - \$1,167,390 Public Services proposals using CDBG, federal and State Emergency Solutions Grant funds, Community Services Fund, Low- and Moderate-Income Housing Asset Fund-Homeless Services and Winter Shelter funds, and
    - \$771,555 Public service projects that will receive a second or third year of a three-year funding commitment approved by your Board during the previous two years' funding cycles. (such as homeless outreach and day services, rapid-rehousing, and operating support for transitional housing)

HOME regulations require that a percentage of funds be set aside for Community Housing Development Organization projects; no such projects were submitted for the FY 17-18 set-aside (estimated at \$101,100) or the FY 16-17 set-aside that were rolled over from last year (\$101,150). Thus, the Committee has made no recommendations in this category, and the Commission will carry the total of \$202,250 in Community Housing Development Organization set-aside funds forward for distribution in a future funding cycle.

The recommended funding awards support strategic Board Priorities of *Securing our County's Safety Net* and *Housing for All.* The recommended projects support efforts to prevent evictions, house homeless households, and preserve affordable housing. Among the anticipated outcomes of the funding awards are: outreach and assistance to more than 2,000 homeless households, 1,274 homeless households assisted with emergency shelter or transitional housing, 30 homeless households assisted with rapid rehousing (including 14 transitional age youth), the rehabilitation of 31 homes, and 48 very small businesses assisted. Additionally, funds are recommended for predevelopment of the new Catholic

Charities - Caritas Village, a new emergency shelter and homeless services center to replace the very old and inadequate Family Support Center, which will incorporate permanent supportive housing in a future phase. When complete, Caritas Village anticipates stabilizing more than 3,800 homeless households annually.

#### City/Town Partner Awards

The seven jurisdictions of Cloverdale, Cotati, Healdsburg, Rohnert Park, Sebastopol, Sonoma, and Windsor participate in the Urban County Joint Powers Agreement that comprises the HUD entitlement jurisdiction for purposes of receiving CDBG, HOME, and Emergency Solutions Grant funding. Under the FY17-18 Funding Policies, the Cities and Town are allocated 30.5 percent of the CDBG allocation for which to make recommendations, estimated to be \$503,250 for the upcoming year. The Technical Advisory Committee, comprised of a representative of each of these jurisdictions, held a public hearing on March 13, 2017 to review and discuss all requests for CDBG funds for non-public service proposals located within the jurisdictions' boundaries. The Technical Advisory Committee reviewed project requests totaling \$556,198. After hearing public comment and receiving answers to questions regarding the proposals, the Committee made the recommendations on proposal selection and funding levels listed in the attached spreadsheets for the estimated available funding.

The recommended awards will fund public facilities improvements that will improve accessibility for disabled people at six locations in the seven small cities and towns.

Public notification of the funding recommendations was published in the <u>Press Democrat</u> and <u>La Voz</u> on March 31, 2017, with an invitation for public comment through May 1, 2017.

Your Board's approval of the funding recommendations before the May 15<sup>th</sup> deadline will enable timely submission of the annual Action Plan to HUD, which in turn will facilitate receipt of HUD funding allocations prior to the start of the County fiscal year.

#### **Prior Board Actions:**

10/18/16: Board approved FY 2017-18 Funding Policies for HUD Programs, Community Services Fund, and Low-and-Moderate-Income Housing Asset Fund for Homeless Services

05/03/16: Board approved FY 16-17 Action Plan

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

The funds here are allocated to benefit low-income residents by supporting programs and projects that increase household safety, provide housing stability or provide routes for economic self-sufficiency, aligning directly with the Board Priorities of Securing our County's Safety Net and Housing for All.

Fiscal Summary					
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected		
Budgeted Expenses	\$4,052,583	\$4,052,583			
Additional Appropriation Requested					
Total Expenditures					
Funding Sources					
General Fund/WA GF	\$1,245,000	\$1,245,000			
State/Federal	\$2,807,583	\$2,807,583			
Fees/Other					
Use of Fund Balance					
Contingencies	_				
Total Sources	\$4,052,583	\$4,052,583			

#### **Narrative Explanation of Fiscal Impacts:**

If approved, the FY 2017-18 Recommended Budget will include \$535,857 for administrative costs and \$3,516,726 for project expenses detailed in the attached summary, to be paid with anticipated revenue comprised of the following funding sources: \$1,651,345 for CDBG, \$572,900 for HOME, \$583,338 for Emergency Solutions Grant, \$720,000 for Community Services Fund, \$250,000 for Low- and Moderate-Income Housing Asset Fund-Homeless Services and \$275,000 for Winter Shelter. An additional \$202,250 in HOME funds will remain uncommitted until approved for a specific project pursuant to a future Notice of Funding Availability.

Continuation of level (or nearly level) funding is anticipated when a final federal FY 2017-18 budget is adopted. No projection can be made at this time for FY 2018-19.

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

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

#### **Attachments:**

- 1. FY 2017-18 Summary of Funding Recommendations By Local Allocation Category and Funding Source
- 2. Public Review Draft FY 2017-18 One Year Action Plan

3. Resolution Authorizing Receipt of State Emergency Solutions Grant funds

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

- 1. FY 2017-18 Action Plan Staff Report for 2/28/17 Public Hearing: "Housing & Non-Housing Capital and Economic Development-Microenterprise Projects"
- 2. FY 2017-18 Action Plan Staff Report for 3/14/17 Public Hearing: "Public Services Funding"
- 3. FY 2017-18 Action Plan Staff Report for 3/13/17 Public Hearing: "City/Town Projects"

#### **SUPPLEMENTAL PAGE**

#### **Recommended Actions:**

- 1. Approve the Sonoma County 2015 Consolidated Plan Action Plan: One Year Use of Funds FY 2017-18 for the proposed use of Community Development Block Grant, HOME Investment Partnership, and Emergency Solutions Grants funds, including the contingency provision language that will allow amounts to be adjusted when final funding allocations for CDBG, HOME and federal and State Emergency Solutions Grant are made to Sonoma County.
- 2. Adopt the required Certifications for submission to the U.S. Department of Housing and Urban Development (HUD) with the Consolidated Plan.
- 3. Authorize and direct the Executive Director of the Sonoma County Community Development Commission (Commission) to execute the Standard Form 424 (Application for Federal Assistance) and the required Certifications, and to submit the Sonoma County 2015 Consolidated Plan Action Plan: One Year Use of Funds FY 2017-18 with the required Certifications and said forms to HUD.
- 4. Authorize and direct the Executive Director of the Commission to respond to requests for additional information from HUD and to modify the 2015 Consolidated Plan and Action Plan as may be required by future regulations or guidelines issued by HUD.
- 5. Authorize and direct the Executive Director of the Commission to execute the Funding Approval Grant Agreements, as required by HUD, on behalf of the County.
- 6. Authorize and direct the Executive Director of the Commission to execute Agreements with FY 2017-18 subrecipients and developers on behalf of the County in accordance with the Action Plan: One Year Use of Funds FY 2017-18, to execute amendments and modifications to said Agreements, to execute loan and grant documents with subrecipients and developers consistent with the terms set forth in Sonoma County's local HOME Investment Partnership, Community Development Block Grant, Emergency Solutions Grants and/or other Board-adopted Policies, and to execute construction contracts, and related agreements on behalf of program beneficiaries, in accordance with the applicable program designs.
- 7. Approve the recommended awards for the Community Services Fund as attached to this Summary Report for use of \$720,000 that is included in the County Administrator's recommended FY 2017-18 budget, and authorize the Executive Director of the Commission to execute Grant Agreements and related agreements for the use of said funds.
- 8. Approve the recommended awards for Low- and Moderate-Income Housing Asset Funds as attached to this Summary Report for use of \$250,000, and authorize the Executive Director of the Commission to execute Grant Agreements and related agreements for the use of said funds.

- 9. Approve the recommended awards for Winter Shelter funding as attached to this Summary Report for use of \$275,000, and authorize the Executive Director of the Commission to execute Grant Agreements and related agreements for the use of said funds.
- 10. Authorize the Executive Director of the Commission and the Directors of the Regional Parks and the Economic Development Board to execute standard Funding Agreements for use of Community Development Block Grant funds, and any subsequent amendments to the Agreements.
- 11. Adopt Resolution as required by the California Department of Housing and Community Development authorizing and directing the Commission to receive the currently estimated available funding of \$435,155 of 2016 State Emergency Solutions Grant funds, or such other funding as may be made available, and to function as Administrative Entity for administration of the State Emergency Solutions Grant funds, and authorizing the Executive Director or the Assistant Executive Director of the Commission to execute the required Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the State Emergency Solutions Grant funds, as the California Department of Housing and Community Development may deem appropriate.

## Sonoma County Community Development Commission FY 2017/18 Funding Award Recommendations

CDBG Estimated Funding Allocation: \$1,651,345

Less Admin Allowance: \$330,269

CDBG Estimated Funds Available for Awards: \$1,321,076

Funds are divided into four categories with separate funding competions. See details below.

#### **County-Sponsored Proposals**

Estimated CDBG Funds Available: \$115,000					
Comr					
Applicant	Project Name	Amount Requested	Recommendation		
Sonoma County Economic Development Board	Access to Capital Services for Sonoma County Microenterprises	\$40,000	\$ 40,000		
Sonoma County Regional Parks Steelhead Beach ADA Retrofit		\$75,000	\$ 75,000		
	Total	\$ 115,000	\$ 115,000		

Countywide and Unincorporated Area Proposals Estimated CDBG Funds Available: \$454,250				
Applicant	Amount Requested	Committee Recommendation		
Catholic Charities	Caritas Center	\$ 200,000	\$ 200,000	
Disability Services and Legal Center	Housing Access Modification	\$ 85,000	\$ 85,000	
Sonoma County Community Development Commission	Countywide Housing Rehabilitation	\$ 500,000	\$ 169,250	
	Total	\$ 785,000	\$ 454,250	

	Town/Cities Total Estimated Funding Available: \$ 503,325					
Applicant Project Name Amount Requested Recommend						
City of Cloverdale	Cloverdale City Park ADA Improvements	\$	90,000	\$	90,000	
City of Healdsburg	2017 ADA Ramp Retrofit Project	\$	100,000	\$	100,000	
City of Rohnert Park	Redwood Drive and Commerce Boulevard Sidewalk Ramp A			\$	117,150	
City of Sebastopol	ADA Transition Plan	\$	50,000	\$	36,102	
City of Sonoma	ADA Transition Plan	\$	70,000	\$	70,000	
Town of Windsor	Starr Road ADA Sidewalk Project – Phase 4	\$	89,998	\$	89,998	
	Total		\$556,198	\$	503,250	

#### **Public Services Proposals**

Estimated CDBG Funds Available: \$248,501

See Public Services Funding Award Recommendations on page 2

HOME Estimated Funding Allocation: \$775,150 (Includes \$101,150 in FY 16-17 CHDO funds)

Less Admin Allowance: \$67,400

HOME Estimated Funds Available for Awards: \$707,750 (Includes \$101,150 in FY 16-17 CHDO funds)

#### **CHDO Operating and Tenant Based Rental Assistance Proposals**

HOME Funds Available: \$505,500

	5		Committee
Applicant	Project Name	Amount Requested	Recommendation
Community Housing Sonoma County	HOME Operating Funds	\$ 50,000	\$ 33,700
Sonoma County Community			
Development Commission	Tenant Based Rental Assistance	\$ 600,000	\$ 471,800
	Total	\$ 650,000	\$ 505,500

CHDO Proposals					
HOME Funds Available: \$202,250 (includes \$101,150 in FY 16-17 CHDO funds)					
Committee					
Applicant	Project Name	Amount Requested	Recommendation		
	No Applications Submitted	-	1		

Public Services - All Funding Sources									
	Total Available for Awards:	\$ 2,077,133							
	Less Admin Allowances:	\$ 138,188			Public Se	ervices - Fun	ding Sources	Breakout	Winter
	Funds Available for Awards:			CDBG	CSF	LMIHAF	Local ESG	State ESG	Shelter
	itted to 3-year awards in FY 15-16: tted to 3-year awards in FY 16-17:		Totall award: Less Admin Allowance:	\$ 248,795	\$ 720,000 \$ 110,000		\$ 148,183 \$ 11,114		\$ 275,000
			Available for	¢ 240.705					
Recommendations for new awa	ailable for new awards in FY 17-18: ards in FY 2017-18:	\$ 1,167,390	Awards:	\$ 248,795	\$ 610,000	\$ 250,000	\$ 137,069	\$ 418,081	\$ 275,000
Applicant	Project Name	Amount Requested	Committee Recommendation	CDBG	CSF	LMIHAF	Local ESG	State ESG	Winter Shelter
Catholic Charities	Family Support Center/Homeless Service Center Winter expansions	\$50,000	\$30,322	ODDO	031	LIVITIA	Local Loc	State LSG	\$30,322
Catholic Charities	Family Support Center (State ESG request)	\$220,000	\$0						
Catholic Charities	Palms Inn	\$140,000	\$45,000		\$45,000				
Catholic Charities	Rapid Re-Housing (State ESG request)	\$220,000	\$70,000					\$70,000	
Catholic Charities	Safe Parking	\$100,000	\$0						
Catholic Charities	Samuel Jones Hall	\$175,000	\$118,000					\$118,000	
City of Santa Rosa	Sam Jones Hall Winter Shelter	\$65,000							\$65,000
Community Action Partnership	Financial Capability Integration	\$85,716	\$0						400,000
COTS	Mary Isaak Center Emergency Shelter	\$170,605	\$140,089				\$11,422	\$128,667	
							\$11,422	-	
COTS	Rapid Re-Housing  Mary Isaak Center Family Transitional	\$177,740	, , , , , , , , , , , , , , , , , , , ,					\$77,848	
COTS	Housing	\$97,102	\$30,000	\$30,000					
COTS	Severe Weather Beds	\$45,000							\$30,322
COTS	Vida Nueva	\$42,257	\$31,667		\$31,667				
Fair Housing Advocates of Sonoma	Fair Housing Education & Enforcement	\$62,500	\$52,500	\$52,500					
Graton Labor Center	Workforce Development	\$35,000	\$0						
Interfaith Shelter Network Rapid Re-Housing	Rapid Re-Housing	\$200,000	\$0						
Legal Aid of Sonoma County	HOME Geographic Housing Equity	\$173,200	\$85,000			\$85,000			
LifeWorks	El Puente - WITHDRAWN	\$25,000	\$0						
Lime Foundation	Roofing Construction Vocational Education	\$40,000	\$0						
North Sonoma County Services	Short Term Subsidy Program	\$100,000	\$38,000		\$33,629	\$4,371			
Petaluma People's Service Center	SHARE	\$95,000	\$55,000		\$55,000				
Petaluma People's Service Center	Sonoma County Fair Housing	\$70,000	\$0						
Social Advocates for Youth	Rapid Housing	\$125,000	\$55,000		\$49,448		\$5,552		
Social Advocates for Youth	Youth Shelter Expansion	\$40,000	\$30,321						\$30,321
Sonoma Overnight Support	The Haven	\$97,828	\$40,000		\$40,000				
Sonoma Overnight Support	Winter Shelter Expansion	\$56,670	\$30,321						\$30,321
West County Community Services		\$55,559	\$0						
West County Community Services  Total new awards in FY 17-18		\$143,308	\$143,000 \$1,167,390	\$82,500	\$54,286 <b>\$309,030</b>	\$89,371	\$16,974	\$394,515	\$88,714 <b>\$275,000</b>
	r awards in FY 2015-16 and FY 16-1	17:	41,101,010	402/000	4007/000	407,071	<b>4.0777</b>	407.170.10	42707000
Applicant	Project Name	Amount Requested	Committee Recommendation	CDBG	CSF	LMIHAF	Local ESG	State ESG	Winter Shelter
California Human Development	Day Labor and Community Services	N/A			\$19,000		20001 200	0.0.0	0.101101
Catholic Charities	Coordinated Intake/Homeless	N/A	\$50,704	\$50,704					
Catholic Charities	Outreach Service Team Family Support Center	N/A*	\$75,000	\$5,552			\$69,448		
Catholic Charities	Homeless Service Center	N/A	\$45,000	\$45,000					
Catholic Charities	Homelessness Prevention	N/A	\$86,429	4.0,000		\$86,429			
		N/A*	-			\$60,427	\$50.647	\$22.546	
Catholic Charities  Cloverdale Community Outreach	Rapid Re-Housing		\$74,213		¢E7 (00		\$50,647	\$23,566	
Committee	Wallace House	N/A	\$57,600	400	\$57,600				
Community Action Partnership	Harold's House Transitional Housing	N/A	\$20,833	\$20,833					
Community Action Partnership	HCA Fund	N/A	\$42,000			\$42,000			
Community Action Partnership	Sloan Women's Shelter	N/A	\$38,000	\$38,000					
Community Support Network	Sanctuary House PSH for Transition Age Youth	N/A	\$31,523		\$31,523				
Legal Aid of Sonoma County	HOME Eviction Prevention	N/A	\$32,200			\$32,200			
Legal Aid of Sonoma County	SAFE Domestic Violence Program	N/A	\$31,400		\$31,400				
Mendocino Family & Youth Services	North Coast Family & Youth Services	N/A	\$18,053		\$18,053				
On The Move	VOICES Sonoma	N/A	\$18,600		\$18,600				
Petaluma People's Service Center	System of Care	N/A	\$18,000		\$18,000				
Redwood Empire Food Bank	Meghan Furth Food Pantry	N/A	\$20,000		\$20,000				
The Living Room	The Living Room	N/A	\$40,000		\$40,000				
Verity	Crisis Intervention, Prevention &	N/A	\$15,000		\$15,000				
YWCA of Sonoma County	treatment Safe House	N/A	\$38,000	\$6,206	\$31,794				
Total previously committed to	3-year awards		\$771,555	\$166,295	\$300,970	\$160,629	\$120,095	\$23,566	\$0
Grand Total			\$1,938,945	\$248,795	\$610,000	\$250,000	\$137,069	\$418,081	\$275,000
*Catholic Charities received 3-year	r funding for the Family Support Center the California Department of Housing and								

\*Catholic Charities received 3-year funding for the Family Support Center and Rapid Re-Housing, prior to inclusion of State ESG funds in the Public Services competition. The agency also sought and wa awarded State ESG funding from the California Department of Housing and Community Development. In the FY 2017-18 competition, a State ESG allocation was added for the first time. A one-time technical exception was made from the funding policy prohibiting awardees with 3-year funding to apply for an augmentation. This allowed Catholic Charities to apply for the State ESG funds in this competition, and to retain its prior 3-year awards.



#### **Sonoma County Community Development Commission**

Sonoma County Housing Authority 1440 Guerneville Road, Santa Rosa, CA 95403-4107

Date: May 2, 2017	Item Number: Resolution Number:	
		4/5 Vote Required

A Necessary Quorum And Majority Of The Commissioners Of the Sonoma County Community Development Commission, A Public Body Corporate And Politic ("State ESG Administrative Entity") Hereby Consent To, Adopt and Ratify The Following Resolutions:

Whereas, the State of California (the "State"), Department of Housing and Community Development ("Department") plans to issue a Notice of Funding Availability (NOFA) in April of 2017 under the California and federal Emergency Solutions Grant (ESG) Program ("Program"); and

**Whereas,** the Sonoma County Community Development Commission is an approved ESG Administrative Entity; and

**Whereas,** the Department may approve funding allocations for the ESG Program, and subject to the terms and conditions of the planned NOFA, Program guidelines and requirements, and the Standard Agreement and other contracts between Department and ESG grant recipients.

#### Now, Therefore, Be It Resolved:

1. If the Sonoma County Community Development Commission receives a grant of funds from Department, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state, federal, and other statutes, rules, regulations, guidelines and laws ("rules and laws"), including without limitation all rules and laws regarding the ESG Program, as well as any and all contracts the Sonoma County Community Development Commission may have with Department.

#### **Be It Further Resolved**

2. The Sonoma County Community Development Commission is hereby authorized and directed to receive an ESG grant currently estimated in the amount of \$435,155 or such other amount as is allocated, in accordance with all rules and laws.

Dat	solution # te: ge 2				
	Be It Furth	ner Resolved			
3.	eligible activities and other rules	es as approved by the s and laws, as well as	Department a in a manner co	nmission hereby agrees to nd in accordance with all nsistent and in compliand Administrative Entity an	Program requirements, ce with the Standard
	Be It Furth	ner Resolved			
4.				irector of the Sonoma Co by the following vote:	ounty Community
C	ommissioners:				
G	orin:	Rabbitt:	Gore:	Hopkins:	Zane:
	Ayes:	Noes:		Absent:	Abstain:
				So Ordered.	
			Signature of A	oproving Officer	
			Shirlee Zane, C	hair of the Board of Com	missioners
AT	ΓΕST:				



Signature

Kay Lowtrip, Chief Deputy Clerk of the Board





# Funding Awards and One-Year HUD Action Plan

May 2, 2017

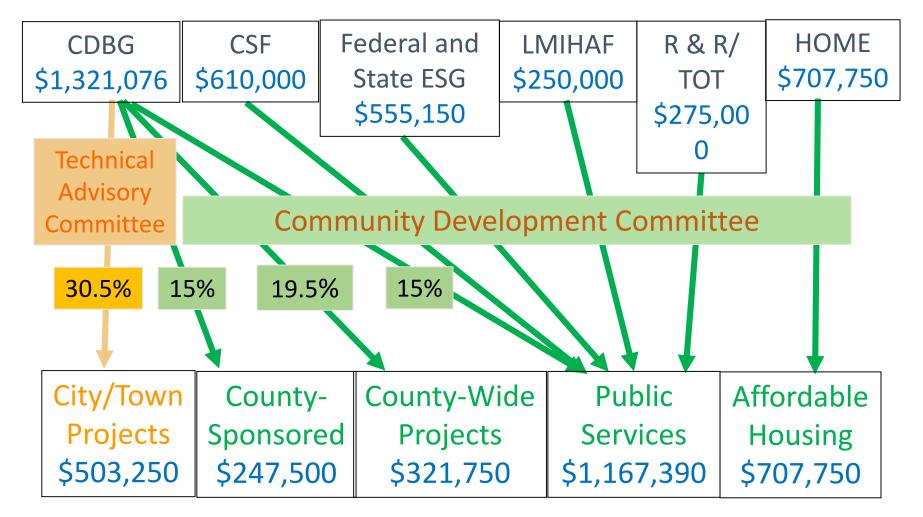


## **Funding Sources**

- US Department of Housing and Urban Development
  - Community Development Block Grant
  - HOME Investment Partnerships Act
  - Emergency Solutions Grant
- California Department of Housing and Community Development
  - Emergency Solutions Grants
- Sonoma County
  - Community Services Fund
  - Low- and Moderate-Income Housing Asset Fund
  - Reinvestment & Revitalization
  - Transient Occupancy Tax



## **Estimated FY 17-18 Allocations**





## **Anticipated Outcomes**

## Alignment with Strategic Priorities <u>Securing our Safety Net</u> and <u>Housing for All</u>

- Planning & Design of Catholic Charities Caritas Village
- Outreach and assistance to 3,200+ households
- Emergency & transitional housing for 1,500+ households
- Rapid re-housing of 58 households (including 14 transitional age youth
- Legal and homeless prevention assistance to 875 households
- Counseling services for 1,000+ households
- Rehabilitation of 31 homes
- Assistance to 41 very small businesses and job placement for 225 persons
- Improved accessibility for disabled persons at seven public facilities

## **Funds Over-subscribed**

CDC received requests totaling \$6 million for a total of just \$3.7 million in available funding



## **Community Engagement**

## **Community Development Committee**

## One representative from each supervisorial district:

- Betzy Chavez, 1st District
- Gonzalo Romo, 2<sup>nd</sup> District
- Karin Davis, 3<sup>rd</sup> District
- Jay Beckwith, 4<sup>th</sup> District
- Linda Garcia, 5<sup>th</sup> District

## Two Housing Authority tenant representatives

- Jessica Vega
- Currently vacant seat

## **Human Services Department Director appointee**

Oscar Chavez



# Technical Advisory Committee One representative from each of the seven city/town partners:

- City of Cloverdale: David Kelley
- City of Cotati: Vicki Parker
- City of Healdsburg: Barbara Nelson
- City of Rohnert Park: Jeffrey Beiswenger
- City of Sebastopol: Henry Mikus
- City of Sonoma: Dan Takasugi
- Town of Windsor: Kristina Owens



- Community Development Committee and Technical Advisory Committee make funding recommendations in a public process:
  - <u>August September 2016:</u> Technical Advisory Committee and Community Development Committee deliberate about Funding Policies for upcoming funding cycle in public meetings
  - October 2016: Public Hearing held in October to receive public comment on Funding Policies for the upcoming funding cycle
  - <u>December 2016 and January 2017:</u> Applicants submit project proposals
  - January 2017: Commission staff analyze applications and prepare staff reports to guide committee decision making



- Community Development Committee and Technical Advisory Committee make funding recommendations in a public process:
  - <u>February and March 2017:</u> Three public hearings by Community Development and Technical Advisory Committees held to make funding recommendations
  - April 2017: Draft Action Plan published for public review and comment
  - May 2017: Board approves funding recommendations
  - May 2017: County submits Action Plan to HUD
  - <u>July 2017:</u> Funded agencies enter into Funding Agreements and begin project delivery



- Notifications of hearing dates & draft Action Plan availability published in Press Democrat & La Voz
- Public Service Announcements sent to English and Spanish language radio stations
- Public Review draft documents are made available in various public places, distributed via email, and made available on the Commission website



# FY 2017-2018 Community Development Block Grant County-Sponsored Proposals

Applicant	Project Name	Requested	Recommended
Sonoma County Economic Development Board	Access to Capital Services for Sonoma County Microenterprises	\$40,000	\$40,000
Sonoma County Regional Parks	Steelhead Beach ADA Retrofit	\$75,000	\$75,000
Total		\$115,000	\$115,000



# FY 2017-2018 Community Development Block Grant Countywide and Unincorporated Area Proposals

Applicant	Project Name	Requested	Recommended
Catholic Charities	Caritas Center	\$200,000	\$200,000
Disability Services and Legal Center	Housing Access Modification	\$85,000	\$85,000
Sonoma County Community Development Commission	Countywide Housing Rehabilitation	\$500,000	\$169,250
Total		\$785,000	\$454,250



## FY 2017-2018 HOME Investment Partnerships Program

Applicant	Project Name	Requested	Recommended
CHDO Set-Aside			
No applications submitted			
Non-CHDO Proposal	S		
Community Housing Sonoma County	HOME Operating Funds	\$50,000	\$33,700
Sonoma County Community Development Commission	Tenant Based Rental Assistance	\$600,000	\$471,800
Total		\$650,000	\$505,500

# FY 2017-2018 Community Development Block Grant City/Town Proposals

Applicant	Project Name	Requested	Recommended
City of Cloverdale	Cloverdale City Park ADA Improvements	\$90,000	\$90,000
City of Healdsburg	2017 ADA Ramp Retrofit Project	\$100,000	\$100,000
City of Rohnert Park	Redwood Drive and Commerce Boulevard Sidewalk Ramp ADA Upgrades	\$156,200	\$117,150
City of Sebastopol	ADA Transition Plan	\$50,000	\$36,102
City of Sonoma	ADA Transition Plan	\$70,000	\$70,000
Town of Windsor	Starr Road ADA Sidewalk Project – Phase 4	\$89,998	\$89,998
Total		\$556,198	\$503,250

Applicant	Project Name	Requested	Recommended
California Human Development	Day Labor and Community Services	n/a – 3 year award	\$19,000
Catholic Charities	Coordinated Intake/Homeless Outreach Service Team	n/a – 3 year award	\$50,704
Catholic Charities	Family Support Center/Homeless Service Center Winter expansions	\$50,000	\$30,322
Catholic Charities	Homeless Service Center	n/a – 3 year award	\$45,000
Catholic Charities	Palms Inn	\$140,000	\$45,000
Catholic Charities	Family Support Center	\$220,000	\$75,000



Applicant	Project Name	Requested	Recommended
Catholic Charities	Homelessness Prevention	n/a – 3 year award	\$86,429
Catholic Charities	Rapid Re-Housing	\$220,000	\$144,213
Catholic Charities	Samuel Jones Hall	\$175,000	\$118,000
City of Santa Rosa	Sam Jones Hall Winter Shelter	\$65,000	\$65,000
Cloverdale Community Outreach Committee	, Wallace House	n/a – 3 year award	\$57,600
Community Action Partnership	Harold's House Transitional Housing	n/a – 3 year award	\$20,833



Applicant	Project Name	Requested	Recommended
Community Action Partnership	HCA Fund	n/a – 3 year award	\$42,000
Community Action Partnership	Sloan Women's Shelter	n/a – 3 year award	\$38,000
Community Support Network	Sanctuary House Permanent Supportive Housing for Transition Age Youth	n/a – 3 year award	\$31,523
COTS	Mary Isaak Center Emergency Shelter	\$170,605	\$140,089
COTS	Rapid Re-Housing	\$177,740	\$77,848
COTS	Mary Isaak Center Family Transitional Housing	\$97,102	\$30,000

Applicant	Project Name	Requested	Recommended
COTS	Severe Weather Beds	\$45,000	\$30,322
COTS	Vida Nueva	\$42,257	\$31,667
Fair Housing Advocates of Sonoma	Fair Housing Education & Enforcement	\$62,500	\$52,500
Legal Aid of Sonoma County	HOME Eviction Prevention	n/a – 3 year award	\$32,200
Legal Aid of Sonoma County	HOME Geographic Housing Equity	\$173,200	\$85,000
Legal Aid of Sonoma County	SAFE Domestic Violence Program	n/a – 3 year award	\$31,400

Applicant	Project Name	Requested	Recommended
Mendocino Family & Youth Services	North Coast Family & Youth Services	n/a – 3 year award	\$18,053
North Sonoma County Services	Short Term Subsidy Program	\$100,000	\$38,000
On The Move	VOICES Sonoma	n/a – 3 year award	\$18,600
Petaluma People's Services Center	SHARE	\$95,000	\$55,000
Petaluma People's Services Center	System of Care	n/a – 3 year award	\$18,000
Redwood Empire Food Bank	Meghan Furth Food Pantry	n/a – 3 year award	\$20,000

Applicant	Project Name	Requested	Recommended
Social Advocates for Youth (SAY)	Rapid Housing	\$125,000	\$55,000
Social Advocates for Youth (SAY)	Youth Shelter Expansion	\$40,000	\$30,321
Sonoma Overnight Support	The Haven	\$97,828	\$40,000
Sonoma Overnight Support	Winter Shelter Expansion	\$56,670	\$30,321
The Living Room	The Living Room	n/a – 3 year award	\$40,000
Verity	Crisis Intervention, Prevention & Treatment	n/a – 3 year award	\$15,000



Applicant	Project Name	Requested	Recommended
West County Community Services	Guerneville Winter Shelter	\$143,308	\$143,000
YWCA of Sonoma County	Safe House	n/a – 3 year award	\$38,000
Total		\$3,097,715	\$1,938,945



## **Public Services Proposals – Unfunded Priorities**

- Per Board direction, staff prepared a list of underfunded high priority public services projects, to demonstrate the scope of unfunded need.
- Unfunded needs ranked "HIGHEST and HIGH" totaled \$831,813.
- HIGHEST and HIGH priorities were for projects that:
  - are critical to system infrastructure for homeless families and individuals; OR
  - focus on placing homeless households in permanent housing



## **Summary of Recommended Actions**

- Approve the FY 2017-18 Action Plan including contingency language
- Authorize the Executive Director to complete all standard forms and respond to requests from HUD related to the Action Plan
- Authorize the Executive Director to execute all Funding Agreements for funded projects



## **Summary of Recommended Actions**

- Approve the awards recommended for funding using local Sonoma County sources
- Adopt a Resolution authorizing the Commission to receive 2016 State ESG funds and to administer these funds and to execute all related agreements.





575 Administration Drive Santa Rosa, CA 95403

#### County of Sonoma Agenda Item Summary Report

Clerk of the Board

#### Agenda Item Number: 17

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

To: Sonoma County Board of Supervisors

**Board Agenda Date:** May 2, 2017 **Vote Requirement:** Informational Only

**Department or Agency Name(s):** Health Services, Human Services

Staff Name and Phone Number: Supervisorial District(s):

Health Services: Barbie Robinson, 565-7876 Human Services: Diane Kaljian, 565-5802

**Title:** Aging Together Sonoma County Update

#### **Recommended Actions:**

Accept an update from the *Aging Together Sonoma County*, a countywide initiative that promotes a healthy place to live, work and play for residents of all ages.

ΑII

#### **Executive Summary:**

This update from the Aging Together Sonoma County Leadership Committee reports on accomplishments since the Committee's last update to the Board of Supervisors in April 2016. This update also outlines priorities and plans for the remainder of the 2017 calendar year.

Aging Together Sonoma County (Aging Together) is a broad community initiative that strives to promote a healthy place to live, work and play for Sonoma County residents of all ages. The Aging Together Leadership Committee advances policies, procedures, plans and efforts across the public, private and nonprofit sectors that improve older adults' lives in nine areas:

- Community Connectedness, Respect and Social Inclusion
- 2. Transportation
- 3. Varied Housing Options
- 4. Outdoor Spaces and Buildings
- 5. Employment, Civic Participation and Financial Security
- 6. Health and Community Based Social Services
- 7. Healthy Living
- 8. Lifelong Learning
- 9. Communication and Information

Aging Together's Leadership Committee is led by Sonoma County Third District Supervisor Shirlee Zane and includes: Sonoma County Fourth District Supervisor James Gore; Ellen Bauer, Sonoma County Public Health Division Director; Oscar Chavez Sonoma County Human Services Department Assistant Director;

Elece Hempel, Executive Director of Petaluma People Services Center; Diane Kaljian, Sonoma County Human Services Department Assistant Director; Jen Lewis, Sonoma County Department of Health Special Projects Director; Nurit Licht, MD, Chief Medical Officer at Petaluma Health Center; Marrianne McBride, President and CEO of Council on Aging; and Rabon Saip, Sonoma County Third District Area Agency on Aging Advisory Council member.

The Aging Together Leadership Committee's priorities include supporting the five-year Age-Friendly Sonoma County initiative led by a steering committee of community volunteers. The Age-Friendly Sonoma County steering committee is comprised mostly of older adult volunteers per requirements of the World Health Organization's Global Network of Age-Friendly Cities and Communities to which Sonoma County belongs.

This Board update reports on progress made on the Age-Friendly Sonoma County initiative and other Aging Together Sonoma County efforts.

#### Discussion:

#### Age-Friendly Sonoma County

In April 2016, the Board of Supervisors approved the Aging Together Leadership Committee's request to submit an application on behalf of Sonoma County to join the World Health Organization's (WHO's) Global Network of Age-Friendly Cities and Communities (the Global Network). In September 2016, Sonoma County was accepted into the Global Network. Members commit to a five-year process to assess, plan and implement what can be done on a local level to make their communities more age friendly. Members also commit to allowing older adult volunteers to lead the process. The Age-Friendly Sonoma County initiative will extend through June 2020.

In October 2016, after a competitive bid process was conducted, the Board of Supervisors authorized the Human Services Department to enter into a contract with the Council on Aging to be the Age-Friendly Sonoma County Coordinator (Age-Friendly Coordinator) to implement the county-level effort. The Age-Friendly Coordinator also serves as a resource to the County's nine incorporated cities (Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma and Windsor). The Age-Friendly Coordinator provides information about the Global Network process, and offers guidance and refers volunteers to any of these cities interested in applying to the Global Network.

In December 2016, the Council on Aging launched the Age-Friendly Sonoma County website: agefriendlysonoma.org. The site provides updates on the initiative's progress and is a resource for the initiative's volunteers and Sonoma County cities.

#### 2016 Events

In 2016, Aging Together hosted two events:

1. In May 2016, Aging Together held a community education event on longevity called *Blue Zones:* 9 Lessons for Living Longer at the Finley Center in Santa Rosa. More than 150 older adults and members of community organizations attended this event that addressed several of the nine areas listed in the Executive Summary section on page 1 of this board summary report. Nick

- Buettner, Community and Corporate Program Director with the Blue Zones, shared the commonalities of five communities around the world where people live longer and healthier lives.
- 2. In December 2016, the Council on Aging and Aging Together hosted Envisioning an Age-Friendly Sonoma County at Redwood Credit Union's Corporate Office auditorium in Santa Rosa. More than 100 leaders from several County departments; staff, elected and appointed official from eight of Sonoma County' nine incorporated cities; nonprofit organizations; healthcare providers; senior service providers; business; the Community Foundation of Sonoma County; Santa Rosa Junior College and Sonoma State University attended. Speakers encouraged these organizations to take an active role in improving the quality of life for older adults in the nine areas described in the Executive Summary section on page 1 of this board summary report. Don Weden, former lead planner for Santa Clara County, highlighted the similarities between Baby Boomers and Millennials. He urged planning efforts recognize the need for more walkable communities. Annabel Pelham, PHD, Professor Emeritus for Gerontology at San Francisco State University and founder of the Center for Age-Friendly Excellence, spoke about the Global Network and gave examples of activities that could easily be replicated to make Sonoma County more age friendly. Christina Clem, AARP Associate State Director of State Programs, presented Board President and Third District Supervisor Shirlee Zane with a certificate recognizing Sonoma County as a member of the Global Network. Several attendees signed up to volunteer for Age-Friendly Sonoma County.

#### 2017 Priorities

For 2017, the Aging Together Leadership Committee has set three complementary priorities:

- 1. Support the five-year Age-Friendly Sonoma County effort (2016 2020)
- 2. Advance the 2017 Year of the Senior campaign introduced by the Economic Development Board
- 3. Sponsor and host educational opportunities on issues of special importance and interest to older adults.

Through 2020, Aging Together will continue to support the five-year Age-Friendly Sonoma County effort. Each year from 2016 – 2020, Aging Together will select priorities to complement Age-Friendly Sonoma County, such as the Year of the Senior and educational seminars in 2017.

To date in 2017, the Council on Aging, serving as the Age-Friendly Coordinator has:

- Recruited and established a countywide steering committee of older adult volunteers to lead the Age-Friendly Sonoma County effort, per the WHO's requirements. This 14-person committee includes representatives from Bodega, Cloverdale, Guerneville, Healdsburg, Monte Rio, Occidental, Petaluma, Santa Rosa, Sebastopol and Sonoma. Volunteers from other cities and unincorporated areas are welcome. This committee is currently reviewing data from around the County to coalesce into an age-friendly assessment of our community. The assessment will inform the committee's creation of an action plan.
- 2. Met with City Managers and Mayors of all of Sonoma County's nine incorporated cities to inform them about Age-Friendly Sonoma County and, for any that are interested, how to apply to the Global Network.
- 3. Enhanced the Age-Friendly Sonoma County website with information about meetings held with incorporated cities and some of the age-friendly activities and policies they have already

enacted.

Aging Together's future plans in 2017 include hosting two events:

- 4. On Thursday, May 18, 2017, Aging Together will host *Age Out Loud, Age Outside*, a free event to celebrate older adults and Sonoma County Regional Parks' 50<sup>th</sup> Anniversary. The event will start at Spring Lake Village. Ted Eliot, former US Ambassador to Afghanistan, an avid senior outdoorsman and birder will be interviewed by, Caryl Hart, Sonoma County Regional Parks Director. Ted's talk will be followed by lunch, music, walks, hikes and games at Spring Lake Regional Park. Attendees will have the opportunity to sign up to volunteer for Age-Friendly Sonoma County.
- 5. In the fall, Aging Together will partner with the Economic Development Board to host a *Year of the Senior* event. Local businesses and organizations will be invited to learn about the economic opportunities our older adult population offers. Examples will focus on age-friendly business practices, including how to attract older adult tourists and hire employees who are seniors.

#### **Prior Board Actions:**

- 1. October 18, 2016: Authorized the Director of Human Services Department to sign and execute an agreement with Council on Aging for \$166,667 to fund an Age-Friendly Communities Coordinator. The contract period is November 1, 2016 through June 30, 2018.
- 2. April 5, 2016:
  - a. Accepted an update from the Aging Together Sonoma County Leadership Committee
  - b. Approved a request to submit an application to join the World Health Organization's Global Network of Age-Friendly City and Communities
  - c. Allocated \$10,000 in General Funds for FY 15-16 and \$50,000 per year for a two-year period effective FY 15-17 to support the initiative.
- 3. January 27, 2015: Accepted an update from the Aging Together Sonoma County Leadership Committee.
- 4. December 2, 2014: Accepted an update on the National Leadership Academy for the Public's Health Sonoma County Healthy Aging Initiative. (Healthy Aging Sonoma County is now called Aging Together Sonoma County.)

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

Promotes healthy aging within the community, enabling seniors to live safely and independently at home. The community benefits from older adults' knowledge, experience, and participation.

FY 16-17 Adopted 71,667 71,667	FY 17-18 Projected 100,000	FY 18-19 Projected
	100,000	
71 667		
71 667		
71,007	100,000	0
<u>.</u>		
50,000	50,000	
21,667	50,000	
71,667	100,000	0
	<b>71,667</b> Denditures and f	21,667 50,000

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	<b>Deletions</b> (Number)
Narrative Explanation of Staffing Impacts	(If Required):		
None	. (		
Attachments:			
None			
Related Items "On File" with the Clerk of	the Board:		
None			



May 2, 2017

Aging Together Leadership Committee:

Board of Supervisors President Shirlee Zane, Supervisor James Gore, Diane Kaljian, Oscar Chavez, Ellen Bauer, Elece Hempel, Jen Lewis, Nurit Licht, MD, Marrianne McBride



## **Older Adults in Sonoma County**

## **Currently:**

- 125,000 (25%) of residents are 60 yrs. +
- 25% are 75 yrs. +
- More than 10,400 are 85 yrs. +

## 2030:

- 161,000 residents will be 60 yrs.+
- From 2015 to 2030: 71% increase in number of residents 65 yrs. +





# Aging Together Sonoma County Broad Community Initiative

- Strives to promote a healthy place to live, work and play
- Supports all Sonoma
   County residents to
   thrive throughout their
   lifespans.





# Aging Together Sonoma County Nine Focus Areas:

- 1. Community Connectedness, Respect & Social Inclusion
- 2. Transportation
- 3. Varied Housing Options
- 4. Outdoor Spaces & Buildings
- 5. Employment, Civic Participation & Financial Security
- 6. Health and Community Based Social Services
- 7. Healthy Living
- 8. Lifelong Learning
- 9. Communication & Information





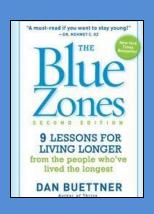
## **2016 Accomplishments**

Sonoma County accepted into the World Health Organization's Global Network of Age-Friendly Cities and Communities





# 2016 Accomplishments cont'd.



Blue Zones: 9 Lessons for Living
Longer community event, May 2016

**Envisioning an Age-Friendly Sonoma County** 

kickoff event, Dec. 2016

Age-Friendly Trx 11 1 1 xxxxx Sonoma County



### **2017 Priorities**

- Support Age-Friendly Sonoma County (2016 2020).
- 2. Advance the 2017 Year of the Senior campaign
- 3. Sponsor and host educational opportunities.







## Five-Year Timeline

2016 2016-2017 2017-2018 2019-2020 2016-2020 Step 1: Step 2: Step 3: Step 4: Step 5: Implementation **Evaluation Getting Started Planning** Connecting (Year 1-2) (Year 3-4) (Year 4-5) (Years 1-5+)





## Now in Step 2: Planning

- Established steering committee of older adult volunteers to lead effort
  - Reviewing data to assess age friendliness
- Met with City Managers and Mayors the 9 incorporated cities
- Launched agefriendlysonoma.org website



## agefriendlysonoma.org



Home About Us Events Volunteer Age-Friendly Cities Grass Roots Engagement Resources More

## Age-Friendly Sonoma County... and its Cities

More to come!

Please check back to learn more about

Age-Friendly actions happening in our cities.

**Age Friendly Cities** 

Cloverdale

Cotati

Healdsburg

Petaluma

Rohnert Park

ohnert Pari

Santa Rosa

Sebastopol Sonoma

Ar. I

Windsor

In the Spring of 2016, with the support of the Sonoma County Board of Supervisors, Aging Together Sonoma County launched its first county-wide initiative, Age-Friendly Sonoma County.

Building on the resources and tools of the World Health Organization's Global Network of Age-Friendly Communities, Sonoma County is committed to a multi-year grassroots process that will enhance our community strengths, improve on gap areas, and ensure our county remains a great place to live and age well, across the lifespan.

Age-Friendly Sonoma County is here to support efforts by the county and its cities to meet both the opportunities and challenges our increasing aging population will bring.



# Year of the Senior and Educational Events



Fall Event in Partnership with EBD:
Focusing on Economic Opportunities
Opportunities Our Older Adult

**Population Offers** 



Age Outloud, Age Outdoors, May 18
Spring Lake Village and Spring Lake Park

 Free event celebrating Older Adults & Sonoma County Park's 50<sup>th</sup> Anniversary



# AGING TOGETHER SONOMA COUNTY

Many of us will live to 100... What's your plan?



#### 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:** May 2, 2017 **Vote Requirement:** Majority

**Department or Agency Name(s):** Transportation and Public Works

Staff Name and Phone Number: Supervisorial District(s):

Susan R. Klassen, 707-565-2231 All Supervisorial Districts

**Title:** Regional Solid Waste Planning

#### **Recommended Actions:**

Accept the annual report for the period January 1, 2016 to December 31, 2017 from Republic Services of Sonoma County, Inc., required under the terms of the Master Operations Agreement.

#### **Executive Summary:**

Staff is recommending that the Board accept the annual report from Republic Services of Sonoma County, Inc. ("Republic"). Under the terms of the Master Operations Agreement (MOA), Republic is required to present an annual report on the progress made toward achieving the goals established in the Master Operations Agreement, including diversion goals, greenhouse gas reductions, commercial food waste program diversion, and any new activities and/or programs in the Agreement.

#### **Discussion:**

#### **Brief History of the MOA Process:**

The Master Operations Agreement is the product of the three-year County City Solid Waste Advisory Group (SWAG) collaborative process between the Cities, the County and a diverse group of public stakeholders. The public process was launched by the Board of Supervisors in December 2009 to build consensus regarding Sonoma County's long-term solid waste and recycling strategy. The provisions of the Master Operations Agreement were carefully crafted to accomplish fundamental goals to create a system that provides:

- 1. Increased diversion; decreased landfill disposal.
- 2. Public ownership for "local control;" private operations for "economic efficiencies."
- 3. No pre-set volume (put-or-pay) disposal commitments which supports increased diversion and local flexibility.
- 4. Long term liability relief for closure, post-closure, and unforeseen environmental liabilities at the Central Landfill site.
- 5. A sustainable rate model that works with high levels of waste diversion.

- 6. In-county landfill to end reliance on outhaul export of Sonoma County trash.
- 7. Quantifiable greenhouse gas (GHG) reductions.
- 8. Ongoing funding for education, household hazardous waste, and other programs.
- 9. Ongoing funding source for closed county landfill sites.

All of the cities, with the exception of Petaluma, have approved the 25-year waste delivery agreements and entered into a settlement agreement with the County which dictates how concession payments collected under the Master Operations Agreement are allocated for four of the seven county-owned closed landfills ("Landfill Settlement Agreement"). On April 1, 2015, the Master Operations Agreement became effective, and Republic began operating the County solid waste facilities.

### **Annual Report of Progress of Goals**

### **Increased Diversion**

19,730 tons were diverted during the second year of the Master Operations Agreement from the County transfer stations compared to 16,912 tons diverted the prior year. The Commercial Food Waste Program, which offers businesses an option to divert food waste at no additional charge to their trash bill, diverted 4,877 tons compared to 3,407 tons diverted the prior year. The annual diversion goal of 67,000 tons will commence after the first full year of operations of the Material Recovery Facility, a plant that receives, separates and prepares recyclable materials for marketing to end-user manufacturers. The Material Recovery Facility is expected to begin operations on May 2, 2017.

### **Greenhouse Gas (GHG) Reductions**

A greenhouse gas (GHG) baseline study was completed in December 2015 in order to demonstrate where we are today as it relates to greenhouse gas emissions generated by the disposal of Sonoma County Waste as well as to better understand how to improve on future reduction efforts. The annual GHG study is currently in progress. Projects anticipated to help reduce overall GHG emissions include: construction of the Material Recovery Facility, new landfill gas construction, and increased recycling. The construction of the Material Recovery Facility and increasing recycling efforts will help divert and reduce the amount of waste disposed at the landfill, thus minimizing the amount of methane gas generated at the landfill. New landfill gas construction will decrease methane exposure to the atmosphere by improving methane capturing efficiencies.

County staff perform the administration and enforcement of the Master Operations Agreement. Republic has complied with all requirements of the Master Operations Agreement and quickly addressed any concerns with regulatory agencies. Republic holds quarterly meetings with the Central landfill neighbors informing them of new activities and landfill updates.

#### **Prior Board Actions:**

07/19/16: Board received annual report for the period April 1, 2015 to March 31, 2016 from Republic Services.

03/01/16: Board approved the Second Amendment to the Master Operations Agreement (MOA) to allow full access to the reuse area at the Sonoma Transfer Station and for reimbursement of up to \$500,000 to Republic for purchasing and installing storm water equipment.

03/03/15: Board approved the First Amendment to the MOA, the Landfill Settlement Agreement between the County and the Cities, the Limited Term Indemnity Agreement with Republic Services

Related to Composting Operations, and the Joint Defense and Indemnity Agreement with Sonoma County Waste Management Agency.

10/26/10: Board approved developing a regional long-term solid waste options.

12/8/09: Board approved and authorized relate of the Request for Proposals (RFP) for Short-Term Transfer Station Operations, Transportation and Disposal Services.

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

Providing community members with access to safe solid waste management services, and Goal 2: Economic and Environmental Stewardship, providing the community with a solid waste system which is focused on providing increased recycling and greenhouse gas reductions in a manner that is economically efficient.

	Fiscal Su	ımmary		
Expenditures		FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted E	xpenses			
Additional Appropriation Re	equested			
Total Expe	nditures			
Funding Sources	·		·	
General Fund	d/WA GF			
State	/Federal			
Fee	es/Other			
Use of Fund	Balance			
Conti	ngencies			
Total	Sources			
Narrative Explanation of Fiscal Impacts:				
No fiscal impact associated with this item	1.			
	Staffing	Impacts		
Position Title	М	onthly Salary Range	Additions (Number)	<b>Deletions</b> (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

Agenda Item Number: 19

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

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

To: **Board of Supervisors** 

**Board Agenda Date:** May 2, 2017 Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

**Staff Name and Phone Number:** Supervisorial District(s):

Supervisor David Rabbitt 565-2241 Second District

Title: Fee Waiver

### **Recommended Actions:**

Approve a Permit & Resource Management Department fee waiver in the amount of \$270.00 for the Penngrove Social Fireman 4th of July Parade to be held on July 2, 2017. (Second District)

### **Executive Summary:**

The 42<sup>nd</sup> annual "Biggest Little Parade" is an annual event that celebrates the birth of our Nation. The event is organized by the Penngrove Social Fireman and nonprofit community organization.

### Discussion:

#### **Prior Board Actions:**

Fees have been waived in 2011 to 2016.

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

F13	cal Summary		
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expens	es		
Additional Appropriation Requeste	ed 270.00		
Total Expenditur	es		
Funding Sources			
General Fund/WA G	GF .		
State/Feder	al		
Fees/Oth	er		
Use of Fund Balan	ce		
Contingenci	es 270.00	)	
Total Source	es		
Narrative Explanation of Fiscal Impacts:			
	offing Impacts		
	Monthly Salary Range (A – I Step)	Additions (Number)	<b>Deletions</b> (Number)
Sta Position Title	Monthly Salary Range (A – I Step)		
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)		
Position Title (Payroll Classification)  Narrative Explanation of Staffing Impacts (If Re	Monthly Salary Range (A – I Step)		
Position Title (Payroll Classification)  Narrative Explanation of Staffing Impacts (If Real Attachments:	Monthly Salary Range (A – I Step)		

### **COUNTY OF SONOMA**

SUBMIT TO: Board of Supervisors 575 Administration Dr, Ste 100A Santa Rosa, CA 95403

For Board of Supervisors Use Only

### Fee Waiver/Board Sponsorship Request Form

1.	Contact information fo	r individua	requesting fee wa	aiver/sponso	rship:			
	Name:	Kim Hansen						
			First	Middle		La	st	
	Mailing Address:	_	10101 Main Stre			Penngrove	CA	94951
	Dhana	( 707 )	Number, Street, Apt/Suite			City	State	Zip
	Phone:	(707)	794 - 1516 rea Code, Number	EIIIdII.		mrsjjava@	hotmail.com	
2.	Name of Community B is requested:	ased Orgar	ization, Non-Profit	t, or Governr	ment Agenc	y for which f	ee waiver/s	oonsorship
	Name:	Penngrove	Social Fireman 4th o	f July Parade				
	Mailing Address:		Number, Street, Apt/Suite			City	State	Zip
	Phone:	()Aı	rea Code, Number	Email:		,	State	
3.	Please indicate by check request is located, who to submit this request:	ck mark the ere the proj	supervisory distri		_	_	•	_
	Board Me	mber and [	District	Susan Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	James Gore District 4	Lynda Hopkins District 5
	Entity or organization (select all that apply)				<b>✓</b>			
	Project/activity/event	tlocation						
	(select all that apply)				$\checkmark$			
	District office to recei	ve request	(select only one)		<b>✓</b>			
4.	Type of Community Ba waiver/sponsorship is	_	zation, Non-profit,	or Governm	ent Agency	for which th	ne fee	
	City		Special [	District		Other	Local Gover	nment
	School		✓ Non-pro	fit or CBO				
	Other (please specify)	):						
5.	Please provide a descri on a separate sheet of	•					•	
6.	Please indicate if this is	s a one-time	e or annual event:		One Time	<b>√</b>	Annual	

7.	Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be
	waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt
	from the County Department or Veteran's Building Operator documenting the amount of each fee you are
	requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
PRMD	Fire Life Safety-Commercial Review	\$189.00
PRMD	Technology Enhancement- Type II	\$18.00
PRMD	Athletic Event-Minimal Impact	\$63.00

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
6 / / 2011	PRMD	Special Event	\$604.00
6 / / 2012	PRMD	Special Event	\$542.00
6 / / 2013	PRMD	Special Event	\$604.00
/ /			

9.	the following sources? If so, please specify:	fee waiver/sponsorship is re	equested receive funding from any of
	Property Tax Sa	es Tax	Special Assessment
	User Fees		
	Other (please specify):		
	If you checked any of the boxes in number 9 al documentation regarding the inability of the o waived/sponsored. Please attach to this form  Will the organization or agency be charging an project/activity/event for which you are reque explanation detailing why the fees to be waive attach to this form and submit with your requi	rganization or agency to pay and submit with your reques entry fee or be requesting a sting a fee waiver/sponsorsh d/sponsored cannot be reco	the fees which you are requesting be st. donation for the nip? If so, please provide an
		Director and Parade Chair	r
	Authorized Signature	Title	
	4 / 10 /		
	Date		



# County of Sonoma Agenda Item Summary Report

Clerk of the Board 575 Administration Drive Santa Rosa, CA 95403 Agenda Item Number: 20

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** May 2, 2017 **Vote Requirement:** Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number: Supervisorial District(s):

Susan Upchurch: 565-3760 5<sup>th</sup> District

Title: Approve rent reduction for Kindergym program at the Guerneville Veterans Memorial Building

#### **Recommended Actions:**

A. Authorize a partial fee waiver and approve rent reduction for the Kindergym program, operated by River to Coast and providing enrichment services for children aged zero to six, at the Guerneville Veterans Memorial Building in the amount of \$4,885 for their program through December 26, 2017.

B. Authorize the Chair to execute Amended Rental Agreement with Kindergym.

### **Executive Summary:**

A fee waiver has been submitted by Kindergym, requesting that the Board approve a rent reduction in the amount of \$4,885. This will reduce the annual cost to Kindergym for Calendar Year 2017 from \$10,500 to \$5,615. Of this amount \$1,470 was paid for use of the building through February 28, 2017. The rent reduction if approved will be applied to the balance of the rental amount due through December 26, 2017 when the term of the rental agreement will be completed. If approved, the reduced rent will be consistent with the rates paid by Kindergym prior to the Board approved fee increase in 2015.

This request is consistent with the Board's approved fee waiver policy, which allows for waiver requests for community based organizations or non-profits that provide a direct public service that is similar to or complimentary to a key County policy goal, or direct service that the County is typically responsible for providing.

### **Discussion:**

The River to Coast Children's Services, a non-profit agency based in Guerneville, has been operating the Kindergym program at the Guerneville Veterans Memorial Building since January 2003. The goal of the Kindergym program is to provide free fitness and educational programs for children from 0 to 6 years of age and their parents. Serving approximately 50 children per month, the Kindergym program also helps to foster early literacy and develop appropriate emotional and social skills. Through the rent reduction,

the Board of Supervisors will enable the Kindergym program to remain at the Veterans Memorial Facility. Otherwise, Kindergym will have to find an alternate location or no longer provide the program for the community.

### **Prior Board Actions:**

04/19/2016: Kindergym Program at the Guerneville Veterans Memorial Facility for Rental Rate Adjustment

10/20/2015: Veterans memorial Capital Improvements and Rental Rate Adjustments

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

The recommended actions will provide free child development programs at the Guerneville Veterans Memorial Building for the Russian River Community.

### **Fiscal Summary**

,					
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected		
Budgeted Expenses	2,443	2,442			
Additional Appropriation Requested					
Total Expenditures	2,443	2,442			
Funding Sources					
General Fund/WA GF					
State/Federal					
Fees/Other					
Use of Fund Balance					
Contingencies					
Total Sources					

### **Narrative Explanation of Fiscal Impacts:**

The rent reduction for the Kindergym program will be covered by existing appropriations. For FY 2016-17, General Services has a corresponding amount of unanticipated revenue from other rentals income for the Veteran's Buildings.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
Attachment 1: Rental Agreement
Attachment 2: Fee Waiver Request Form
Related Items "On File" with the Clerk of the Board:



### Sonoma County Veterans Memorial Buildings 2300 County Center Drive., Suite A200 Santa Rosa CA 95403

(707) 565-2158 - Tel / (707) 565-3240 - fax

### CONFIRMED

Customer Reservation: 11663

Soledad Figueroa Event Name: Kindergym -2017 River to Coast Children's Services Status: Confirmed

P.O. Box 16 Event Type: Public

Guerneville, CA 95446

Bookings / Details Quantity Price Amount

CHEWING GUM, GLITTER, CONFETTI, CANDLES, AND SHOES ON THE WALL(S) ARE NOT PERMITTED IN OUR FACILITIES AT ANY TIME.

HOURS RESERVED MUST INCLUDE DECORATION, SET-UP AND CLEAN-UP.
CHANGES TO THIS RESERVATION MAY BE MADE UP TO 30 DAYS PRIOR TO THE EVENT DATE

ADDITIONAL CHARGES WILL BE INCURRED IF YOUR EVENT RUNS BEYOND CONTRACTED HOURS.
A \$50. 00 FEE WILL BE CHARGED IF CONTRACT REQUIREMENTS ARE NOT MET 30 DAYS PRIOR TO EVENT DATE OR IF CHANGES OF ANY KIND ARE REQUESTED LESS THAN 30 DAYS BEFORE EVENT DATE FAILURE TO PAY DEPOSIT ON TIME WILL RESULT IN CANCELLATION OF YOUR RESERVATION - THE REINSTATEMENT FEE IS \$50.00

### Monday, January 16, 2017

Worlday, Garrany 10, 2017			
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerneville Auditorium ((none)) Room Charge: (3 hours @ \$50.00/hr)	1	\$150.00	\$150.00
,	,	φ150.00	·
Less 30% Discount			-\$45.00
Tuesday, January 17, 2017			
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerneville Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)	1	\$150.00	\$150.00
Less 30% Discount			-\$45.00
Monday, January 23, 2017			
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerneville Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)	1	\$150.00	\$150.00
Less 30% Discount			-\$45.00
Tuesday, January 24, 2017			
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerneville Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)	1	\$150.00	\$150.00
Less 30% Discount			-\$45.00
Monday, January 30, 2017			
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerneville Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)	1	\$150.00	\$150.00
Less 30% Discount			-\$45.00
Tuesday, January 31, 2017			
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerneville Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)	1	\$150.00	\$150.00
Less 30% Discount			-\$45.00
Monday, February 06, 2017			

3/30/2017 1:39 PM KM Page 1 of 10

9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerneville Auditorium ((none))

Sonoma County Veterans Memorial Buildings	Reservation:	1166	63	Confirmed
Bookings / Details		Quantity	Price	Amount
Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount		1	\$150.00	\$150.00 -\$45.00
Tuesday, February 07, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev	ille Auditorium ((none)	)		
Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount		1	\$150.00	\$150.00 -\$45.00
Monday, February 13, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ille Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00
Tuesday, February 14, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ille Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00
Monday, February 20, 2017				*
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ille Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00
Tuesday, February 21, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ille Auditorium ((none)	<b>)</b> 1	\$150.00	\$150.00 -\$45.00
Monday, February 27, 2017				-ψ-3.00
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ille Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00
Tuesday, February 28, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ille Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00
Monday, March 06, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ille Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00
Tuesday, March 07, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ille Auditorium ((none)	<b>)</b> 1	\$150.00	\$150.00 -\$45.00
Monday, March 13, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ille Auditorium ((none)	<b>)</b> 1	\$150.00	\$150.00 -\$45.00
Tuesday, March 14, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ille Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00
Monday, March 20, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr)	ille Auditorium ((none)	<b>)</b> 1	\$150.00	\$150.00

3/30/2017 1:39 PM KM Page 2 of 10

Sonoma County Veterans Memorial Buildings	na County Veterans Memorial Buildings Reservation:		11663	
Bookings / Details		Quantity	Price	Amount
Less 30% Discount				-\$45.00
Tuesday, March 21, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	/ille Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Monday, March 27, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerney	/ille Auditorium ((none))		<b>#450.00</b>	<b>#450.00</b>
Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount		1	\$150.00	\$150.00 -\$45.00
Tuesday, March 28, 2017				-φ45.00
	(illa Auditarium ((nana))			
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr)	ille Additorium ((none))	1	\$150.00	\$150.00
Less 30% Discount		•	Ψ100.00	-\$45.00
Monday, April 03, 2017				•
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerney	/ille Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)	((//	1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Tuesday, April 04, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	/ille Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Monday, April 10, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	/ille Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Tuesday, April 11, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	/ille Auditorium ((none))		<b>0450.00</b>	<b>\$450.00</b>
Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount		1	\$150.00	\$150.00 -\$45.00
Monday, April 17, 2017				-φ43.00
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	ville Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)	ille Additorium ((none))	1	\$150.00	\$150.00
Less 30% Discount		•	Ψ100.00	-\$45.00
Tuesday, April 18, 2017				·
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerney	/ille Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)	((//	1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Monday, April 24, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	/ille Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Tuesday, April 25, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	/ille Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Monday, May 01, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	/ille Auditorium ((none))		<b>0450.00</b>	<b>M4E0.00</b>
Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount		1	\$150.00	\$150.00 -\$45.00
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2/20/2047 4:20 DM VM				Dogg 2 of 10

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Sonoma County Veterans Memorial Buildings	Reservation:	servation: 11663		Confirmed
Bookings / Details		Quantity	Price	Amount
Tuesday, May 02, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernevill	e Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Bd of Supervisors Fee Waiver: Guerneville BOS Fee Waiver		1	¢4 005 00	¢4 995 00
Monday, May 08, 2017		-1	\$4,885.00	-\$4,885.00
•	a Auditarium (/nana)\			
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernevill Room Charge: (3 hours @ \$50.00/hr)	e Auditorium ((none))	1	\$150.00	\$150.00
Less 30% Discount		•	φ100.00	-\$45.00
Tuesday, May 09, 2017				*
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernevill	e Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)	((/)	1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Monday, May 15, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernevill	e Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
<u>Tuesday, May 16, 2017</u>				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernevill	e Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Monday, May 22, 2017	. A			
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernevill Room Charge: (3 hours @ \$50.00/hr)	e Auditorium ((none))	1	\$150.00	\$150.00
Less 30% Discount		'	ψ130.00	-\$45.00
Tuesday, May 23, 2017				*******
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernevill	e Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)	((10110))	1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Monday, May 29, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernevill	e Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
<u>Tuesday, May 30, 2017</u>				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernevill	e Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Monday, June 05, 2017	a Aditari (/nana)\			
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernevill Room Charge: (3 hours @ \$50.00/hr)	e Auditorium ((none))	1	\$150.00	\$150.00
Less 30% Discount		'	ψ130.00	-\$45.00
Tuesday, June 06, 2017				ψ 10.00
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernevill	e Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)	((10110))	1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Monday, June 12, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernevill	e Auditorium ((none))			
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00
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Sonoma County Veterans Memorial Buildings	na County Veterans Memorial Buildings Reservation:		11663	
Bookings / Details		Quantity	Price	Amount
Less 30% Discount				-\$45.00
Tuesday, June 13, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	ville Auditorium ((none))	)		
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Monday, June 19, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	ville Auditorium ((none))		<b>#450.00</b>	<b>#450.00</b>
Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount		1	\$150.00	\$150.00 -\$45.00
Tuesday, June 20, 2017				-φ45.00
-	villa Auditarium ((nana))			
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr)	ville Auditorium ((none))	, 1	\$150.00	\$150.00
Less 30% Discount		•	Ψ100.00	-\$45.00
Monday, June 26, 2017				,
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	ville Auditorium ((none))	)		
Room Charge: (3 hours @ \$50.00/hr)	((//	1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Tuesday, June 27, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	ville Auditorium ((none))	)		
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Monday, July 03, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	ville Auditorium ((none))	)		
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Tuesday, July 04, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	ville Auditorium ((none))		<b>#450.00</b>	<b>\$450.00</b>
Room Charge: (3 hours @ \$50.00/hr)  Less 30% Discount		1	\$150.00	\$150.00 -\$45.00
Monday, July 10, 2017				-ψ43.00
	villa Auditarium ((nana))			
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr)	ville Auditorium ((none))	, 1	\$150.00	\$150.00
Less 30% Discount		•	Ψ100.00	-\$45.00
Tuesday, July 11, 2017				,
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	ville Auditorium ((none))	)		
Room Charge: (3 hours @ \$50.00/hr)	((//	1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Monday, July 17, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	ville Auditorium ((none))	)		
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Tuesday, July 18, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	ville Auditorium ((none))	)		
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00
Less 30% Discount				-\$45.00
Monday, July 24, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	ville Auditorium ((none))		<b>0450.00</b>	<b>0450.00</b>
Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount		1	\$150.00	\$150.00 -\$45.00
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2/20/2047 4:20 DNA KNA				Dogo F of 10

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Sonoma County Veterans Memorial Buildings	Reservation:	rvation: 11663		Confirmed	
Bookings / Details		Quantity	Price	Amount	
Tuesday, July 25, 2017					
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev	ville Auditorium ((none)	)			
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00	
Less 30% Discount				-\$45.00	
Monday, July 31, 2017					
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr)	ville Auditorium ((none)	) 1	\$150.00	\$150.00	
Less 30% Discount		ı	φ130.00	-\$45.00	
Tuesday, August 01, 2017				Ψ-0.00	
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev	ville Auditorium ((none)	•			
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00	
Less 30% Discount				-\$45.00	
Monday, August 07, 2017					
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev	ville Auditorium ((none)	)			
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00	
Less 30% Discount				-\$45.00	
Tuesday, August 08, 2017					
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev	ville Auditorium ((none)		<b>0.450.00</b>	<b>4.5</b> 0.00	
Room Charge: (3 hours @ \$50.00/hr)  Less 30% Discount		1	\$150.00	\$150.00	
Monday, August 14, 2017				-\$45.00	
	villa Auditarium (/nana)				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr)	mie Auditorium ((none)	, 1	\$150.00	\$150.00	
Less 30% Discount		•	ψ.σσ.σσ	-\$45.00	
Tuesday, August 15, 2017				•	
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev	ville Auditorium ((none)	)			
Room Charge: (3 hours @ \$50.00/hr)	,	1	\$150.00	\$150.00	
Less 30% Discount				-\$45.00	
Monday, August 21, 2017					
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev	ville Auditorium ((none)	)			
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00	
Less 30% Discount				-\$45.00	
Tuesday, August 22, 2017	::!!.a. A!:t.a.u: (/.a.a.u.a.\)				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr)	/ille Auditorium ((none)	) 1	\$150.00	\$150.00	
Less 30% Discount		'	φ130.00	-\$45.00	
Monday, August 28, 2017				Ψ10.00	
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev	/ille Auditorium ((none)	)			
Room Charge: (3 hours @ \$50.00/hr)	((*****)	1	\$150.00	\$150.00	
Less 30% Discount				-\$45.00	
Tuesday, August 29, 2017					
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev	ville Auditorium ((none)	)			
Room Charge: (3 hours @ \$50.00/hr)		1	\$150.00	\$150.00	
Less 30% Discount				-\$45.00	
Monday, September 04, 2017					
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev	ville Auditorium ((none)		<b>#450.00</b>	<b>M4E0.00</b>	
Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount		1	\$150.00	\$150.00 -\$45.00	
Tuesday, September 05, 2017				- <del>04</del> 5.00	

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Sonoma County Veterans Memorial Buildings	Reservation:	1166	3	Confirmed
Bookings / Details		Quantity	Price	Amount
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ville Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00
Monday, September 11, 2017  9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ville Auditorium ((none)	<b>)</b>	\$150.00	\$150.00 -\$45.00
Tuesday, September 12, 2017  9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ville Auditorium ((none)	<b>)</b>	\$150.00	\$150.00 -\$45.00
Monday, September 18, 2017  9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount  Tuesday, September 19, 2017	ville Auditorium ((none)	<b>)</b>	\$150.00	\$150.00 -\$45.00
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ville Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00
Monday, September 25, 2017  9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ville Auditorium ((none)	<b>)</b>	\$150.00	\$150.00 -\$45.00
Tuesday, September 26, 2017  9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ville Auditorium ((none)	<b>)</b>	\$150.00	\$150.00 -\$45.00
Monday, October 02, 2017  9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount  Tuesday: October 02, 2017	ville Auditorium ((none)	<b>)</b>	\$150.00	\$150.00 -\$45.00
Tuesday, October 03, 2017  9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount  Monday, October 09, 2017	ville Auditorium ((none)	<b>)</b>	\$150.00	\$150.00 -\$45.00
Monday, October 09, 2017  9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount Tuesday, October 10, 2017	ville Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ville Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00
Monday, October 16, 2017  9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount Tuesday, October 17, 2017	ville Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	ville Auditorium ((none)	)		
2/20/2017 4:20 DM KM				Dog 7 of 10

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Sonoma County Veterans Memorial Buildings	a County Veterans Memorial Buildings Reservation:		63	Confirmed	
Bookings / Details		Quantity	Price	Amount	
Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount		1	\$150.00	\$150.00 -\$45.00	
Monday, October 23, 2017					
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne	eville Auditorium ((none)	)			
Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount		1	\$150.00	\$150.00 -\$45.00	
Tuesday, October 24, 2017					
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	eville Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00	
Monday, October 30, 2017					
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	eville Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00	
Tuesday, October 31, 2017				ψ10.00	
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	eville Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00	
Monday, November 06, 2017					
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	eville Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00	
Tuesday, November 07, 2017					
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	eville Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00	
Monday, November 13, 2017					
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	eville Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00	
Tuesday, November 14, 2017					
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	eville Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00	
Monday, November 20, 2017					
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	eville Auditorium ((none))	1	\$150.00	\$150.00 -\$45.00	
Tuesday, November 21, 2017					
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	eville Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00	
Monday, November 27, 2017					
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	eville Auditorium ((none)	1	\$150.00	\$150.00 -\$45.00	
Tuesday, November 28, 2017				+ .5.50	
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guerne Room Charge: (3 hours @ \$50.00/hr)	eville Auditorium ((none)	1	\$150.00	\$150.00	
2/20/2047 4:20 PM VM				Dags 0 of 10	

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Sonoma County Veterans Memorial Buildings	Reservation:	116	63	Confirmed
Bookings / Details		Quantity	Price	Amount
Less 30% Discount				-\$45.00
Monday, December 04, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ille Auditorium ((none	<b>e))</b> 1	\$150.00	\$150.00 -\$45.00
Tuesday, December 05, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ille Auditorium ((none	<b>e))</b> 1	\$150.00	\$150.00 -\$45.00
Monday, December 11, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ille Auditorium ((none	<b>2))</b> 1	\$150.00	\$150.00 -\$45.00
Tuesday, December 12, 2017	:11.0 A			
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ille Auditorium ((none	<b>*))</b> 1	\$150.00	\$150.00 -\$45.00
Monday, December 18, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ille Auditorium ((none	<b>e))</b> 1	\$150.00	\$150.00 -\$45.00
Tuesday, December 19, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	ille Auditorium ((none	<b>e))</b> 1	\$150.00	\$150.00 -\$45.00
Monday, December 25, 2017				
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount Tuesday, December 26, 2017	ille Auditorium ((none	<b>2))</b> 1	\$150.00	\$150.00 -\$45.00
9:30 AM - 12:30 PM Kindergym -2017 (Confirmed) Guernev	ille Auditorium ((none	<del>2</del> ))		
Room Charge: (3 hours @ \$50.00/hr) Less 30% Discount	(	1	\$150.00	\$150.00 -\$45.00
	Bd of Superv	isors Fee Wa	aiver	-\$4,885.00
	Room Charg		··· <del>-</del> -	\$10,500.00
	Subtotal Less Pre-pay Grand Total	vment(s)		\$5,615.00 -\$1,470.00 \$4,145.00

### GRAND TOTAL MAY NOT REFLECT ALL POSSIBLE CHARGES

THE SIGNED/DATED TENTATIVE RESERVATION AND DEPOSIT MUST BE RETURNED WITHIN 2 WEEKS OF THE DATE ON THE COVER LETTER OR THIS REQUESTED RESERVATION WILL BE CANCELLED WITHOUT FURTHER NOTICE.

PLEASE REVIEW THIS TENTATIVE RESERVATION. If any of the information is incorrect, or if you have questions or

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Sonoma County Veterans Memorial Buildings  Bookings / Details		Reservation:	11663		Confirmed	
			Quantity	Price	Amount	
concerns, please call us at 707-938-4105. Oth OF THIS FORM with a check made payable to				RETURN (	ONE COPY	
Thank you for scheduling your event with us. V	Ve look forward to wo	rking with you.				
AMOUNT DUE NOW: \$						
Sign Kindergym	Date	_				
Sign	Date					

### Cancellation:

Board Of Supervisors, Chair

If the event is cancelled 90 days or more from the date held, 50% of the deposit shall be retained by the County (General Services Department).

If the event is cancelled between 30-90 days of the date held, the entire deposit shall be retained.

If the event is cancelled 15-30 days of the date held 50% of the Rental Fee will be retained.

If the event is cancelled within 15 days of the event 100% of the Rental Fee will be retained.

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### SUBMIT TO:

### **COUNTY OF SONOMA**

Board of Supervisors 575 Administration Dr, Ste 100A Santa Rosa, CA 95403

For Board of Supervisors Use Only

### Fee Waiver/Board Sponsorship Request Form

1.	Contact information for individual requesting fee waiver/sponsorship:							
	Name:	First		Middle		1.0	ast	
	Mailing Address:	FIISC	Middle	middle				
	ivialling Address.	Number, Street, Apt				City	State	Zip
	Phone:	_()	_	Email	:			
		Area Code	e, Number	,				
2.	Name of Community E is requested:	3ased Organizatio	n, Non-Profi	t, or Govern	ment Agenc	y for which	fee waiver/s	ponsorship
	Name:	River To Coast Ch	ildren's Servic	es				
	Mailing Address:		P O Box 16			Guerneville	Ca	95446
		Numbe	r, Street, Apt/Suite			City	State	Zip
	Phone:	(707) 869 - 3613 Area Code, Number				sfigueroa @	ccservices.or	g
	Please indicate by che request is located, who to submit this request	ere the project/a						
	Board Me	ember and Distric	t	Gorin District 1	Rabbitt District 2	Zane District 3	Gore District 4	Hopkins District 5
	Entity or organization (select all that apply)							<b>✓</b>
	Project/activity/even	t location			П		П	
	(select all that apply)	17.77						V
	District office to rece	ive request (selec	t only one)					<b>✓</b>
4.	Type of Community Ba waiver/sponsorship is		, Non-profit,	or Governm	ent Agency	for which th	ie fee	
	City	[	Special D	District		Other	Local Gover	nment
	School		<b>✓</b> Non-pro	fit or CBO				
	Other (please specify	):		<u> </u>				
5.	Please provide a descrion a separate sheet of		-			-	•	
6.	Please indicate if this is	a one-time or ar	nnual event:		One Time		Annual	

For Kindergym Program  8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:    Date of   Department   Type of Fee   Amour Fee Waiver   Assessing Fee   Fee	Department Assess	sing Fee		Type of Fee	Am	Amount of Fee \$4,885.00	
If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:    Date of	General Services Depar	tment	Rent Fee Wa	iver at the Guerneville Veterans Memori			
Date of Peartment Assessing Fee Rent FeeWaiver at the Guerneville Veteran Memorial \$4,			For Kindergy	m Program			
Date of Peartment Assessing Fee Rent FeeWaiver at the Guerneville Veteran Memorial \$4,							
Fee Waiver	- · · · · · · · · · · · · · · · · · · ·	_					
Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from the following sources? If so, please specify:  Property Tax Sales Tax Special Assessment  User Fees  Other (please specify):  If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are request waived/sponsored. Please attach to this form and submit with your request.  Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. P		1 -		Type of Fee		Amount of Fee	
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Authorized Signature Executive Director  Title	Leledod	I Signature	proor			-	

Date



# County of Sonoma Agenda Item Summary Report

Summary Reg

Agenda Item Number: 31

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

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

**To:** Board of Supervisors / Board of Directors

**Board Agenda Date:** May 2, 2017 **Vote Requirement:** No Vote Required

**Department or Agency Name(s):** Board of Supervisors /County Administrator's Office and Board of

Directors of the Sonoma County Water Agency, Community
Development Commission, Agricultural & Open Space District, and

Various Special Districts.

Staff Name and Phone Number: Supervisorial District(s):

Christina Rivera 707-565-2431

Title: Review of Sonoma County and Agencies Estimated Budgetary Fund Balances and Use

ΑII

Restrictions

### **Recommended Actions:**

Accept report of funds governed by the Board of Supervisors and Board of Directors, confirming classifications and identifying FY 2016-17 year-end fund balances.

### **Executive Summary:**

This report presents a review of all budgetary funds governed by the Board. The purpose of this report is to review estimated balances and verify the appropriateness of the restrictions for each fund. The combined county and agencies' funds are estimated to have a FY 2016-17 year-end total balance of approximately \$604 million. Of this \$604 million, \$62.3 million is unrestricted and under the discretionary decision of the Board. The \$62.3 million includes (1) the General Fund Reserve of \$53.1 million, (2) the estimated year-end General Fund surplus of \$8.5 million which is needed to finance the FY 2017-18 budget, and (3) approximately \$767,500 from various funds which are estimated to no longer need to be restricted.

### **Discussion:**

The county and dependent agencies, like all governments, use different funds to properly track and avoid comingling of resources. The practice of accounting for resources by fund improves transparency and fiscal responsibility in managing the public's money. It not only provides a clearer relationship between the sources and their uses, but also allows for separation of reserve funds to address unanticipated future needs to protect continuity of vital services when the economy declines or in the event of an emergency.

Governments use funds to report the difference between assets and liabilities as fund balance. Funds are typically designated as either restricted or unrestricted. There are many reasons for placing restrictions on funds. For example, there may be legal restrictions attached to certain funds that are set

out in statute. In other situations, funds may be restricted by the funding source. In addition, the Board may decide to restrict funds through adoption of a specific policy.

Unless the use of funds is already prescribed by legislation or granting agency, funds that consistently carry a \$5 million or more balance must, in compliance with the County's Financial Policies, have a board approved fund policy. Pursuant to the Board's direction during the last Fund Balances review on November 3, 2015, staff has identified funds with estimated balances of \$3 million or more and whether a use of funds policy is in place. Staff will return to the Board with a use policy recommendation for these funds. See attachment I for details.

There are approximately 370 budgetary funds and specific General Fund designations that are governed by the Board of Supervisors as well as the Board of Directors of the Water Agency, Agricultural & Open Space District, Community Development Commission, and several special districts governed by the Board, providing fire, sanitation, lighting, landscape, park, water, and other community services.

Government accounting standards require funds to be categorized either as "Governmental" or "Proprietary." "Governmental" funds record typical municipal functions such a law enforcement, while "Proprietary" funds account for goods and services provided by one department to another department or the public for a fee or charge, such as the Airport leasing airplane hangar spaces.

### **GOVERNMENTAL FUNDS**

The following is a summary of the estimated FY 2016-17 year-end Governmental balances by fund type.

Fund Type	Description	Fiscal Year-End
		2016-17 Est. Balance
Special	Accounts for entities' funds established for a specific	\$218,560,295
Districts	public service, e.g. Water Agency, Community	
	Development.	
Special	Tracks use of funds for services primarily delivered on	\$157,147,893
Revenue	behalf of state/federal agencies, e.g. Health and	
	Human Services or Road programs.	
General	Used by the county for main operations primarily	\$127,675,508
	financed with tax revenue as well as fees and charges	
	for services, e.g. Sheriff.	
<b>Debt Service</b>	Ensures debt service obligations are met, e.g. Open	\$ 13,017,552
	Space Tax Bonds issued by the County.	
Capital	Represents non-operating resources for Parks and	\$7,969,555
Projects	General government facilities (not including Roads)	
	financed with one-time funds and outside funding.	
Total	GOVERNMENTAL FUNDS	\$524,370,803

Governmental funds are estimated to be approximately \$524 million at the end of FY 2016-17. Of this total, \$397 million is subject to restrictions established by the Board, legislation, local intergovernmental agreements, or outside granting agencies.

### General Fund Balance

Of the \$127.7 million estimated General Fund balance identified in the table above, \$61.6 million is considered completely unrestricted and consists of \$53.1 million General Fund Reserve and \$8.5 million FY 2016-17 General Fund surplus which is needed to finance the FY 2017-18 Recommended Budget. Consistent with Board policy the General Fund Reserve is intended to, "maintain total General Fund discretionary reserves equal to 5%-15% of annual General Fund operating revenues for economic uncertainties." The current \$53.1 million reserve represents 12% of the FY 2016-17 General Fund adopted budget revenues.

The remaining \$66.1 million of the \$127.7 million General Fund Balance consists of the following categories (see Attachment A for details):

- \$18.9 million for Equipment replacement Attachment A pages 2 to 5
   Funds established to accumulate monies in anticipation of scheduled replacements such as fleet vehicles, computer desktops, facilities, technology upgrades, law enforcement communications system and devices, Probation adult crew equipment, and voter equipment.
- \$12.8 million for Reinvestment and Revitalization Attachment A page 6
   Funds represent property tax redirected from dissolved Redevelopment Areas to the County's
   General Fund and segregated by Board policy to finance former Redevelopment Area projects and community improvement investments.
- \$12.6 million for Tribal impacts Attachment A page 7 Funds include \$11.3 million in the Graton Mitigation Fund, consisting of \$5.7 million held preoperating and operational reserves, \$3.8 million for law, justice, public safety, and tribal relations expenditures, and \$1.8 million for health and human services and socioeconomic impacts costs; and \$1.3 million in the Dry Creek Mitigation Fund, consisting of \$1.1 million reserved for the Geyserville Specific Plan and follow up projects, and the remaining balance of \$200,000 for FY 2017-18 operational costs.
- \$16.2 million Restricted by the type of source- Attachment A pages 8 to 10
  Funds primarily represent sources intended for a specific use accounting for advances made to
  implement the Human Resources and Enterprise Financial systems which will be repaid from users
  over time, and seed dollars for small water systems.
- \$5.6 million for specific uses Attachment A page 11
   Funds set aside for distinct purpose such as the Other Post-Employment Benefits allowance to implement program changes, Refuse Franchise Fees financing part of the County's Pavement Preservation program and covering landfill environmental requirements, and State Mandates audit reserve kept to address potential repayments in the event of an adverse audit.

Total \$66.1 million

### PROPRIETARY FUNDS

Proprietary funds are used to track business-type activities performed by the County and Agencies. For example, the Transit division of the Transportation and Public Works Department collects fares from passengers. Given the business nature of these funds, non-cash values such as asset values and unfunded liabilities are included when reviewing fund balances. As a result, Proprietary funds are stated in term of a "Net Position" rather than a "Budgetary Fund Balance" in accordance with government accounting standards.

The following is a summary of the estimated FY 2016-17 year-end Proprietary net position (assets minus liabilities) by fund type.

Fund Type	PROPRIETARY FUNDS	Fiscal Year-End 2016-17 Estimate
Enterprise	Goods or services provided in exchange for a Board established fee or charge. E.g. Airport, Spud Point Marina.	\$52,260,701
Internal Services	Charges collected departments/ agencies for centrally provided services. E.g. Workers' Comp., Information Systems, Equipment Rentals, etc.	\$27,458,002
Total	PROPRIETARY FUNDS BEFORE PENSION	\$79,718,703

### **Restrictions Review**

After reviewing the purposes and restrictions for Proprietary funds, staff estimates \$767,500 within the following funds no longer need to be restricted:

- \$249,532 No longer needed self-funded Malpractice program required to be in place through 2016 to meet statutory liability associated with the former County Hospital. Approximately a \$200,000 balance is recommended to cover Health Services department professional services insurance claim deductibles. see Attachment F Internal Services Fund.
- \$309,826 Discontinued self-funded Disability Insurance, which is now covered through purchased insurance see Attachment F Internal Services Fund.
- \$ 96,733 Great Recession Assessment Appeals increased workload support see Attachment A General Fund.
- \$ 80,031 Discontinued self-funded Disability Program related to safety members, which is now
  covered through participation in the Peace Officers Research Association of California (PORAC) Long
  Term Disability Program see Attachment F Internal Services Fund.
- \$ 31,344 Discontinued self-funded Video Display Terminal employee glasses program, which is now covered through standard vision insurance carrier see Attachment F Internal Services Fund.

An Auditor-Controller-Treasurer-Tax Collector state and federal cost plan compliance evaluation will be conducted before releasing funds.

### **Pension Liabilities**

Fund Type	PROPRIETARY FUNDS	Fiscal Year-End 2016-17 Estimate
Internal Services	Tracks programs' contributions for Retirement and Pension Obligation Debt.	(\$568,170,932)
Retirement & Pension Obligation Bonds	Offset by the associated net pension liability calculations in compliance with	
	Governmental Accounting Standards Board Statement No. 68.	
Total	PROPRIETARY FUNDS INCLUDES PENSION	(\$88,452,229)

The estimated pension related funds aggregated Net Position is driven by financial reporting requirements established by the Governmental Accounting Standards Board Statement (GASB) No. 68, Accounting and Financial Reporting for Pensions. GASB 68 requires the liability of employers contributing to a defined benefit pension plan to be measured as the portion of the present value of projected benefit payments to be provided through the pension plan to current active and inactive employees, less the amount of the pension plan's fiduciary net position.

The \$568 million includes \$337 million associated with the County's net pension liability and \$404 million attributed to pending Pension Obligation debt, offset by \$173 million combined value of assets within the county's Pension fund and held by the Sonoma County Employees Retirement Association. The \$337 million net pension amount does not account for liability accounted within proprietary funds, as well as within the Sonoma County Water Agency and Community Development funds.

### **FIDUCIARY FUNDS**

Fiduciary funds, which are not included in the totals above or the attached fund reports, are assets held by the county based on an established agreement. The Tax Revenue Loss Fund also known as Teeter is a trust fund within this category. First enacted 1949 (Revenue & Taxation code 4703(a)), the Teeter Plan allows counties to finance property tax receipts for local agencies by borrowing money to advance cash to each taxing jurisdiction in an amount equal to the current year's delinquent property taxes. In exchange, the counties receive the penalties and interest on the delinquent taxes when collected. The law requires that 1% of the county's total property assessed value must remain in the trust to handle delinquent payments. In 2010 the Board adopted a policy increasing the minimum balance required from 1% to 2%. In 2015, the Board temporarily adjusted the 2% requirement to 1.25% to address Road infrastructure needs. The estimated FY 2016-17 year-end balance is \$12,061,542. Currently, there are sufficient funds to meet the Board's policy and staff estimates excess funds will not be available in FY 2017-18.

The Auditor-Controller-Treasurer-Tax Collector and the County Administrator (ACTTC) staff are currently conducting a full review of the county and agencies' trust funds.

### Recommendation

In coordination with the ACTTC office, staff will confirm the availability of the \$767,500 in Proprietary Funds estimated to be no longer restricted. Once confirmed, available funds will be included as part of the upcoming Budget Hearings and identified as a potential funding source for the Board's consideration.

### **Prior Board Actions:**

November 3, 2015 Board Review of FY 2015-16 Estimated Year-End Balances February 25, 2014 Board Review of FY 2014-15 Estimated Year-End Balances

**Strategic Plan Alignment** 

Goal 4: Civic Services and Engagement

Periodic review of all funds provides transparency of funds governed by the Board.

### **Fiscal Summary**

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Total Expenditures	0	0	0
Funding Sources			
General Fund/WA GF			
Total Sources	0	0	0

### **Narrative Explanation of Fiscal Impacts:**

None

## Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	<b>Deletions</b> (Number)							
None										

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

N/A

### **Attachments:**

Attachment A General Fund; Attachment B Special Revenue; Attachment C Capital Projects; Attachment D Debt Service; Attachment E Enterprise; Attachment F Internal Service; Attachment G Special Districts Fund; Attachment H Over \$3 million Balances; and Attachment I Board Financial Policies approved on 3/7/2017.

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

None

Unrestricted	County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
Unrestricted	CAO	10005	General Fund Year-End	8,500,000	General Fund estimated to be available as a carry over to finance FY 2017-18 Recommended Budget	None	Board Policy	Varies each year.
Unrestricted	CAO	10205	General Reserve	53,053,495	Emergency uses only consistent with fund balance reserve policy.	No restrictions on use of fund balance, considered discretionary and included in discretionary funds totals according to fund balance policy. Board goal of 15% would equal \$57M. Board could direct a different use at any time.	Board Policy	Growth varies per fund balance target policy.
			Total	61,553,495	_			

Replacement	County Department	Fund	Fund Title	Estimated 06-30- 17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
1-Replacement	CRA	10530	Registrar of Voters ACO	1,907,162	Accumulation of funds to replace 30 year old voting system. CRA is in the process of developing an RFP which we hope to release mid to late 2017	None	Annual budget approval	As approved by the Board
1-Replacement	GENERAL SVCS	10035	County Ctr Parking Enforcement	11,804	Set up to accumulate dollars for capital projects identified in the 5 year plan to improve parking conditions at the County Center.	Restricted to the purpose of the fund	Board Resolution	Varies. Funding results from parking fines and averages \$50,000 to \$150,000 per year; used on projects as determined by the approved Capital Prroject Budget.
1-Replacement	GENERAL SVCS	10505	Fleet ACO		Accumulates replacemnt portion of vehicle equipment internal fees paid by departments and agencies.	None	Annual budget approval	As included in replacement schedule.
1-Replacement	GENERAL SVCS	10515	County Facilities ACO	380,793	Fund was established to manage funds for the replacement and major maintenance of county facilities that provide shared services, such as the animal shelter.	Funding is provided through a funding agreement with the City of Santa Rosa, and therefore must comply with the terms of that agreement.	Annual budget approval	Annual contributions from the City of Santa Rosa and Town of Windsor, based on animal shelter agreement.

Replacement	County Department	Fund	Fund Title	Estimated 06-30- 17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
1-Replacement	ISD	10015	IS Replacement Fund A		Fund contains 1) dept. contributions for computer and equipment replacements for general fund departments allowing a more even expense to the department budgets and ensure depts. are replacing equipment timely and 2) dept. contributions for infrastructure replacement collected through annual rates and expended in varying years dependent on infrastructure replacement based on life of assets and 3) strategic funds including interest earned and balance of project GF contributions for work carried to next fiscal	GF project contributions from PY for work to be completed in Year 2.	Annual Budget Resolution	Annual contributions are fairly flat but the change in fund balance is dependent on the funds transferred back annually to depts. to cover that year's replacement costs.
1-Replacement	ISD	10020	IS Replacement Fund B	809,212	Fund contains dept. contributions for computer and equipment replacements for non-general fund departments allowing a more even expense to the department budgets and ensure depts. are replacing equipment timely.	Use for non-GF dept. computer replacements.	Annual Budget Resolution	Annual contributions are fairly flat but the change in fund balance is dependent on the funds transferred back annually to depts. to cover that year's replacement costs.
1-Replacement	ISD	10025	Technology Investment Fund	552,963	Established as a one-time contribution for priority technology projects (\$2 M) in FY 01-02 as approved by BOS.	-	Annual Budget	None. Initial sum was set aside and drawn down, no plans to grow.

REPLACEMENT	County Department	Fund	Fund Title	Estimated 06-30- 17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
1-Replacement	ISD	10510	Communications ACO	209,150	Accumulated Capital Outlay fund contains dept. contributions for telecommunications replacement for allowing a more even expense to the department budgets and ensure County is replacing equipment timely.	To be used for the replacement of telecommunications equipment and infrastructure.	Annual Budget Resolution	Growth will occur annually to reach capital replacement needs, then funding will be used to cover County telecomm replacement. Target amount would be up approx. \$5 million.
1-Replacement	ISD	10520	Reprographics ACO	2,064	Accumulated Capital Outlay fund established for replacement equipment for reprographics.	To be used for the replacement of equipment for reprographics.	Annual Budget Resolution	None
1-Replacement	ISD	10525	Records ACO	259,432	Accumulated Capital Outlay fund established for replacement equipment for postage	To be used for the replacement of equipment for postage	Annual Budget Resolution	Growth should occur annually to reach capital replacement needs, then funding will be used to cover postage and records equipment replacement. ACO has not been funded since FY 08-09 in order to keep postage and records rates at low costs to departments. Since the General fund contribution to ISD was reduced several years ago, postage and records rates have not been increased to fund
1-Replacement	PRMD	10005	General Fund-PRMD Technology Fees	1,057,599	The tech enhancement fee charges that are recorded in this fund by year end adjustment were originally created to cover the cost of technical enhancements at PRMD.	Spending for technology related enhancements (Accela / Permit Sonoma is an example FY14-15 \$324,929.) for increased efficiencies, customer service, and information for internal and external users.	Annual Budget	FY16-17 Mid Year estimate is \$282,000 contribution to the assigned fund balance Account #30401 at 06-30-17. \$265,300 is projected annual gross contribution to assigned fund balance at year end close FY17-18. Project spending estimated is zero for "Recommended" budget and \$317,900K for "Supplemental" requested FY17-18.

REPLACEMENT	County Department	Fund	Fund Title	Estimated 06-30- 17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
1-Replacement  1-Replacement	PROBATION PROBATION	10080	Probation Radio/Equip Replace  Probation SAC Ops. and Maint.		Is used to manage the maintenance and replacement of protective vest, Juvenile Hall security system, hand held radios, and vehicle radios for the Probation Department. Fund was established to provide working capital for the Probation Camp and Supervised Adult Crew programs, as well as provide a fund to accumulate proceeds to be used for necessary equipment replacement for these	No restrictions on use of fund balance though could create problems for future equipment replacement.  Reserve amount for replacement costs of existing Camp and SAC equipment of \$530,431 and prudent operating reserves of \$137,800 are recommended.	Annual Budget  Annual Budget	Annual contributions are made based on equipment amoritazation schedules, the contributions presently are about \$60,000 annually. Draws from the fund are made as equipment is replaced. Annual contributions are made based on equipment amortization schedules, the contributions presently are about \$60,000 annually. Draws from the fund are made as equipment is replaced.
1-Replacement	REGIONAL PARKS	10050	Equipment Replacement Fund	118,968	To accumulate funds to replace mobile assests (e.g. tractors, mowers)	Fund Balance used to replace mobile assets (e.g. tractors, mowers)	Establishment of ERF was done in 1999 with resolution 99-1308.	Typically funded by a contribution from O&M.
1-Replacement	SHERIFF	10070	Sheriff Radio Replacement	212,138	Fund was established for the maintenance and replacement of hand held radios for Sheriff Law Enforcement Deputies and Corrections staff.	No restrictions on use of fund balance though could create problems for future equipment replacement.	Annual Budget	Minimal contributions have been made in recent years as other service priorities were identified.
1-Replacement	SHERIFF	10075	Sheriff Radio Infrastructure	345,965	Fund was established to manage capital contributions for the maintenance and replacement of radio infrastructure equipment that is part of the countywide radio system.	No restrictions on use of fund balance though could create problems for future equipment replacement.	Annual Budget	Annual contributions are made through the Capital Projects budget based on maintenance and replacement needs identified throughout the year.
1-Replacement	SHF	10005	General Fund-Jaill Mgmt System	500,000	The fund was set-up in FY 08-09 to help with planning and initial work towards implementing a jail management system.	Intended to build up the amount needed for the selected system.	Annual Budget	
			Total	18,893,995	•			

Reinvestment & Revitalization	County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
2-Reinvestment & Revitalization	CAO	10090	RDA Dissolution Distributions	12,827,412	Tax increment apportionment for former Redevelopment Areas, which is now deposited into the General Fund after the dissolution of the state RDA program. Source finances the Board's Reinvestment & Revitalization program	As directed by the Board of Supervisors.	Annual Budget, budget policy, and approved Reinvestment & Revitalization Funds Use Policy.	Annual tax revenue received for dissolved Redevelopment Agencies, plus periodic revenue proceeds received from liquidation of property assets. As of 4/25//2017 Board item #31 annual revenue is estimated at \$2.1 million
			Total	12,827,412	<del>-</del> =			

TRIBAL	County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
3-Tribal	CAO	10100	Tribal Development Impact Mit.	1,246,175		Restricted to the purpose of the fund.	County of Sonoma and Dry Creek Rancheria Band of Pomo Indians Memorandum of Agreement dated March 18, 2008 and Amendment dated September 22, 2015 to mitigate casino development impacts.	\$750,000 base adjusted with an annual escalator based on casino revenue growth per amended Memorandum of Agreement through Dec. 31, 2030.
3-Tribal	CAO	10095	Graton Casino Mitigation		designed to mitigate negative effects of casino operations. Set up to make	4-Restricted to the purpose of the fund and expenditures defined in the Intergovernmental Mitigation Agreement.	County of Sonoma and Federated Indians of Graton Rancheria Intergovernmental Mitigation Agreement dated October 23, 2012, to mitigate casino and resort development	Annual growth dependent on Consumer Price Index and revenue growth of casino.

RESTRICTED	County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
4-Restricted	CAO	10005	General Fund	9,867,053	Restricts available General Fund to account for fund advances made to other non- General Funds. It includes \$9.2 million used to finance EFS implementation. The balance is inventory and prepaid expenses.	Funds are Restricted according to appropriate accounting standars.	Board Policy	None.
4-Restricted	CAO	10105	Tobacco Deallocation	5,614,586	No Specific purpose. Has been previously designated for non-capital costs for ADA Transition Plan. The unspent amounts for cap projects will be rolled over into FY 17-18.	No restrictions on use of fund balance, considered discretionary and included in discretionary funds totals according to fund balance policy. Board goal of 15% would equal \$57M. Board could direct a different use at any time.	Annual Budget	None.
4-Restricted	GENERAL SVCS	10040	Sonoma County Energy Watch	15,804	Contract program with PG&E, started in 2009. Have a 2-3 year program cycle. Funds pay for some program staffing, energy audits and program incentives.	4-Restricted by PG&E.	Board Resolution	Growth varies depending on deposit schedule in agreement with PGE and when projects and cost are expended from the fund.
4-Restricted	HR	10010	ADA Program Fund	0	To better track expenditures associated with implementing the ADA Self Evaluation & Transition Plan.	As directed by the Board	Resolution 09-1152 December 8, 2009	None

RESTRICTED	County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
4-Restricted	PRMD	10005	General Fund-PRMD Permits	90,120	This fund was previously developed to serve as a deferred revenue account. Updated accounting practices changed this fund to an assigned general fund designation.	liability to more accurately recognize outstanding obligations to PRMD customers, and to provide more accurate and conservative recognize	Department is requesting re- establishment of this accounting practice which is in accordance with GAAP per GASB as to revenue	Status pending. No current planned increase or decrease while accounting issue is considered. If made active, funds would be moved to liability section of General Fund balance sheet, then balance would increase or decrease by
4-Restricted	PRMD	10045	ARM Mitigation Fund	3,198	Fund activities designed to mitigate negative environmental effects of gravel mining. Set up to accumulate mitigation fees. Some are passed through to other departments (i.e. Road Mit. Fees passed to TPW). PRMD keeps mining mitigation fees for future use.	Nexus to Mitigation of Gravel Extraction impacts	Resolution 95-0450 dated 4/11/95 and Resolution Number 09-1077a dated 11/10/09	Some/small growth. Some fees are collected and passed to other departments. PRMD mitigation fees grow very slowly.
4-Restricted	TPW	10055	PW District Formation	32,829	The initial contribution was intended to assist with the formation of water districts.	No restrictions on use of fund balance. To be returned to the GF when no longer needed for the established purpose.	Reso. # 87-2000	Once funds are loaned or granted the proceeds of the loan are returned to the fund. If a district is not formed the funds are not repayed and ultimately reduce available financing of future requests.

RESTRICTED	County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
4-Restricted	TPW	10065	PW Road Maint. District Form.	4,486	formation activities	No restrictions on fund balance but policy direction of Board to use to start up Road Maintenance Districts	Board directed spending plan for use of FY 12-13 and FY 13-14 One Time GF Contribution to Roads.	Loans to entities for district formation activities
4-Restricted	TPW		PW Small Water Systems	537,917	systems	Fund balance can only be used for water system loans. Interest earnings used for grants.	Reso 92-1009/ Reso. 92-1010, Agreement with SCWA	No growth anticipated.

Total 16,165,993

SPECIFIC USE	County Department	Fund	Fund Title	Estimated 06-30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
4-Restricted	CAO	10005	General Fund-OPEB	3,000,000	Available for obligations for non-pension post employment benefits for when budgeted payroll collected rates isn't sufficient to meet the actuarially determined annual required contribution (ARC). See item 08-25-15 Item #32.	Board Policy	Board Policy	None.
4-Restricted	ACTTC	10005	General Fund- Mandates Audit Retention	1,755,687	Funds represent 25% of paid claims reimbursing the county for statec mandated services.	Board Policy	Board Policy	N/A
4-Restricted	CAO	10120	Assessment Appeals	96,733	Set up in FY 11/12 as a one time contribution to assist with the assessment appeal back log.	No restrictions on fund balance but adopted Board direction, could be redirected	Annual Budget	None, will only decrease with use.
4-Restricted	CAO/TPW	10110	Refuse Franchise Fees	749,603	Recognize General Fund franchise revenues from Refuse haulers	No restrictions on fund balance but adopted Board policy to use for Roads	Annual Budget and existing budget policies	Growth expected per the franchise agreements, monthly fee payments based on percentage of revenue.
4-Restricted	CAO	10005	General Fund-Fire Svcs P172	63,266	FY 2016-17 Prop. 172 revenues allocated for Fire Services purposes consistent with the Board approved Financial Policy	Intended for Fire Services purposes as recommended by the Board's Fire Ad-Hoc	Annual Budget	Based on annual state-wide tax projections and depending on Sonoma County's allocation relative to all other California counties.
			Total	5,665,289	- =			
		(	General Fund Total	\$ 127,675,508	-			

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/ Policy	Annual Growth or Contribution
AGRICULTURAL COMM	11143	W&M Transaction Verification		ordinary expenses for investigations	The Fund will be used for investigations determined by Weights and Measures to have a strong possibility of widespread consumer harm.	The original source of money in the Fund is a \$25,000 judgment from Superior Court Case 233008, People v Safeway, settled by the District Attorney's Environmental and Consumer Law division.	Original amount of \$25,000 from court case; used to pay for extra W&M investigation needs. Occasional growth.
AGRICULTURAL COMM	11148	Abalone Preservation Fund		Under the administration of the Fish and Wildlife Commission, enhance the abalone population on the North Coast. Established per court case.	Restoring the abalone fisheries on the North coast.	Beginning in January 1996, the District Attorney prosecuted a series of abalone poaching cases. Court No. SCR-22423.	Slow growth from fines; used annually for program needs, fluctuates year to year depending on revenues and expenditures.
AGRICULTURAL COMM	11147	Fish and Wildlife	157,819	Fish and wildlife propagation and conservation.	Protection, conservation, propagation, and preservation of fish and wildlife.	California Fish and Game Code Section 13100 and September 16, 1974, Board Resolution No. 46215	County share of California Department of Fish and Game fine monies.
CAO	11015	Advertising Fund		Program is currently allocated 75% of Transient Occupancy Tax (TOT) revenue to encourage tourism, agriculture and economic development by funding non-profit organizations for advertising and promotions activities, community services programs to address the impacts of tourism, and administrative costs for program management. This Fund includes the Economic Development Program and allows for funding economically depressed years	Resources are to be used to promote tourism visitors, enhance safety, and support community events and programs.	Advertising Policy http://sonomacounty.ca.gov/ CAO/Services/Advertising- Program/Advertising-and- Promotions-Program-Policy/	Depends on level of grants issued and unanticipated collection levels.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/ Policy	Annual Growth or Contribution
CAO	11142	Alternate Dispute Resolution		The fund was established to receive filing fees to be used specifically for Alternative Dispute Resolution services as alternatives to the formal judicial system.	Can only be used for alternative dispute resolution programs that potentially reduce impact of claims on the civil courts.	Business & Professions code section 469, The total amount to be distributed for the support of dispute resolution programs under this section may not exceed eight dollars (\$8) per filing fee.	The funds accumulate as a result of \$8 charge on the filing of first paper or petitions in civil matters. Fund balance may grow based on filing activities and contract costs of ADR program. The Superior Court manages the fund activity and contracts. About \$150,000 is generated annually and used to support the ADR program. Unspent revenues and appropriations are carried forward.
CAO	11144	Tobacco Sec. / Endowment A		Public benefits Capital investments, as a result of deferred investments when absorbing costs due to tobacco use.	Capital improvements benefiting the public per bonding covenants.	Resolution 00-0066	One-time deposit of proceeds of bonds to be paid by tobacco sales revenues due from class action lawsuit settlement.
CAO	11138	Courthouse Construction	1,025,099	Fund established to provide adequate court facilities.	Fund use must be approved by the State Administrative Office of the Courts.	Government Code Section 76100 et. Seq.	Revenue is generated from Court fines and penalties, and committed first to debt service for court portion of the Juvenile Justice Center.
CAO	11139	Criminal Justice Construction	424,963	Fund established to provide adequate criminal justice facilities.	Funds are reserved for major projects and capital projects for County Criminal Justice Facilities.	Government Code Section 76101 et. Seq.	Revenue is generated from Court fines and penalties, and used to support Capital Projects in eligible facilities.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/ Policy	Annual Growth or Contribution
CAO/ACTTC	11145	OSSTA - Measure F		Established to receive transfer of measure C funding and sales tax revenues from Measure F. Fund finances the Open Space District's operations and capital acquisition. Is it monitored by the Auditor's Office to ensure debt service and bonding compliance.	Sales tax revenues generated from Measure F - per the Measure, proceeds are eligible only for uses approved by the Expenditure Plan - these include operating and capital acquisition activities of the Open Space District. This restriction also applies to the residual Measure C monies.	Tax Measures C & F	Growth in this fund is the result of new sales tax revenues, sales tax revenues in excess of projections and/or unspent appropriations.
CRA	11102	Assessor - Property Char Data		Support and maintain property characteristics information sources and systems.	Solely for the purpose of providing Assessor property characteristics data to the public.	408.3 Revenue and Taxation Code	Slow growth based on the sale of property data to the real estate industry.
CRA	11103	Property Tax Admin Program		Supplemental resources for the enhancement of the property tax administration system.	Approved expenditures, including positions and automation improvements, per resolution to participate in the Property Tax Admin Grant Program.	95.31 Revenue and Taxation Code/Resolution No. 02-0942	Suspended; growing only by interest earnings.
CRA	11104	Recorder - Modernization	2,498,082	To support a modernized system of recorded documents.	Solely to support, maintain, improve, and provide for the full operation for modernized creation, retention, and retrieval of information in each county's system of recorded documents.	27361 ( c ) Government Code	Fee revenue from recorded documents support this program.
CRA	11105	Recorder - Micrographics	1,144,142	To support the micrographics program in the Recorder's office.	To defray cost of converting the recorder's document storage system to micrographics.	27361.4 ( a ) Government Code/Ordinance 2709	Fee revenue from recorded documents support this program.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/ Policy	Annual Growth or Contribution
CRA	11106	Clerk/Recorder Vital Records Improvement Plan	536,464	To support the vital records improvement program.	Improvement in the collection and analysis of health-related birth and death certificate information, and other community health data collection and analysis.	103625 (f) - (g) Health and Safety Code and Resolution 88-2217	Fee revenues generated by related vital records services support this program. Slow growth.
CRA	11107	Social Security Truncation	459,713	Truncate social security numbers in public records to protect against identity theft.	Only for the purpose implementing the Social Security Truncation Program.	AB 1168/27301 Government Code/Resolution 07-1038	Slow growth of revenue. Based on fees. Fee discontinued June 30, 2015, growing only by interest earnings
CRA	11108	Recorder Operations Fund	248,156	For recording and indexing every instrument, paper, or notice required or permitted by law.	Recording operations and reimbursement costs.	SB 676/27361 Government Code/Resolution No. 10- 0081; 10-0082	Fee revenue from recorded documents support this program.
CRA	11150	County Clerk Operations	57,816	Issue Marriage Licenses, perform marriage ceremonies, issue certified copies of birth, death and marriage certificates, and other various filings as required by law	Clerk Operations	None	No growth, expenses exceed revenue
CRA	11137	Recorder - eRecording	60,031	To support eRecording program	Costs associated with an electronic recording delivery system, review and approval of vendors and potential authorized submitters, security testing, and reimbursement to Attorney General for regulation and oversight	GC 27397, Ord 6100	Fee revenue from recorded documents support this program
DCSS	11555	DCSS-Child Support Enforcement	1,969,021	Child Support Program Activities.	Activities related to the Child Support Program (Operating Fund).	OMB Circular A-87 Child Support Program	This zeroes out each fiscal year.
DISTRICT ATTORNEY	11128	DA - Auto Insurance Fraud	0	Funds activities related to investigation and prosecution of auto insurance fraud.	Restricted to auto insurance fraud investigation and prosecution activities.	California Insurance Code § 1872.8 and SB 953 (1988)	Annual growth based on one dollar fee assessed.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/ Policy	Annual Growth or Contribution
DISTRICT ATTORNEY	11129	DA - Consumer Protection Fund		Funds are designated for the exclusive use by the District Attorney for the enforcement of consumer protection and environmental laws.	Used exclusively to support and enhance investigation and prosecution of violations of consumer and environmental laws.	CA Business and Professions Code § 17206 and § 17536	Funds recovered from successful fines and fees recovered from successful prosecution efforts. Percent of proceeds and actual cases determine amount received.
DISTRICT ATTORNEY	11130	District Attorney - SCATT	\$7,216	Funds Prosecutor and support staff assigned to auto theft task force.	Money shall not be expended to offset a reduction in any other source of funds.	CA Vehicle Code § 9250.14; Senate Bill 2139 (1990)	State grant funds to support program. Varies from year to year based on application and participants.
DISTRICT ATTORNEY	11131	DA - Family Justice Center	\$50,000	Support operational activities of the Family Justice Center including community based organization partners.	Restricted to use for activities of the Family Justice Center and partners.	Memorandum of understanding with Community Foundation for private donation funds.	Funds are not expected to accumulate. Operational financing is based on donations and grant awards.
DISTRICT ATTORNEY	11132	DA - Asset Forfeiture-Justice		Funds are utilized for staff training and noticing requirements when assets are forfeited.	Funds shall not be used for (a) salaries, except in limited circumstances; (b) use of forfeited property by non-law enforcement personnel; (c) payment of education-related costs; (d) government use of shared assets; (e) extraordinary expenditures.	21 U.S.C. § 881(e)(1)(A) and (e)(3), 18 U.S.C. § 981(e)(2), and 19 U.S.C. § 1616a	Funding is the result of distribution of assets to law enforcement agencies who assisted in the investigation and prosecution of narcotic convictions. Revenues are not predictable and are based on participation from the DA office.
DISTRICT ATTORNEY	11133	DA - Family Justice Canter SB635	319	Used for operational needs of the Family Justice Center.	Funds are restricted for purposes relating to domestic violence prevention, intervention, and prosecution.	Senate Bill 635 (2009).	Revenue is generated from the proceeds from a fee assessed to copying and recording of birth certificates. All proceeds are needed to pay for operational costs of the family justice center.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/ Policy	Annual Growth or Contribution
DISTRICT ATTORNEY	11134	DA - Treasury Forfeiture Fund	2,998	Used to support activities related to general narcotic law enforcement efforts.	Use restricted to the purpose of funds.	CA Health and Safety Code § 11493	Funding is the result of distribution of assets to law enforcement agencies who assisted in the investigation and prosecution of narcotic convictions. Revenues are not predictable and are based on participation from the DA office.
DISTRICT ATTORNEY	11314	District Attorney Revocation	\$100	Used exclusively to fund District Attorney costs associated with revocation proceedings for realigned individuals.	Use restricted to the purpose of funds.	Assembly Bill 118 (2011)	Funds come directly from a portion of state sales tax to fund revocation activities.  Not expected to carry a fund balance.
DISTRICT ATTORNEY	11316	District Attorney LLES	561	Fund established as part of Public Safety Realignment of 2011. Fund represents the previous Citizen Option for Public Safety program for the District Attorney.	Funds are restricted for use by the District Attorney.	Assembly Bill 118 Public Safety Realignment (2011)	Fund growth is based on sales tax revenue, and are used to support operational costs in the District Attorney's Office. Fund is not expected to carry a fund balance.
EMERGENCY SVCS	11146	Hazardous Materials Fund	364,511	Hazardous Materials Enforcement and Mitigation.	Restricted to use for Hazardous Materials Enforcement and Mitigation.	CUPA Program Regulations Chapter 6.95 of the CA Health and Safety Code and per Settlement/Restitution Agreements	Results of fee collection and hazardous materials clean- up or abatement action cost recovery slow growth.
GENERAL SERVICES	11152	EV Charging Stations	699	Fees collected from the public for the use of Electric Vehicle Charging Stations.	Funds to be used for the repair and maintenance of electric vehicle charging stations	Annual Budget	Moderate growth. Based on public use of electric vehicle charging stations.
GENERAL SVCS	11101	Tidelands Leases Fund	180,146	Facility construction and improvements necessary or convenient for the promotion and accommodation of commerce and navigation of the Bodega Harbor area. Established to retain lease payments from lessees. Funds projects that benefit commerce in the area.	Can only be used for tidelands properties per the stated purpose.	Chapter 1064 of the Statutes of California, 1959.	Contributions to the fund are generally lease payments and interest earnings. Lease agreements developed by General Services.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/ Policy	Annual Growth or Contribution
HEALTH SERVICES	11710	Public HIth Fee Stabilization	410,611	Stabilizes costs of fee-based programs in Environmental Health to ensure costs are recovered by fees per board direction. Provides a mechanism to cover unanticipated overtime, extra help, and/or legal cost that may arise from increased permit and/or enforcement activity. The fund provides a mechanism to recover costs that could not be anticipated for inclusion in the Consolidated Fee Hearing. The fund also protects against fee fluctuations in this 100% cost recovery program.	To be used to fund programs that are funded by fees charged to those receiving services. Fines are to be retained by the local enforcement agency (EHS) for enforcement of the programs.	PRC 45010(b) Solid Waste Penalties; BOS Resolution 16- 0163, DHS Fees; SCC, Chapter 14; California Retail Food Code (HSC 113700 et seq); California Safe Body Art Act (HSC 119300 et seq); Food and Agriculture Code, Div 15, Section 3201 et seq. Milk and Dairy; CCR, Title 24, Part 1, Local Detention Facilities; CCR, Title 17, Sections 30700 et seq. Organized Camps; HSC, Section 18897 et seq. organized Camps; HSC, Section 24100-24109 Swimming Facilities; CCR, Sections 65501-65551, Swimming Facilities; HSC Section 116025-116068, Swimming Pools; HSC, Section 116340 et seq, State Small Water Systems; CCR Section 64211 et seq, State Small Water Systems; PRC, Section 43000-44817, Solid Waste; CCR, Title 14 and 21, Solid Waste; HSC 6.7	Annual amount based on fees approved by Board of Supervisors, enforcement activities, additional unanticipated fee for service workload and offset by unanticipated associated costs.
HEALTH SERVICES	11334	Behavioral Health Account 2011	597,591	Records Receipt of State Sales Tax allocations to be spent for Behavioral Health programs	By statute, Revenue can only be used for specifically named Behavioral Health programs	Board Policy	Annual contribution dependent on state allocations.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/ Policy	Annual Growth or Contribution
HEALTH SERVICES	11605	Department of Health Services	0	Grant Proceeds, State & Federal Statutes, fees collected for services approved by BOS, assigned amounts for a given activity delegated by the BOS.	To be used for the administration of Health Services in accordance with the reimbursement guidelines allowed by the various funding sources.	Grant Proceeds, State & Federal Statutes, fees collected for services approved by BOS, assigned amounts for a given activity delegated by the BOS.	Operating fund with nearly zero growth.
HEALTH SERVICES	11610	Intergovernment al Transfer	513,256	To expand services to support the local safety net through improved coordination and integration improving health services for Medi-Cal beneficiaries and other underserved populations.	To be used to expand and improve services to Medi-Cal beneficiaries.	Board Resolution No 11- 0270, Welfare & Institutions Code section 14087.3, contract 09-86381 between County of Sonoma and North Sonoma County Healthcare District	Annual contribution based on allocation of Federal Medi-Cal managed care capitation rate range for Partnership Health Plan of California.
HEALTH SERVICES	11615	Audit Reserve	2,642,085	Medicaid program; County has contracted with State.	To be used for MediCal Administrative and Targeted Case Management Activities.	Audit reserve held for 5 years (or based on audit schedule) - prudent business practice- small portion belongs to Community Based Organizations	Annual contribution based on a % of claimed MAA/TCM revenue. Funds held for 5 years then released to??? unless internal or State audit finding.
HEALTH SERVICES	11705	Animal Welfare Fund	376,248	BOS authorized ACC to solicit and accept donations. Some donations must be spent in the manner prescribed by the donor.	Must be used in the manner prescribed by the donor.	Sonoma County BOS Reso #09-0323	Slow growth. Based on donations.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/	Annual Growth or Contribution
						Ordinance/ Resolution/ Policy	
HEALTH SERVICES	11715	First 5 Sonoma County	13,211,138	Funding for programs that serve and support children age 0-5.	To be used for programs that support children age 0-5.	State Prop 10 Sec 130105 (2A)	Annual contribution redirected to First 5 Operating Fund per First 5 Commission and annual expenditure plan for fund balance is under the authority of the First 5 Commission
HEALTH SERVICES	11720	Maddy Fund	186,021	Funds to reimburse physicians for indigent emergency medical care patients.	To be used to reimburse physicians who provide treatment to indigent emergency medical care patients.	Health & Safety Code Section 1797.98a- 1797.98g	Slow to no growth based on court fines received.
HEALTH SERVICES	11725	Maddy/Richie Fund	317,681	Maddy Emergency Medical services Fund to be used to reimburse physicians and hospitals for indigent emergency medical services patients.	Used to reimburse physicians who provide treatment to indigent emergency medical care patients.	SB 1773 Legislation	Slow to moderate growth. Revenue based on court fines.
HEALTH SERVICES	11730	Tobacco Tax - Education	2,092	Tobacco Tax -Education funds to be used for educational and preventative programs to deter smoking.	Used to fund educational and preventative programs to deter smoking.	State Prop 99, California Tobacco Health Protection Act of 1988.	Growth not anticipated.
HEALTH SERVICES	11735	Hospital Preparedness Program	0	Hospital Preparedness Grant. Will be closed out	Funds must be used for disaster preparedness at healthcare facilities. Activities and expenses include: purchase of disaster supplies or equipment, trainings, exercises, and development of plans.	Board Resolution 09-1064, agreement with Calif. Dept. Public Health Supplemental Funds Agreement No. EPO 09-	No growth. Revenues are received based on cost.
HEALTH SERVICES	11740	Bioterrorism Program	0	Public Health Emergency Preparedness. Will be closed out	Public Health Emergency Preparedness Cooperative Agreement Programs and CA H&S code 101315-101319.		No growth. Revenues are based on State allocations.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/ Policy	Annual Growth or Contribution
HEALTH SERVICES	11745	Vital Statistics Fund	245,506	Health & Safety Code allows funds to be used for defraying costs of collecting & reporting Vital Stats.	Each year, these funds offset the cost of a partial FTE Vital Stats position, and use of these funds is reported in an Annual Report to the State.	H&S Code Section 103625- 103660	No growth. Revenues are based on fees paid for copies of death records.
HEALTH SERVICES	11750	Solid Waste - EAG	4	To protect public health, safety and the environment with regard to solid waste facilities.	Used for costs associated with Solid Waste Facility inspections.	Public Resources Code Section 43230	No growth. Grant revenues based on actual cost of providing service.
HEALTH SERVICES	11805	Driving Under The Influence	0	Client paid fee for service - DUI program (Self-supporting pgm).	Used for operations of the DUI program.	Health & Safety Code Section 11836 - 11838.11 (see 11837.3)	No growth. Based on fees paid by clients.
HEALTH SERVICES	11810	Substance Use Memorial Fund	14,453	Donations to be used for Orenda Center client's care. Used to help clients with living expenses when they are released from treatment.	Must be used in a manner prescribed by donor.	Orenda Memorial Fund policy established 9/15/09 established by community advisory group for a means for family & friends to donate to Orenda Center directly for clients.	Slow growth. Based on donations.
HEALTH SERVICES	11815	Conditional Release Int. Fund	13,247	Donations. To be used as described by donor. Used to help clients with living expense on an interim basis.	Can only be used to help with client living expenses on an interim basis.	PC Section 1026 or WIC 702.3	Slow growth. Based on donations.
HEALTH SERVICES	11820	Residential Treatment & Detox	0	Fines collected by courts for AODS treatment.	To be used to provide alcohol and other drug treatment.	Penal Code 1463.16	Annual contribution based on fines imposed on certain vehicle code violations.
HEALTH SERVICES	11825	Alcohol Abuse Education /Prevention	0	Fines collected by courts for AODS treatment/prev.	To be used to provide alcohol and other drug treatment and prevention.	Penal Code 1463.25	Annual contribution based on fines imposed on certain vehicle code violations.
HEALTH SERVICES	11830	Drug Abuse Education /Prevention	0	Fines collected by courts for AODS treatment/prev.	To be used to provide alcohol and other drug treatment and prevention.	Penal code 1463.13	Annual contribution based on fines imposed on certain vehicle code violations.
HEALTH SERVICES	11835	Alcohol and Drug Assessment	1	Fines collected by courts for AODS treatment.	Used to provide Alcohol and other drug treatment services.	AB 1916	Slow to no growth based on court fines received.

<b>County Department</b>	Fund	Fund Title	Estimated 06-	Purpose of Fund	Restrictions on Use of Fund	Legal Authority for	Annual Growth or
			30-17 Balance		Balance	Restrictions Statute/ Ordinance/ Resolution/ Policy	Contribution
HEALTH SERVICES	11840	MHSA - Community Svcs. & Support.	1,076,760	Funding for programs for Community Service & Support.	To be used in accordance with the approved MHSA plan submitted to the State.	Prop 63 restricted to approved MHSA programs	This fund is for reporting purposes, and will continue to receive MHSA revenues from the State. Moderate growth due to economic recovery and is based on California's highest income earners.
HEALTH SERVICES	11845	MHSA - Capital	1,012	Funding for Capital Projects- and Technology.	To be used in accordance with the approved MHSA plan submitted to the State.	Prop 63 restricted to approved MHSA programs	This particular fund is no longer being funded. These were MHSA one-time funds used for specific activities and will be spent out by 06-30-15.
HEALTH SERVICES	11850	MHSA - Early Intervention	276,230	Funding for Prevention & Early Intervention.	To be used in accordance with the approved MHSA plan submitted to the State.	Prop 63 restricted to approved MHSA programs	This fund is for reporting purposes, and will continue to receive MHSA revenues from the State. Moderate growth due to economic recovery and is based on California's highest income earners.
HEALTH SERVICES	11855	MHSA - Innovation	274,198	Funding for new Innovative Programs.	To be used in accordance with the approved MHSA plan submitted to the State.	Prop 63 restricted to approved MHSA programs	This fund is for reporting purposes, and will continue to receive MHSA revenues from the State. Moderate growth due to economic recovery and is based on California's highest income earners.
HEALTH SERVICES	11860	MHSA - Prudent Reserve	929,808	Reserve Fund for MHSA programs.	To be used in accordance with the approved MHSA plan submitted to the State.	Prop 63 restricted to approved MHSA programs	This fund may be funded, in the future, through transfers from other MHSA funds.
HEALTH SERVICES	11865	MHSA - Education/Trainin g	-	Funding for Workforce Education & Training.	To be used in accordance with the approved MHSA plan submitted to the State.	Prop 63 restricted to approved MHSA programs	This particular fund is no longer being funded. These were MHSA one-time funds used for specific activities and will be spent out by 06-30-15.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/ Policy	Annual Growth or Contribution
HEALTH SERVICES	11905	Child Safety Seats	15,331	Court fines on certain vehicle codes relating to child safety.	Per code sections, revenue must be used on child passenger restraint and bicycle safety education programs.		No anticipated growth. Revenue based on court fines.
HEALTH SERVICES	11991	Health Realignment Fund 1991	10,331,731	1991 Realignment Funds for Public Health Svcs.	To be used for providing health services specified by the state.	CA Chptr 89 (1991) (AB1288 Bronzan); WIC 17609	CA Chptr 89 (1991) (AB1288 Bronzan); WIC 17609
HEALTH SERVICES	11992	Mental Health Realignment 1991	1,254,320	1991 Realignment Funds for Mental Health Svcs.	To be used for providing health services specified by the state.	CA Chptr 89 (1991) (AB1288 Bronzan); WIC 17609	CA Chptr 89 (1991) (AB1288 Bronzan); WIC 17609
HUMAN SERVICES	11510	WP - Federal Assistance Res.	161,816	Results of Federal Medical Assistance Payments from the ARRA funds that were provided to Human Services to offset the increases in welfare program service demands during the recession.	Restricted to Human Services programs.		One time funds which will not grow or reoccur.
HUMAN SERVICES	11505	Human Services Department	9,186,455	Used for matching purposes for 1991 realignment.	Restricted to Human Services programs.	Welfare and Institutions code section 17602-17602.1.	No growth. This fund is used for matching purposes for 1991 Realignment.
HUMAN SERVICES	11312	Human Services AB 118	10,182	AB 109 Realignment 2011.	Funds must be spent on Health and Human Services subaccount programs.	County Fiscal Letter (CFL) 11/12-18 & AB 118	Results of annual allocation statewide.
HUMAN SERVICES	11405	HS Realignment Operating	267	Realignment 1991 \$'s.	Realigned \$'s for Human Services programs.	AB 948 Chapter 91, Statutes of 1991 & AB 1288 Chapter 89 Statutes of 1991	Moderate growth. Based on sales tax and vehicle license fees.
HUMAN SERVICES	11410	Human Services CalWorks MOE	441	Funds the CalWORKS assistance program.	Restricted to Human Services programs.	County Fiscal Letter (CFL) 11/12-18 & AB 118	Revenues based on realignment sales tax.
HUMAN SERVICES	11415	AB 85 Family Support Fund	516,530	Funds for Family Support assistance programs	Restricted to Human Services programs.	County Fiscal Letter (CFL) 11/12-18 & AB 118	Revenues based on realignment sales tax.
HUMAN SERVICES	11515	WP - Wraparound	2,593,253	Services for children to remain at home with their family and in the community, who would otherwise be placed in a high-level group home.	State requirement: any savings must be reinvested into a child welfare service program for direct services to Child Welfare Svcs clients.	SB 163 & ACIN 91-08 and AB 1758 (Ammiano) - As Amended: March 10, 2010	Growth varies based on WRAP population.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/ Policy	Annual Growth or Contribution
HUMAN SERVICES	11520	Dependent Child Fund	· ·	Used for items for Valley of the Moon Children's Home kids.	Only to be used for Valley of the Moon Children's Home children.	Originally established as a trust fund prior to 1980 and converted to Special Revenue Fund upon implementation of GASB standard 34	Moderate growth. Based on donations to the VOMCH.
HUMAN SERVICES	11525	Children's Fund		This came to us when Human Services Commission came to Human Services. This is birth certificate \$ and donations to pay for CBO contracts related to Child Abuse Prevention, Intervention and Treatment.	Restricted to use on child abuse prevention contracts.	AB 2994 known as Children's Trust Fund (CTF). Funds are generated by a surcharge on the sale of birth certificates. These funds may be allocated to private non-profit agencies only	No significant growth in recent years. Revenues are based on birth certificate fees.
HUMAN SERVICES	11530	Title IVe Waiver Fund	, ,	Fund receives revenue for Title IV e Waiver. Balance are maintained for underspending of obligations within the Waiver.	Funds must be spent on expenditures defined within the Title IV e Waiver agreement.		
PRMD	11109	Survey Monument Preservation		Fund retracement or remonument survey of major historical and division lines as authorized by the County Surveyor.  Created to accumulate user fee for survey work projects.	County Survey Work.	Ordinance No. 4182 dated 4/10/89	Slow growth from fees charged on maps filed with the Recorder's Office.
PRMD	11110	PRMD Planning Administration	1,445,875	Fund a portion of costs to maintain required general plan and affiliated programs for work performed by PRMD staff and consultants. Created to accumulate fees for future General Plan work.	General Plan and affiliated programs only.	Ordinance 5777 dated April 15, 2008	Slow growth from building permit fees.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/ Policy	Annual Growth or Contribution
PROB	11309	Local Innovation Subaccount	58,378	Board of Supervisors authority for expenditure priorities consistent with the Trial Court Security, Community Corrections, Juvenile Justice, and District Attorney/Public Defender Realignment accounts	Restricted to uses allowed in the Trial Court Security, Community Corrections, Juvenile Justice, and District Attorney/Public Defender Realignment accounts	Government Code 30029.07	10% of Public Safety Realignment, not predictable
PROBATION	11310	AB109 Contingency	5,127,315	Realignment funding for local services in order to reduce the State Prison population. Local services funded include custody for non-violent, non-serious, non-sex offenders; local post-release supervision; and local planning.	Shall be used exclusively to fund provisions of AB 109 Realignment (2011). SB 87 one-time funds shall only be used for CCP-approved hiring, training, data mgmt., and planning.		Results of annual allocation statewide that are unallocated or unspent.
PROBATION	11136	Probation - Community Corrections Performance Incentives Fund		Community Corrections Performance Incentives Fund (SB 678) for the purpose of improving local probation supervision practices (evidence-based practices) and capacities in order to reduce State Prison population.	Funds allocated shall be used to provide supervision and rehabilitative services for adult felony probationers and be spent on evidence-based practices and programs.	Senate Bill 678 (2009); GC § 30025(e)(6)	Revenues deposited to the Fund proceeds of state block grants based on the county's successful practices as compared to other counties in reducing the prison population by way of Evidence Based Practices that reduce recidivism.
PROBATION	11302	Probation Services AB 109		Realignment funding for local services in order to reduce the State Prison population. Local services funded include custody for non-violent, non-serious, non-sex offenders; local post-release supervision; and local planning.	Shall be used exclusively to fund provisions of AB 109 Realignment (2011). SB 87 one-time funds shall only be used for CCP-approved hiring, training, data mgmt., and planning.	Assembly Bill 118 (2011); Senate Bill 87 (2011)	Results of annual allocation statewide.
PROBATION	11304	Probation - YOBG	2,522,840	Youthful Offender Block Grant funding for development and implementation of treatment programs and services for non-707(b) offenders who will no longer be sent to State facilities.	Shall be used to enhance the capacity of county probation, mental health, drug and alcohol, and other county departments to provide appropriate rehabilitative and supervision services to youthful offenders.	Senate Bill 81 (Chapter 175, Statues of 2007); Amended in 2009 by SBX4 13, Chapter 22, Statues of 2009	• •

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/ Policy	Annual Growth or Contribution
PROBATION	11306	Probation - Juv. Prob. & Camp	3,582,171	Juvenile Probation Funding for specified probation services for at-risk youth, juvenile offenders, and their families; and Camp Funding for operation of Juvenile camps/ranches.	Shall be used to target at-risk juvenile offenders and their families, and for juvenile camps.	Assembly Bill 139 (2005), Chapter 74	Grant funds based on costs. Minimal growth.
PROBATION	11308	Probation - Juvenile Justice Crime Prevention Ac	1,710,200	Juvenile Justice Crime Prevention Act funds projects that have been proven to be effective in reducing crime and delinquency amount at-risk youth and young offenders.	Shall be used to implement programs targeted at prevention, intervention and suppression of juvenile criminal activity.	Assembly Bill 1913 (2000), Chapter 353	Grant funds based on SC proportional share of funds. Minimal growth.
PUBLIC DEFENDER	11318	Public Defender Revocation	120,132	Public Defender cost related to defense of state parole and post-release community supervision clients.	Use restricted to the purpose of funds.	Assembly Bills 109 & 118 (2011)	Funds come directly from a portion of state sales tax to fund revocation activities.  Not expected to carry a fund balance.
REGIONAL PARKS	11111	Regional Parks Restricted Donations	1,117,018	Developed for specific revenue sources dedicated to specific dept. projects, programs or purposes.	Each category of funding has restrictions based on revenue source.	Board of Supervisors	Funding based on dedicated revenue stream(s).
REGIONAL PARKS	11112	Sonoma Coast Park Mitigation	14,729	Park Mitigation Fees to establish a funding mechanism to acquire and develop new parks in order to keep pace with the growing population. Set up to accumulate fees to be spent in the mitigation zone for park and/or recreation related capital projects.	Can only be used on Capital Projects.	Government Code Section 66000-66008 and Article VI. Public Improvements, Section 25-58 of the Sonoma County Code. In addition, AB1600 provides annual reporting requirements and case law provide additional restrictions and legal parameters.	Funding based on development fees generated in a particular zone.
REGIONAL PARKS	11113	Cloverdale/Heald sburg Park MIT	248,894	Park Mitigation Fees to establish a funding mechanism to acquire and develop new parks in order to keep pace with the growing population. Set up to accumulate fees to be spent in the mitigation zone for park and/or recreation related capital projects.	Can only be used on Capital Projects.	Government Code Section 66000-66008 and Article VI. Public Improvements, Section 25-58 of the Sonoma County Code. In addition, AB1600 provides annual reporting requirements and case law provide additional restrictions and legal parameters.	Funding based on development fees generated in a particular zone.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/ Policy	Annual Growth or Contribution
REGIONAL PARKS	11114	Russian River /Sebastopol Park MIT	277,574	Park Mitigation Fees to establish a funding mechanism to acquire and develop new parks in order to keep pace with the growing population. Set up to accumulate fees to be spent in the mitigation zone for park and/or recreation related capital projects.	Can only be used on Capital Projects.	Government Code Section 66000-66008 and Article VI. Public Improvements, Section 25-58 of the Sonoma County Code. In addition, AB1600 provides annual reporting requirements and case law provide additional restrictions and legal	Funding based on development fees generated in a particular zone.
REGIONAL PARKS	11115	Santa Rosa Park MIT	294,317	Park Mitigation Fees to establish a funding mechanism to acquire and develop new parks in order to keep pace with the growing population. Set up to accumulate fees to be spent in the mitigation zone for park and/or recreation related capital projects.	Can only be used on Capital Projects.	Government Code Section 66000-66008 and Article VI. Public Improvements, Section 25-58 of the Sonoma County Code. In addition, AB1600 provides annual reporting requirements and case law provide additional restrictions and legal	Funding based on development fees generated in a particular zone.
REGIONAL PARKS	11116	Petaluma/Rohner t Pk/Cot Pk Mitigation	58,884	Park Mitigation Fees to establish a funding mechanism to acquire and develop new parks in order to keep pace with the growing population. Set up to accumulate fees to be spent in the mitigation zone for park and/or recreation related capital projects.	Can only be used on Capital Projects.	Government Code Section 66000-66008 and Article VI. Public Improvements, Section 25-58 of the Sonoma County Code. In addition, AB1600 provides annual reporting requirements and case law provide additional restrictions and legal parameters	Funding based on development fees generated in a particular zone.
REGIONAL PARKS	11117	Sonoma Valley Park MIT		Park Mitigation Fees to establish a funding mechanism to acquire and develop new parks in order to keep pace with the growing population. Set up to accumulate fees to be spent in the mitigation zone for park and/or recreation related capital projects.	Can only be used on Capital Projects.	Government Code Section 66000-66008 and Article VI. Public Improvements, Section 25-58 of the Sonoma County Code. In addition, AB1600 provides annual reporting requirements and case law provide additional restrictions and legal parameters.	Funding based on development fees generated in a particular zone.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/ Policy	Annual Growth or Contribution
REGIONAL PARKS	11118	Larkfield/Wikiup Park MIT	11,011	Park Mitigation Fees to establish a funding mechanism to acquire and develop new parks in order to keep pace with the growing population. Set up to accumulate fees to be spent in the mitigation zone for park and/or recreation related capital projects.	Can only be used on Capital Projects.	Government Code Section 66000-66008 and Article VI. Public Improvements, Section 25-58 of the Sonoma County Code. In addition, AB1600 provides annual reporting requirements and case law provide additional restrictions and legal parameters.	Funding based on development fees generated in a particular zone.
SHERIFF	11120	Sheriff - AB 1109 Fees	512,033	The special fund shall be expended to supplement the county's cost for vehicle fleet replacement and equipment, maintenance, and civil process operations. Established based on code to support and enhance the Sheriff civil programs.	The special fund shall be expended to supplement the county's cost for vehicle fleet replacement and equipment, maintenance, and civil process operations.	Govt. code 26746	Funding includes interest earnings and fine and fee revenues. Slow growth.
SHERIFF	11121	Sheriff - AB 709 Fees	269,551	For purchase and maintenance of equipment and furnishings of civil Bureau. 5% can be used for department administration of the civil bureau. Established based on code to support and enhance the Sheriff civil programs.	Ninety-five percent of funds shall be expended to supplement the costs of implementation, maintenance, and purchase of equipment and furnishings the sheriff's civil program. Five percent of the moneys used for administrative costs for managing the civil program.	Govt. Code 26731	Funding includes interest earnings and fine and fee revenues. Slow growth.
SHERIFF	11122	Sheriff - Federal Forfeiture - DOJ	1,991,567	Fund was established to accumulate equitably shared funds that are restricted to use law enforcement activities. Typically funds are expended for one time project needs such as deputy housing, large equipment, transportation busses, command center replacement. LE training, drug education and awareness. Asset tracking and accounting.	Equitably shared funds shall be used by law enforcement	US Code Section 881 (e)(3) of Title 21.	Growth based on unspent prior funds and new case activities.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/ Policy	Annual Growth or Contribution
SHERIFF	11123	Sheriff - Fed Forfeiture - US Treasury	5,571	Fund was established to accumulate equitably shared funds that are restricted to use law enforcement activities. Typically funds are expended for one time project needs such as deputy housing, large equipment, transportation busses, command center replacement. LE training, drug education and awareness. Asset tracking and accounting.	be used by law enforcement	US Code Section 881 (e)(3) of Title 21.	Growth based on unspent prior funds and new case activities.
SHERIFF	11124	Sheriff - DMV ID Fee		The local Remote Access Network (RAN) Board determines use of funds (used for automated mobile and fixed identification devices and finger print identification).	Money allocated to a county shall be expended exclusively to fund programs that enhance the capacity of local law enforcement to provide automated mobile and fixed location fingerprint identification of individuals who may be involved in driving under the influence.	Vehicle Code Section 9250.19	Fee Revenues designated by jurisdiction. Do not accumulate.
SHERIFF	11125	Asset Forfeiture Fund	1,708,904	Exclusive to support LE efforts. More broad use compared to other asset forfeiture funds. Used for projects that can not be funded by more restricted funds. No supplantation.	Proceeds distributed pursuant to section 11489, "shall not supplant any state or local funds that would [otherwise] be made available" to the agency. This limitation is an expression of legislative intent that forfeiture proceeds should enhance law enforcement and prosecution resources.	H&S Code 11489	Growth based on unspent prior funds and new case activities.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/ Policy	Annual Growth or Contribution
SHERIFF	11126	JAG - Justice Assistance Grant	0	Set up to receive grant funding for various criminal justice based projects.	Bureau of Justice Assistance supports law enforcement, courts, corrections, treatment, victim services, technology, and prevention initiatives that strengthen the nation's criminal justice system. Limited to the grant approved use.		No built in growth. Funding from JAG successful application and award within a given FY. May be minimal carry forward funds to be used on grant projects as approved.
SHERIFF	11127	Detention - Jail Industries	110,075	Fund was developed to receive and separate receipts from sale of commissary items to inmates. Funding used to provide services to inmates in detention facilities.	Funds in a Jail Industries Fund restricted for operation or expansion of the jail industry program or to cover operating and construction costs of county detention facilities, and operating and construction costs of county detention facilities.	SB262 & Penal Code 4328	Growth of funds are tied to commissary sales and other sale activities.
SHERIFF	11320	Sheriff Trial Court Security	6,056,203	State revenue specifically allocated for the purpose of providing court security services to the Superior Court.	which shall be used	AB118 Public Safety Realignment Penal Code 30027 ( c ) (1)	State funds based on historical costs. Used in year received. Minimal carry forward balances but not expected to accumulate.
SHERIFF	11322	SH - LLES - Booking Fees	13,744	state. Funds are transferred to General	Restricted to operational activities for detention of	AB118 Public Safety Realignment Govt. Code 29553(b)	State Law required the separation of realignment funds. These revenues are based on a state formula and will not accumulate but will be used annually to support the cost of jail operations.
SHERIFF	11324	SH - LLES - ST COPS (LED)	63,281	Fund established as part of Public Safety Realignment of 2011. Fund represents the previous Citizen Option for Public Safety program for the Law Enforcement Division of the Sheriff's Office.	·	AB118 Public Safety Realignment Govt. Code 29553(b)	Funds come directly from a portion of state sales tax to fund law enforcement activities. Not expected to carry a fund balance.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/ Policy	Annual Growth or Contribution
SHERIFF	11326	SH - LLES - ST COPS (DD)	32,487	Fund established as part of Public Safety Realignment of 2011. Fund represents the previous Citizen Option for Public Safety program for the Detention Division of the Sheriff's Office.	Restricted to operational activities for detention of inmates.	AB118 Public Safety Realignment Govt. Code 29553(b)	Funds come directly from a portion of state sales tax to fund detention activities.  Not expected to carry a fund balance.
SHERIFF	11328	SH - LLES - CAL- EMA	103,645	Narcotics related activities specific to grant funding application.	Funds shall be used exclusively for Public Safety Services, as defined, and for specific services, by creating a state-mandated local program. For narcotics enforcement.	AB118 Public Safety Realignment Penal Code 13821 (b)	Funds are not expected to accumulate and will be used for purposes specified in the grant application.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute/ Ordinance/ Resolution/	Annual Growth or Contribution
CHEDIEE	11220	CIL 166 AP 100			F. day and the base of	Policy APAGE	
SHERIFF	11330	SH - LCC - AB 109 (LED)	0	Local Community Corrections Account which shall be used exclusively for Public Safety Services and programming.	Funds used to implement Community Corrections Partnership plan as approved by the Board of Supervisors.	AB109 & AB118	Funds may show minimal growth if costs are less than appropriated. The ending fund balance will be used to offset costs in the following year. Funding is transferred into this SRF from a trust fund based on approved realignment plan and
SHERIFF	11332	SH - LCC - AB 109 (DD)	0	Local Community Corrections Account which shall be used exclusively for Public Safety Services and programming.	Funds used to implement Community Corrections Partnership plan as approved by the Board of Supervisors.	AB109 & AB118	related budget. Funds may show minimal growth if costs are less than appropriated. Funding is transferred into this SRF from a trust fund based on approved realignment plan and related budget.
TPW	11051	Roads Fund	6,242,095	Road Fund General Operations.	Must be used for Roads, bridges and related purposes.	Highway tax code sections 2103-2106	Results of savings from expenditures under budget and revenues over budget.
TPW	11052	State Tribal Casino Fund	93,095	State Tribal Funds.	To offset impacts of tribal gaming on county roads around the casinos.	Govt Code 12710-12718	Stable growth. Based on agreements between tribal gaming institutions and the state.
TPW	11053	Sonoma Valley Development Fee	1,093,966	Traffic Mitigations-interest bearing account. To finance road projects that increase daily average trip vehicle capacity.	Road improvement projects needed due to development. If money is not earmarked or used on a specific project within 5 years it must be returned to the Developer.	County Ordinance 5877, Govt Code 6606(a), County Code 26-98-010	Grows from fees on development activity in the area per the ordinance.
TPW	11054	Countywide Development Fee	5,415,271	Traffic Mitigations-interest bearing account.		County Ordinance 5877, Govt Code 6606(a), County Code 26-98-605(b)	Grows from fees on development activity countywide per the ordinance.

	<b>County Department</b>	Fund	Fund Title	Estimated	06-	Purpose of Fund	Restrictions on Use of Fund	Legal Authority for	Annual Growth or
				30-17 Balaı	nce		Balance	Restrictions Statute/	Contribution
								Ordinance/ Resolution/	
								Policy	
-	ΓPW	11119	PEG Access Fees	1,96	9,695	To promote broader public access to cable	Can only be used for	Ordinance 5851 ref. to	Funding from cable provider
						television infrastructure and public media	expenses to support public,	Federal Law	revenues grows slowly.
						content.	education, and government		
							uses of cable television		
							infrastructure.		
			Total	157,147	7,893				

<b>County Department</b>	Fund	Fund Title	Estimated	Purpose of Fund	Restrictions on Use of	Legal Authority for Restrictions
			Balance as of		Fund Balance	Statute /Ordinance /Resolution/
			6-30-2017			Policy
CAO and General Services	20000	Capital Projects Funds	7,969,555	Accumulates multi- year funds for specific projects as approved by the Board annually.	As defined in the approved project scope	Board of Supervisors annual budget resolution.

**Enclosed Appendix: FY 2016-17 Budget Per Established Project** 

Project Title	Project Description	Total Project Budget	Total Expenditures To Date	FY 16-17 Total Appropriation (Gross Exp.)
	GENERAL GOVERNMENT CAPITAL PRO	DJECTS		<u>.</u>
County Administration Center				
Sheriff Building New Evidence Storage	Add storage building to meet increasing demand for evidence storage space for mandated periods of time.	2,031,507	796,717	1,234,790
2755 Mendocino Avenue Office Building	Renovation of 2755 Mendocino Avenue building for the Family Justice Center, including replacement of roof and mechanical screen.	7,755,250	7,651,557	103,693
Central Mechanical Plant Boilers	Replace boilers to meet emissions standards per BAAQMD Regulation 9, Rule7.	586,000	238,650	167,878
Motor Pool Lot Relocation	Relocate Fleet parking space due to the sale of the existing property to State Courts for the new courthouse facility.	328,557	37,570	290,987
Central Mechanical Plant Energy Improvements	Installation of additional energy efficiency measures identified in the September 2008 Investment Grade Audit Report prepared by Aircon Energy.	23,575,184	23,264,151	311,033
County Government Center Development Phase 1a	Construct a new office building to house county services with the highest priority space needs at the County Center campus.	1,009,000	436,792	272,208
CAO Carpet Replacement	Reconfigure spaces to improve accessibility, enhance meeting options and address privacy issues. Replace 20 year old, worn carpet with reduced maintenance carpet tiles. Apply current code to uncompleted 1991 HVAC upgrade and complete work. This will require moving out all of the staff and furniture for duration of construction & hazmat work.	1,231,000	7,333	222,667
La Plaza A HVAC Replacement	Replace HVAC units for La Plaza A.	250,000	-	250,000
HOJ South Elevator Repair	Perform repairs to the elevator as recommended in the assessment report.	326,546	17,887	308,659
New State Courthouse Coordination Support	Provide ongoing proactive County staff coordination of impacts on County Administration Center land and infrastructure resulting from the new State courthouse project.	1,420,000	39,162	1,065,727
I County Administration Center		38,513,044	32,489,819	4,227,642
Adult Detention Facilities  Main Adult Detention Facility  Bunk Installation	Continued phased installation of additional bunks in single bunk cells to increase capacity.	395,563	313,930	81,633
Main Adult Detention Facility PTZ Cameras	Install new pan-tilt-zoom cameras in housing modules to provide increased monitoring for officer safety.	191,002	74,410	116,592

Project Title	Project Description	Total Project Budget	Total Expenditures To Date	FY 16-17 Appropria (Gross Ex
Main Adult Detention Facility A/B Dayroom and Rec Yard Subdivision	Divide housing modules A and B into upper & lower sub- dayrooms, and recreation yards to facilitate inmate population management and increase out-of-cell activity.	684,585	580,392	104
Main Adult Detention Facility R-Mod Dayroom Divider	Sub-divide existing dayroom to allow inmates more time out of their cells per Title 15 guidelines.	381,068	365,402	15
Main Adult Detention Facility R-Mod Metal Door Replacement	Replace existing doors with high-security metal doors commensurate with the population in this module.	475,000	441,606	33
Main Adult Detention Facility Roof	Re-roof older Main Adult Detention Facility critical-condition roof area (phased replacement).	4,252,000	1,525,918	1,318
Main Adult Detention Facility Electrical Security	Assessment of security and communication systems in all County detention facilities; improvements to priority items.	900,000	127,861	257
Main Adult Detention Facility Booking Space Evaluation and Renovation	Expand/improve the Main Adult Detention Facility booking area for increased and safer processing flow, per Criminal Justice Master Plan Needs Assessment Phase 1.	144,605	99,933	44
Main Adult Detention Facility Rec Yard Window Sealing	Reseal all windows, repair cracks and penetrations. Exterior windows at Main Adult Detention Facility recreation yards are leaking, allowing water intrusion and damage over time. Phased work. Asset preservation priority.	400,000	19,212	380
Main Adult Detention Facility Housing Safety and Security	Construct improvements to the housing modules to allow for better management of the inmate population and provide safety and security for inmates and staff. This includes replacement of wood doors with steel doors, installation of new locks and controls and sub-dividing the housing modules.	475,415	22,883	452
Behavioral Health Housing Unit	Construction of Behavioral Health Housing Unit at the Main Adult Detention Facility utilizing SB 863 funding awarded in November 2015.	46,200,000	41,141	6,158
Main Adult Detention Facility Courthouse Connection Corridor	Design and construct a new secure inmate transfer connection between existing court holding in the Main Adult Detention Facility and the new State court house. The County is obligated to have the tunnel/courts facility interface completed by January 2018 which is the beginning of construction for the courts facility structure.	12,139,000	-	3,825
Main Adult Detention Facility Laundry Conveyor Replacement	Replacement of Laundry Conveyor used for inmate clothing and property.	550,000	-	350

				FY 16-17 Total
			Total Expenditures	Appropriation
Project Title	Project Description	Total Project Budget	To Date	(Gross Exp.)
North County Detention Facility Perimeter Security	Replace/upgrade North County Detention Facility perimeter security fence system.	924,562	907,936	16,626
ototal Adult Detention Facilities		68,112,800	4,520,624	13,155,104
Los Guilicos and Juvenile Deten	<u>tion</u>			
Los Guilicos Indoor Firing Range Upgrades	Replace the existing target track system with a new reliable system to be used for mandated quarterly law enforcement training.	200,000	142,706	57,294
Subtotal Los Guilicos		200,000	142,706	57,294
Veterans' Memorial/Communit	y Svc. Bldgs.			
Vets Buildings Repairs	Sebastopol Sprinkger system, Santa Rosa Roof replacement, Guerneville HVAC repairs, Cloverdale auditorium upgrades, Petaluma Driveway refurbishment and kitchen renovations at various locations.	7,712,184	5,304,676	2,407,508
Subtotal Memorial Buildings	various locations.	7,712,184	5,304,676	2,407,508
Other Facilities				
Facility Planning	Various planning efforts to develop projects for inclusion in the Annual Capital Improvement Plan.	2,444,796	2,252,618	192,178
Water Conservation	Initial landscape water conservation projects at County facilities.	152,000	141,344	10,656
2009 ADA SETP Improvements	Remove physical barriers per the approved County of Sonoma 2009 updated ADA Transition Plan.	23,095,000	7,441,181	5,875,023
Redevelopment Improvements	Roseland property maintenance of groundwater monitoring well, and ongoing sampling and test result reporting to the State Water Quality Board.	6,164,747	1,777,614	3,653,414
Hazardous Materials Mgt/Abatement	Continuation of phased abatement to address hazmat found in County facilities in the course of other projects for which abatement was otherwise Nt foreseen.	1,899,437	1,881,584	17,853
Human Services Improvement Projects	Valley of the Moon Children's Center air isolation unit repairs, development of Neighborhood Services, and planning for relocation of Adult and Aging with lease expiration in May 2017.	5,072,215	4,052,215	1,020,000
Fleet/Materials Lab Relocation	The budget includes funds for a portion of the project management of the Fleet Maintenance facility move. This project also includes certain modifications to the HVAC controls and systems in the County Administration Building.	9,666,841	2,481,238	7,185,603

			Total Evpandituras	FY 16-17 Total
Project Title	Project Description	Total Project Budget	Total Expenditures To Date	Appropriation (Gross Exp.)
	,	, ,		
Fire and Emergency Services CSA #41 Equipment Storage Building	Construction of basic fire suppression equipment and truck storage garage for Lakeville upon completion of lease negotiations for the facility site.	915,320	485,963	429,357
CEC Electric Vehicle Station Grant	Upgrade existing vehicle charging stations and install new charging stations in Guerneville and Cloverdale.	500,000	87,158	412,842
SR Road Yard Emergency Generator	Install new generator to power Department Operations Center for emergencies.	150,000	31,850	118,150
DHS Animal Services Facility Improvements	Expansion of the surgical unit and office space and kennel renovations for the mitigaton of heat, cold, and noise.	607,165	17,845	589,320
TPW Annapolis Road Yard Siding Preservation	Preserve and replace deteriorated exterior siding.	178,581	138,229	40,352
Subtotal Other Facilities		50,846,102	20,788,839	19,544,748
Communications Projects Communications-Towers	Complete construction for Siri, Moonraker, and Meyers Grade.  Next priority projects are Sears Point for construction and  Tracen Two Rock for design.	17,668,000	6,229,417	664,921
TOTAL COMMUNICATIONS	Tracerri wo kock for design.	17,668,000	6,229,417	664,921
TOTAL GENERAL GOVERNMENT		183,052,130	69,476,081	40,057,217
	REGIONAL PARKS	, ,	, ,	
Bodega Bay Bicycle Trail Smith Bros. Road	This project will construct 0.65 mile of Class 1 trail along Smith Brothers Road from Bird Walk Coastal Access Trail to Lucas Wharf as part of the California Coastal Trail. Once completed, the trail will provide bicyclists and pedestrians safe passage between Doran Beach Regional Park and local businesses.	312,000	5,000	10,000
Bodega Bay Bicycle Trail Coastal Prairie	This project includes the construction of 1.1 miles of Class 1 trail from Keefe Avenue to the Nicholas Green Memorial Bell Tower, which was completed in spring 2016. Wetland mitigation monitoring will continue for a minimum of 3 years.	1,483,000	1,421,364	36,636

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			Total Expenditures	FY 16-17 Total Appropriation
Project Title	Project Description	Total Project Budget	•	(Gross Exp.)
Bodega Bay Bicycle Trail Coastal North Harbor	This project will construct 0.32 mile Class 1 trail from Nicholas Green Memorial Bell Tower to Eastshore Road near the Porto Bodega Marina and RV Park. The trail will provide pedestrians	1,800,000	24,700	110,300
	and bicyclists a safe alternative to Highway 1 and help complete the California Coastal Trail. The State Coastal Conservancy awarded \$100,000 in 2016 to fund the environmental review, design and engineering, plans and specifications.			
Bodega Bay Dredging	Planning, permitting, and implementing marina and Bodega Harbor channel dredging.	4,277,000	46,298	230,702
Central Sonoma Valley Trail	Planning and construction of Class I trail parallel to Highway 12 connecting schools and parks.	939,000	422,555	456,445
Cloverdale River Park Phase 4	Construction of a new permanent restroom, group picnic facilities, and other park amenities to better serve park visitors.	450,000	13,504	97,275
Copeland Creek Trail	Plan trail connecting Sonoma State University to Crane Creek Regional Park.	1,283,000	4,512	80,488
Helen Putnam Kelly Creek Trail	Trail connection within Helen Putnam and additional parking to reduce parking pressures within surrounding neighborhoods and provide access to the Kelly Creek corridor.	280,000	663	4,337
Hudeman Slough	Planning for boat launch redevelopment and A.D.A. improvements.	600,000	147,476	57,524
Kenwood Plaza	Fabricate and install interpretive signs.	120,000	108,086	11,914
Laguna Trail Ph 1 Kelly Farm	Multi-use trail was originally constructed using products that failed to prevent cracking. Proceeds from a claim against the contractor and product manufacturer will fund the repairs.	300,000	-	300,000
Laguna Trail Ph 2 Brown Farm	Construct 3.2 miles of new Laguna de Santa Rosa trail and trailhead and 0.2 mile trail connection to the Joe Rodota Trail.	1,536,000	20,225	674,712
Occidental to Coast Trail	Planning and acquisition.	500,000	145	6,472
Ragle Ranch ADA	Planning and design for permanent restroom near the volleyball and tennis courts.	600,000	188,661	2,339
Sea Ranch Access Trail	Relocate sections of the Bluff Top Trail public access easement and access to Walk On Beach, prepare final design and C.E.Q.A. and complete improvements.	3,710,000	95,802	11,198

Project Title	Project Description	Total Project Budget	Total Expenditures To Date	FY 16-17 Total Appropriation (Gross Exp.)
San Francisco Bay Trail Petaluma	The project includes trail acquisition, planning and Phase 1 construction for approximately 2 miles of Class 1 Trail as part of the San Francisco Bay Trail. This project will create a safe non-motorized transportation and recreation route linking Sears Point area with Marin County, as well as a connection to Petaluma. This project includes the Petaluma Marsh Trail.	2,036,000	_	132,389
San Francisco Bay Trail Sonoma	Planning and acquisition for over 7 miles of regional trail in southern Sonoma County.	1,268,000	22,428	74,572
SMART Trail SW-Santa Rosa	Design and construction of a 1.3 mile Class 1 trail parallel to the rail corridor.	1,128,000	1,128,000	-
Sonoma Schellville Trail	Planning and acquisition for 4.8-mile trail.	1,799,000	128,643	780,357
WCT Forestville Trailhead	Planning, acquisition, and construction of a trailheads in the Forestville area.	761,000	4,248	90,752
WCT Wright to Sebastopol Rd	Design and construct a midblock crosswalk at North Wright Road and a 0.18 mile Class 1 trail along the former railroad right of way between North Wright Road and Sebastopol Road.	334,000	419	19,581
Bay Area Ridge Trail	The project is to acquire and develop Sonoma County's portions of the continuous 550 mile Bay Area Ridge Trail.	45,000	-	10,000
Bellevue Creek Trail	This project includes the acquisition and development of a 4.74-mile trail from Stony Point Road to Petaluma Hill Road This project will create a safe non-motorized transportation and recreation route along the Water Agency's Bellevue-Wilfred channel, connecting Rohnert Park and Cotati to the regional trails. Phase 1 will construct approximately 2 trail miles from the Laguna Bikeway to the SMART Trail.	3,275,000	_	10,000
Calabazas Creek Preserve	This project includes acquisition and developing initial public access of the 1,290-acre Calabazas Creek Ranch located on the east side of Sonoma Valley, acquired in 2004 by the Sonoma County Agricultural Preservation and Open Space District (SCAPOSD).	1,503,000	2,816	7,184
California Coastal Trail	This project includes the acquisition and development of Sonoma County's portion of the continuous 1200 mile California Coastal Trail.	1,000,000	5,000	2,000

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			Total Expenditures	FY 16-17 Total Appropriation
Project Title	Project Description	Total Project Budget	•	(Gross Exp.)
Carrington Ranch	This project includes acquisition and development of initial public access of the 335-acre Carrington Ranch acquired in 2003 by the SCAPOSD. Regional Parks is collaborating with SCAPOSD on project funding options and the property transfer scheduled for fall 2016.	1,470,000	-	5,000
Coastal Trail Kashia Pomo	Trail development of an approximate 1-mile long trail easement and staging area from the Kashia Band of Pomo Indians of Stewarts Point Rancheria, acquired in 2015 in partnership with the SCAPOSD, Coastal Conservancy, and the	410,000	-	5,000
Crane Creek Park Expansion	This project will acquire a 75-acre expansion for Crane Creek Regional Park to connect Copeland Creek Trail and protect of the headwaters of Hinebaugh Creek. Acquisition negotiations are in process as well as grant application preparation.	1,680,000	26,243	37,413
Geyserville River Access	This project includes planning and acquisition work for a new park and Russian River access in the Geyserville area to provide safe recreational access to the River.	615,000	-	5,000
Gualala Point Expansion	This project is focused on identifying available land in order to expand the park along the main and South Forks of the Gualala River to support the Gualala River Waterway Trail for improved fishing access, non-motorized boat access, trail and camping opportunities, and resource protection of redwood groves and riparian woodland.	310,000	-	3,000
Guerneville River Park	Phase 2 includes acquisition for park expansion and access along with construction of boat launch, parking, picnic area, and pathway.	1,115,000	133,921	643,079
Hinebaugh Creek Bikeway (Laguna Bikeway)	The Laguna de Santa Rosa Bikeway is proposed to connect Rohnert Park to Sebastopol and continue north to Riverfront Regional Park. This project includes the acquisition and development of 0.54 mile Class I bike path from Stony Point Road to Hinebaugh Creek at the Rohnert Park city limits.	1,097,000	-	5,000
Hood Expansion	This project includes acquisition, planning and development of park expansion and Bay Area Ridge Trail and other trail linkages to Sugarloaf Ridge State Park and the Los Guilicos county facility.	931,000	86,000	5,000
Hood Lower Johnson Ridge Trail	Planning, acquisition, and construction for approximately 0.25-mile a second phase of this Bay Area Ridge trail project.	316,000	118,000	43,000
Hood to Hwy 12	Construct 0.3 miles of Bay Area Ridge Trail.	252,000	244,493	7,507

Project Title	Project Description	Total Project Budget	Total Expenditures To Date	FY 16-17 Total Appropriation (Gross Exp.)
Hood Lawson	Studies, planning, master plan amendment, and development to add 247 acres to Hood Mountain Regional park and Open Space Preserve.	1,296,000	42,096	557,904
Los Guilicos - Hood House	Feasibility work on historic Hood House and surrounding land for public use.	154,000	-	4,000
Mark West Creek	Planning, acquisition, and development of new 1,100-acre regional park in the Mark West Creek watershed.	5,415,000	202,283	993,717
Mark West Creek Trail	This project includes the planning, acquisition and construction of a 1.4 mile Class 1 trail connecting from Old Redwood Highway to the planned SMART Trail near the Airport Industrial Area, and within the Airport Employment Center Rural Investment Area. The project is scheduled for completion in 2022.	920,000	25,982	169,018
Matanzas Creek Park	This project includes acquiring, planning and developing two connected facilities: Matanzas Creek Regional Park and the Taylor Mountain Trail. The Matanzas Creek property is owned by the Sonoma County Water Agency. The Taylor Mountain Trail is a proposed regional trail that connects Taylor Mountain Regional Park and Open Space Preserve with Annadel State Park through lands owned by the SCAPOSD.	192,000	-	10,000
Poff Ranch	This project includes acquisition and initial public access of the 1,235-acre Poff Ranch, acquired in 2007 by the SCAPOSD. The project will implement the Poff Ranch Resource Management Plan and the implementation of Initial Public Access.	540,000	21,839	8,161
Santa Rosa SE Greenway (Spring Lake Park Greenway)	This project includes planning, acquisition and construction of the 0.50-mile greenway from Summerfield Road to Spring Lake Regional Park.	675,000	-	10,000
Sonoma Mountain Environs	Acquisition for parks and trail connections identified in the General Plan in the Sonoma Mountain environs.	545,000	481	29,519
Stewarts Point Trail	This project includes acquisition and development of approximately 0.8 miles of California Coastal Trail and a Staging area located on an easement proposed at Stewart's Point Ranch.	500,000	-	5,000
Tolay Master Plan	Comprehensive Master Plan and studies for a 3,434-acre regional park between Petaluma and Sonoma Valley.	1,842,000	1,774,818	67,182

			Total Expenditures	FY 16-17 Total Appropriation
Project Title	Project Description	Total Project Budget	To Date	(Gross Exp.)
Dutch Bill Creek Bikeway	Planning for a 5.5 mile trail from Occidental to Monte Rio. The exact location of the trail is unknown, therefore, a feasibility study will determine the most feasible trail route, cost estimates for design, acquisition and construction.	2,410,000	-	10,000
Estero Trail	Planning for a trail connection on the Open Space District's conservation easement on Bordessa Ranch.	420,000	120,000	-
Maxwell Farms Redevelopment	The updated Maxwell Farms Regional Park Master Plan is anticipated to be adopted in fall 2016 which identifies improved ball fields, parking, play structures, picnic areas, numerous other amenities, and resource protections. The project is scheduled for completion in 2019.	1,385,000	39,468	45,532
North Sonoma Mountain Trail (North Sonoma Mountain Park & Preserve)	Master Planning and environmental compliance for the entire property underway, funded by the Open Space District.	3,221,000	1,960,454	410,546
Petaluma - Sebastopol Trail	Feasibility Study for a 12 mile Class I trail connecting Petaluma with Sebastopol.	4,501,000	29,847	284,153
Roseland Creek Trail	The proposed 3 mile Class 1 trail project starts at the end of the City of Santa Rosa's Roseland Creek Trail at Ludwig Road and continues along the Sonoma County Water Agency flood control channel to property owned by the City of Santa Rosa. The first phase of the project is to plan and construct 1.7 miles of trail along the Sonoma County Water Agency flood control channel from city limits to Llano Road.	1,620,000	-	5,000
Roseland Village Joe Redota Trail Linear Pk	Prepare a conceptual plan, with community input, for a linear park to integrate the Joe Rodota Trail with the Roseland Village Park Plaza.	250,000	-	250,000
Russian River Bike Trail Lower	Planning for a multiuse trail paralleling the russian River from Forestville to Jenner.	9,145,000	15,833	54,167
Russian River Bike Trail Middle	This project includes planning for a multiuse trail paralleling the Russian River from Healdsburg to Forestville. This project includes acquisition, planning, construction for a Class 1 trail and seasonal pedestrian trails paralleling the Russian River.	2,286,000	3,323	26,677
Russian River Water Trail Lower Reach	River access sites from Forestville to Jenner - feasibility analysis, acquisition, planning, and construction.	765,000	530	59,470

			Total Expenditures	FY 16-17 Total Appropriation
Project Title	Project Description	Total Project Budget	·	(Gross Exp.)
Russian River Water Trail Middle Reach	This project is a coordinated system of river access sites from Healdsburg to Forestville. As part of a comprehensive water trail plan, this includes proposed boat portage and beach and river access periodically along the river, expanded access and support facilities. This project includes the feasibility analysis of river access sites, acquisition, planning, and construction.	925,000	2,304	12,696
Russian River Water Trail Upper Reach	This project is a coordinated system of river access sites from the Mendocino County line to Healdsburg. This project includes the feasibility analysis of river access sites, acquisition, planning, and construction. The project is scheduled for completion in 2020.	779,000	54,316	39,684
Shiloh Ranch Phase 4	Planning and construction of the 2 mile unpaved North Loop Trail.	270,000	5,706	14,294
Sonoma Valley Trail	Feasibility study for a 13 mile Class I trail connecting Santa Rosa with Sonoma.	5,306,000	251,774	35,226
Taylor Mtn Phase 2	Planning, design, and development of 8 miles of new trails, bridges, and pedestrian and bicycle access from Linwood Avenue, Kawana Terrace Road, and Panorama Drive.	1,832,000	-	25,000
Timber Cove Trail Plan	Trail feasibility work is underway to identify a 3 mile California Coastal Trail section to safely connect Stillwater Cove Regional Park to Fort Ross State Historic Park for pedestrian and bicycle access.	2,155,000	164,630	11,370
Willow Creek	This project focuses on collaborating with public and private partners for planning public access to Willow Creek environs including SCAPOSD protected lands.	30,000	5,000	5,000
Colgan Creek Bikeway	Construction of new and/or improving existing portions of the Colgan Creek Trail. This trail will connect to the SMART bikeway, Southwest Santa Rosa, Taylor Mountain, Laguna de Santa Rosa Trail, and residential neighborhoods near the	1,443,000	-	40,000
Doran ADA	Barrier removal work and accessibility enhancements at day use areas, camping areas, sanitation stations, interpretive areas, and other ammenities.	890,000	377,095	12,905
Doran Boat Launch	This project includes redevelopment of the boat launch facilities at Doran Park including replacing aging structures and improving disabled access.	1,169,000	81,751	50,249

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Project Title	Project Description	Total Project Budget	To Date	(Gross Exp.)
Doran Major Maintenance	Improvements to Doran Beach Regional Park - Cove restroom and shower building, rip rap repair, and Jetty day use paving.	964,000	575,000	-
Foothill Park	Phase 4 proposed for FY 2017-2018 includes construction of a well, restroom, picnic area, and other amenities. Phase 5 proposed for FY 2018-2019 includes Pond C renovation and construction of a fishing pier.	750,000	59,349	145,651
Graton ADA	Remove existing barriers and provide ADA improvements at a staging area and along existing sections of the West County Trail in the Graton area.	125,000	1,500	13,500
Healdsburg Veterans Memorial Beach Dam	Design and permits for replacement of seasonal dam on Russian River.	2,427,000	265,000	-
Healdsburg Veterans Memorial Beach Redevelopment	Develop Master Plan for expanded uses, amenities, and revenue generation opportunities.	1,200,000	25,000	50,000
Helen Putnam ADA	Barrier removal work including accessible parking, path of travel, renovations to an existing restroom, accessible tables/benches, and installation of high-low drinking	210,000	<del>-</del>	110,000
Helen Putnam Varnhagen Addition	Planning, environmental compliance, and development of a new trail and staging area to connect Windsor Drive to the park through a 40-acre expansion acquired in 2003.	413,000	47,233	165,767
Hood Fire Road	Maintenance and re-grading of fire road to minimize erosion currently caused by road design that is unsuitable for the site, project will help restore and protect the natural resources within the park.	40,000	40,000	-
Larson Park Improvements	A Master Plan update is in progress to guide several renovation and major maintenance projects to respond to community needs including the tennis courts, ball fields, restroom, maintenance structure, and creek access.	478,000	-	10,000
Maddux Park Phase 4	This project includes planning, design and construction of additional parking, restroom, picnic sites, paths, amenities, and an irrigation system for the baseball fields.	615,000	-	5,000
Maxwell Farms ADA	Barrier removal work, accessible parking, path of travel, restroom renovation, accessible tables/benches, and installation of high-low drinking fountains.	384,000	205	204,795

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				FY 16-17 Total
			Total Expenditures	Appropriation
Project Title	Project Description	Total Project Budget	To Date	(Gross Exp.)
Moorland Park (Andy's Unity Park)	Design and construct a new neighborhood park at the site on the corner of Moorland and West Robles Avenues in Southwest Santa Rosa.	4,071,000	1,821,494	845,506
Occidental Community Center	Redevelop existing building, centralizing recreational support services.	115,000	79,611	35,389
Ragle Ranch Restroom	Planning and design for a new restroom to be located in the northeast area of the park between the playground and tennis court.	505,000	45,000	25,000
Riverfront Park	Phase 3 constructs Lake BeNist and Russian River access including trails, park driveway extension, picnic and rest areas, boat portages, entry kiosk, and lakeshore and river planting restoration.	1,009,000	410,032	322,968
Sonoma Valley Park Expansion	Plan and develop a trail extensions into the 41-acre and 29-acre expanded park areas, opening them for public use and analysis of expanding park into additional undeveloped lands of the Developmental Center.	490,000	111,764	128,236
SR Creek Trail Willowside to Guerneville	Complete construction repair of 2.14 mile Class 1 trail from Fulton to Willowside roads.	850,000	702,581	147,419
Steelhead Beach	Develop walk-in campground area and park entry improvements.	327,000	44,378	81,622
Stillwater Cove Expansion	This acquisition, planning and development project includes expanding Stillwater Cove Regional Park to provide additional trails, recreational opportunities and resource protection. The park will be expanded into lands designated for the park, which are currently held through a life estate.	876,000	896	10,104
Stillwater Cove Major Maintenance	This project is to replace the existing water supply, including chlorination tanks and water treatment system components, piping and related appurtenances from both water tanks throughout the entire park, including the office and residence.	182,000	-	10,000
Taylor Mtn Phase 1	Complete Master Plan and design Phase 1 including the driveway, parking, trails, restroom, picnic areas, and a natural play course off of Petaluma Hill Road.	1,287,000	1,175,873	47,127
Tolay Phase 1	Construction improvements - non-restricted public access to the park.	1,750,000	-	50,000
Tolay Shop Replacement	Replacement of the shop which was destroyed by fire in 2013.	396,000	101,000	295,000

			Total Expenditures	FY 16-17 Total Appropriation
Project Title	Project Description	Total Project Budget	To Date	(Gross Exp.)
Watson School	Watson School Building Restoration and access improvements of an early one-room schoolhouse for interpretation and public use.	654,000	371,500	2,500
West County Trail Bridge Replacement	This project involves the replacement of three of the wooden bridges on the Trail. These structures are at the end of their useful lifespan and require a substantial amount of park resources to maintain safe access. The long term project includes installing new abutments, retaining walls, bridges, and paving at the approaches.	1,034,000	40,590	27,410
Westside Boat Launch	Reconstruct boat ramp, adding a third launch lane, new pathways, improve parking and associated improvements.	2,213,000	498,884	1,714,116
TOTAL REGIONAL PARKS		118,355,000	16,211,123	11,675,255
GENERAL GOVERNMENT CAPITA REGIONAL PARKS CAPITAL PRO		183,052,130 118,355,000	69,476,081 16,211,123	40,057,217 11,675,255
GRAND TOTAL CAPITAL PR	OJECTS	301,407,130	85,687,204	51,732,472

County Department	Fund	Fund Title	Estimated Fund Balance at June 30, 2017
ACTTC	31105	So Co BIA	
ACTTC	31115	Canon Manor West	
ACTTC	31135	1997-1 Vinecrest Road	\$ 636
ACTTC	31140	1997-1 Escrow Fund	32,354
ACTTC	31145	Res-Canon Manor West	-
ACTTC	31160	Willowside #1	206
ACTTC	31305	OSD 2007A Bonds Debt Svc.	5,607,021
ACTTC	31405	Tobacco Settlement Bonds 05	7,377,335
		Total	13,017,552

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
ACTTC	41701	So Co Energy Independence Prg	2,054,736	Operating Fund.	SCEIP Program only.		Based on program use, project assessment repayments and fees.
ACTTC	41702	SCEIP CEC Revolving Fund	0	CEC Revolving Fund.	Energy Rebates, disbursements to property owners (meeting specific requirements), certain admin related expenses.	California Energy Commission	Based on program use, revolving fund, limited growth from interest income.
ACTTC	41703	SCEIP Special Fund - 5 Year TR	0	CEC Revolving Fund.	SCEIP Program only.	Board of Supervisors	Based on program use, project assessment repayments and fees.
ACTTC	41704	SCEIP Special Fund - 10 Year	0	Fund tracks SCEIP Loans issued with 10 Year term	SCEIP Program only.	Board of Supervisors	Based on program use, project assessment repayments and fees.
ACTTC	41705	SCEIP Special Fund - 20 Year	0	Fund tracks SCEIP Loans issued with 20 Year term	SCEIP Program only.	Board of Supervisors	Based on program use, project assessment repayments and fees.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
ACTTC	41706	SCEIP Special Fund - 20 Year SCWA	0	Fund tracks SCEIP Loans issued with 20 Year term financed by Water Agency	SCEIP Program only.	Board of Supervisors	Based on program use, project assessment repayments and fees.
REGIONAL PARKS	41111	Mason's Marina	897,775	This fund accounts for the operations of Mason's Marina.	Operations of Marina.	Board of Supervisors	Revenue growth via operations, marina usage of revenues spent for operations and to address deferred maintenance.
REGIONAL PARKS	41205	Spud Point Marina	2,090,534	This fund accounts for the operations of Spud Point Marina.	Operations of Marina.	Board of Supervisors	Revenue growth via operations, marina usage of revenues spent for operations and to address deferred maintenance.
REGIONAL PARKS	41501	Sport Fishing Center	69,672	This fund accounts for the operations of the Sport Fishing Center.	Operations of Marina.	Board of Supervisors	Revenue growth via operations, marina usage of revenues spent for operations and to address deferred maintenance.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
TPW	41121	IWD - Administration	2,639,393	Primary Administrative operating Fund for Refuse Enterprise.	Refuse Enterprise costs only.	Board of Supervisors	Limited growth from user fees and interest income, devoted to operations costs.
TPW	41122	Former Rural Landfills	14,516,208	For cleanup of potential landfill leaks that may pollute water sources.	Funds are maintained to meet unanticipated costs of landfill leaks.	Board of Supervisors	Pledges of revenue as needed to meet estimated liabilities.
TPW	41123	Former Urban Landfills	1,626,120	For cleanup of potential landfill leaks that may pollute water sources.	Funds are maintained to meet unanticipated costs of landfill leaks.	Board of Supervisors	Pledges of revenue as needed to meet estimated liabilities.
TPW	41124	Co Contingent Liability Resrv	10,789,210	For cleanup of potential landfill leaks that may pollute water sources.	Funds are maintained to meet unanticipated costs of landfill leaks.	Board of Supervisors	Pledges of revenue as needed to meet estimated liabilities.
TPW	41126	Co Administrative Costs Fund	441,411	To cover County's administrative costs associated with the Landfill Settlement agreement with the cities.	May only be used as outlined in the Landfill Settlement Agreement with the Cities	Board of Supervisors/Committed Cities per Settlement Agreement	Limited Growth, designed to cover the costs of adminstration.
TPW	41130	Cloverdale Contingent Liabilit	67,211	To track Cloverdale's portion of the Special Concession Payment on Committed City Waste including interest earnings.	May only be used as outlined in the Landfill Settlement Agreement with the Cities	Board of Supervisors/Committed Cities per Settlement Agreement	This will grow dependent on the value of waste collected in the individual city plus interest.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
TPW	41131	Cotati Contingent Liability	57,425	To track Cotati's portion of the Special Concession Payment on Committed City Waste including interest earnings.	May only be used as outlined in the Landfill Settlement Agreement with the Cities	Board of Supervisors/Committed Cities per Settlement Agreement	This will grow dependent on the value of waste collected in the individual city plus interest.
TPW	41132	Healdsburg Contingent Liabilit	133,467	To track Healdsburg's portion of the Special Concession Payment on Committed City Waste including interest earnings.	May only be used as outlined in the Landfill Settlement Agreement with the Cities	Board of Supervisors/Committed Cities per Settlement Agreement	This will grow dependent on the value of waste collected in the individual city plus interest.
TPW	41133	Rohnert Park Contingent Liabil	333,680	To trackRohnert Park's portion of the Special Concession Payment on Committed City Waste including interest earnings.	May only be used as outlined in the Landfill Settlement Agreement with the Cities	Board of Supervisors/Committed Cities per Settlement Agreement	This will grow dependent on the value of waste collected in the individual city plus interest.
TPW	41134	Santa Rosa Contingent Liabilit	1,324,236	To track Santa Rosa's portion of the Special Concession Payment on Committed City Waste including interest earnings.	May only be used as outlined in the Landfill Settlement Agreement with the Cities	Board of Supervisors/Committed Cities per Settlement Agreement	This will grow dependent on the value of waste collected in the individual city plus interest.
TPW	41135	Sebastopol Contingent Liabilit	90,812	To track Sebastopol's portion of the Special Concession Payment on Committed City Waste including interest earnings.	May only be used as outlined in the Landfill Settlement Agreement with the Cities	Board of Supervisors/Committed Cities per Settlement Agreement	This will grow dependent on the value of waste collected in the individual city plus interest.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
TPW	41136	Sonoma Contingent Liability	103,804	To track Sonoma's portion of the Special Concession Payment on Committed City Waste including interest earnings.	May only be used as outlined in the Landfill Settlement Agreement with the Cities	Board of Supervisors/Committed Cities per Settlement Agreement	This will grow dependent on the value of waste collected in the individual city plus interest.
TPW	41137	Windsor Contingent Liability	192,423	To track Windsor's portion of the Special Concession Payment on Committed City Waste including interest earnings.	May only be used as outlined in the Landfill Settlement Agreement with the Cities	Board of Supervisors/Committed Cities per Settlement Agreement	This will grow dependent on the value of waste collected in the individual city plus interest.
TPW	41138	County Spec Concess Pymt Fund	1,400,499	To track the Special Concession payment collected on County and Self Haul Waste including interest earnings.	May only be used as outlined in the Landfill Settlement Agreement with the Cities	Board of Supervisors/Committed Cities per Settlement Agreement	This will grow dependent on the value of waste collected in the individual city plus interest.
TPW	41301	Airport Enterprise	4,697,170	Primary Operating Fund for Airport Enterprise.	Restricted to use on Airport Enterprise.		Limited growth from airport usage revenues devoted to operations
TPW	41302	Passenger Facility Charges	443,629	To segregate activity related to Passenger Facility Charges as required by FAA Regulations.	Funding may only be used for projects meeting specific criteria established by the FAA.	Aviation Safety and Capacity Expansion Act (1990)	Slow growth from fees accumulated for project use.
TPW	41303	Wetlands Mitigation	9,371	To segregate activity related to Wetlands.	Restricted to use on Airport Enterprise.		Limited growth from airport wetlands revenues devoted to operations costs.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
TPW	41401	Transit - Article 4	986,223	To fund County supported fixed-route transit services (Operations and Capital) and ADA paratransit services.	Funds can only be used for fixed-route transit operations and capital purposes and ADA paratransit services.	Transit - Article 4 include Local, State and Federal	Limited growth from fares and state and federal transit funds used for operations.
TPW	41402	Transit - Article 8	138,124	To fund County supported ADA paratransit services.	Funds can only be used for ADA paratransit services.	Regulated by State and Federal agency guidelines	Limited growth from fares and state and federal transit funds used for operations.
TPW	41403	Transit - OHS Grant Funds	138	To keep OHS grant funds in a separate interest bearing account as required by funding source.	Can only be used on expenditures allowed by specifc grant.	Restricted by guidelines of funding source.	Will only be on an individual grant basis.
TPW	41404	Transit - Prop 1B - PTMISEA	1,199	To keep Prop 1B funds in a separate interest bearing account as required by funding source.	Can only be used on expenditures allowed by specifc grant.	Restricted by guidelines of funding source.	Will only be on an individual grant basis.
TPW	41125	Base Concession Payment Fund	8,204	Fund established to account for concession fees collected and distributed per Landfill Setttlement Agreeement	May only be used as outlined in the Landfill Settlement Agreement with the Cities	Board of Supervisors/Committed Cities per Settlement Agreement	None

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance		Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
TPW	41127	CDS Leak Fund	2,340,178	Fund established to address potential future leaks at former Central Disposal Site	May only be used as outlined in the Landfill Settlement Agreement with the Cities	Board of Supervisors/Committed Cities per Settlement Agreement	None
TPW	41128	Sonoma Leak Fund	2,202,682	Fund established to address potential future leaks at former Sonoma landfill.	May only be used as outlined in the Landfill Settlement Agreement with the Cities	Board of Supervisors/Committed Cities per Settlement Agreement	None
TPW	41129	Healdsburg Leak Fund	2,605,167	Fund established to address potential future leaks at former Healdsburg landfill.	May only be used as outlined in the Landfill Settlement Agreement with the Cities	Board of Supervisors/Committed Cities per Settlement Agreement	None
		Total	52,260,701	-			

County Department	Fund	Fund Title	Estimated 06-30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
ACTTC	51305	Unemployment Insurance	1,890,617	To collect sufficient revenue via payroll to facilitate unemployment insurance benefits.	For use of unemployment insurance benefits.	Unemployment insurance rates are adopted annually by the Board.	Grows or decreases annually reflecting premium income and claims expenses.
ACTTC	51405	Human Resource Mgmt System	1,586,417	To annually collect user allow sufficient to pay for the operation of HRMS. Negative amount is the result of including pending repayment balance to the General Fund.		County Policy/ GAAP	Intended to zero out each year.
ACTTC	51410	Enterprise Financial System	373,601	Project implementation, tracks operations and maintenance costs and the associated user cost allocation. Negative amount is the result of including pending repayment balance to the General Fund and for vendor financing.	Fund designated specifically for system implementation and support.		Fluctuation based on implementation progress, and once fully implemented the fund should zero out at yearend since user fee allocation will offset actual expenses.

County Department	Fund	Fund Title	Estimated 06-30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
ACTTC	51505	SCERA	(167,866,407)	To account for the County's retirement related activities and balances excluding activity related to Pension Obligation Bonds. This includes collection of biweekly employee and employer retirement contributions, deposit of current and future year payments to SCERA, and balances/activity related to the requirements of GASB 68 such as -\$377 million in net pension liability calculation assigned to the County separate from the Water Agency and CDC.	Year Deposit with SCERA.	Board Resolution	Grows only by Board policy decision to increase or decrease amount on deposit with SCERA earning interest for the County.
ACTTC ACTTC	51510 51515	1993 POB 2003A POB		N/A - POB matured To collect sufficient revenue via payroll rates to pay the annual principal and interest payments for this POB.	N/A - POB matured Funds restricted for payment of Debt Service.	N/A - POB matured Board Resolution/GAAP	N/A - POB matured Generally increases in accordance with annual debt service payments.
ACTTC	51520	2003B POB	(21,088,894)	To collect sufficient revenue via payroll rates to pay the annual principal and interest payments for this POB.	Funds restricted for payment of Debt Service.	Board Resolution/GAAP	Generally remains flat in accordance with debt service payments.
ACTTC	51525	2010 POB	(269,310,847)	To collect sufficient revenue via payroll rates to pay the annual principal and interest payments for this POB.	Funds restricted for payment of Debt Service.	Board Resolution/GAAP	Generally increases in accordance with annual debt service payments.

County Department	Fund	Fund Title	Estimated 06-30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
ACTTC	51530	Debt Service Rate Normalization	3,550,258	Carryover Balance due to estimation of payroll rates. Funds used for smoothing of future year rates.	Funds restricted for payment of Debt Service.	Board Resolution 12- 0357/GAAP	Grows or decreases based on differences between actual and estimated payroll upon which retirement rates are contributed.
HUMAN RESOURCES	51215	Health Insurance	4,007,824	County Health Plan - Self- funded insurance medical plan.	Fund balance is comprised of employee and employer contributions and has been reduced for incurred claims that have not been paid as of 6/30/12. The Plan actuary also recommends an additional reserve (of 7.7 mil for 11/12) for claims fluctuations.	Established 1976 - BOS authority.	Grows or decreases annually reflecting premium income and claims expenses.
HUMAN RESOURCES	51240	Cty Health Plan - Economic Res	11,875,998	County Health Plan Economic Uncertainty Reserve - comprised of employer contributions for health benefits. Includes State/Federal sources.	To cover expenses when available sources of revenue develop at less than projected levels due to country and state recession or other changes to expected revenues.	BOS Authority	Not anticipated to grow.
HUMAN RESOURCES	51245	Non-Tort Liability	342,979	Initial funding for non-tort liability claims from 12/13 bond derivative settlement.	Intended for establishment of self-funded Non-Tort Liability Program for non-tort Liability claims.	None	Interest on fund balance only.
HUMAN RESOURCES	51250	Disability Insurance	309,826	Self-funded Disability Program General Members (discontinued effective 6/30/10).	Used to cover incurred but not reported claims which may occur over time from period of self insurance or to rebate purchased insurance rates.	Established 1976 - BOS authority. Discontinued 6/30/10.	No longer growing. In discussion with CAO regarding disbursement of fund balance.

County Department	Fund	Fund Title	Estimated 06-30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
HUMAN RESOURCES	51255	VDT	31,344	Video Display Terminal (VDT) vision plan was terminated effective FY 10/11 as coverage was included in medical plan benefits. Remaining balance to pay for any outstanding claims.	Since Program has been discontinued for more than 1 year, remaining balance now available.	Established 1988-BOS Authority	No longer growing. In discussion with CAO regarding disbursement of fund balance.
HUMAN RESOURCES	51260	LTD Safety	80,031	Self funded Disability Program related to safety members.	In discussion with CAO regarding disbursement of fund balance.	Established 1999- Board authority	No longer growing. In discussion with CAO regarding disbursement of fund balance.
HUMAN RESOURCES	51205	Program Administration	(1,315,773)	Administration costs for self- funded insurance programs. Negative amount is the result of recording a portion of the county's Net Pension liability consistent with GASB 68.	costs only or returned to departments in rebate of	BOS Authority	Intended to zero out each year.
HUMAN RESOURCES	51210	Benefits	51,941	Benefits administration rates for HR to administer for departments, somewhat new (3-4 years); set it up in ISF as net zero cost, but assumptions were off, allocated more costs to that so made it negative, but have it set up to recover over two years.	costs only or returned to departments in benefits administration rate rebates.	BOS Authority	Intended to zero out each year; currently negative but will recover in two years and then net zero.
HUMAN RESOURCES	51220	Workers Compensation Ins	6,045,820	Self-funded insurance Workers' Compensation program.	Only for outstanding liability in worker's compensation claims costs and future rate rebates should claims result in lower cost than estimated.	Established 1976 - BOS authority.	Grows or decreases annually reflecting premium income and claims expenses.

County Department	Fund	Fund Title	Estimated 06-30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
HUMAN RESOURCES	51225	Malpractice Insurance	449,532	Self-funded insurance expense and prior years deductible expense for medical malpractice and general liability matters for Community Hospital. Also, covering insurance claim deductibles for Health professional operations.	Reserve to be maintained to fund open and incurred but not reported (IBNR) claims incurred prior to changes in the program through liability period (2016). Balance also needed to cover Health professional services insurance claim deductible.	Established 1988, changes effective 6/21/92 and 7/1/96. BOS Authority.	No longer growing. In discussion with CAO regarding disbursement of fund balance.
HUMAN RESOURCES	51230	General Liability Insurance	(4,420,090)	Self-funded Liability Program.	Only for outstanding liability in overall liability insurance program costs and future rate rebates should claims result in lower cost than estimated.	BOS Authority	Grows or decreases annually reflecting premium income and claims expenses.
HUMAN RESOURCES	51235	Property Insurance Deductibles	200,942	\$200k balance to pay for property insurance premium deductibles. Amount is reimbursed annually from General Insurance.	\$200k balance maintained in index.	BOS Authority	Only sees income when baseline amount needs to be replenished.
SCWA	54005	Equipment Fund	405,455	Charges for equipment usage. Internal service fund to consolidate and socialize equipment purchases, management overhead, and associated capital project expenditures for equipment used within the Water Agency and its enterprises.	Internal service fund designated for equipment usage and charges for the agency and various districts, like a pass through/accounting fund.	Board Action # ?? establishing the ISF Equipment Fund. Subsequent funding resolutions.	Fund balance reserve target set by Dec 18, 2003 memo to CAO and Auditor-Controller.

County Department	Fund	Fund Title	Estimated 06-30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
SCWA	54010	Facilities Fund	2,618,658	Charges for facility rents. Internal service fund to consolidate and socialize facility debt service, overhead, maintenance and services purchases, for buildings used by the Water Agency and its enterprises.	Internal service fund designated for facilities costs and charges for the agency and various districts, like a pass through/accounting fund.	Board Action establishing the ISF Facilities Fund. Subsequent funding resolutions.	Fund balance reserve target set by Dec 18, 2003 memo to CAO and Auditor-Controller.
SCWA	54015	Power Resources	2,487,291	Internal service fund to consolidate and socialize all electrical power purchases, management overhead, and associated capital project expenditures for power used within the Water Agency and its enterprises.	Internal service fund designated for power costs and charges for the agency and various districts, like a pass through/accounting fund.	Board Action #4 July 15, 2008 establishing the ISF Power Fund. Subsequent funding resolutions.	Fund balance reserve target set by Dec 18, 2003 memo to CAO and Auditor-Controller. While this fund was not contemplated at the time of the memo, the rationale applies and the guideline has been adopted.
TPW	51105	Heavy Equipment ISF Total	435,589 (540,712,929)	Internal Service fund-Heavy Equipment operations; fixing and fueling equipment.	Roads Equipment Operations.	Department policy	Limited growth based upon usage rates charged on equipment for future replacement.
	M	linus Pension Related  Total w/o Pension	( <u>568,170,931)</u> <b>27,458,002</b>	•			

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
CDC	46065	BEGIN Funded Loans		Maintaining affordable housing stock within specified state funded housing complexes by providing low interest loans to homeowners.		State of California Housing and Community Development Funding Restrictions and local program.	The fund balance increases and decreases from year to year depending on how quickly funded projects are completed.
CDC	46115	Emergency Solutions Grant		Provide grants to sub recipients for homeless prevention and assistance. Funds are committed to projects prior to the start of the fiscal year; fund balance is reserved for the specific projects for which funds were committed and for admin costs.	Restricted to general administration and program delivery via grants to local non-profit homeless services agencies.	Department of Housing and Community Development, Emergency Solutions Grants Program, State Regulations, California Code of Regulations Title 25, Division 1, Chapter 7, Subchapter 20. 6/21/2016 Resolution # 16-0245.	The fund balance increases and decreases from year to year depending on how quickly funded projects are completed.
CDC	46140	R&R Funded HRLP & CRLP		Provide health and safety repairs to homes owned by low to moderate income residents of Sonoma County and repairs and improvements to local businesses. Funds committed to projects prior to the start of the FY; fund balance reserved for the specific projects committed, and for admin costs.	Restricted to providing loans to qualified homewowners and businesses in Sonoma County per the local program design. Homeowners to complete health and safety modification and repairs to their homes.	Board of Supervisors and Board of Commissioners Policy Decisions regarding program and CDC loan policies.	The fund balance increases and decreases from year to year depending on how quickly funded projects are completed.
COM DEV COMM	46015	General Administration Fund		To collect expenditures for CDC and then apply the costs in accordance with current allocation schedules.	Restricted to all uses of other CDC funds.	See all other CDC funds.	This is a "clearing" fund to which expenses are initially charged, and from which they are subsequently distributed to other CDC funds as appropriate.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
COM DEV COMM	46020	CDC Housing Fund	7,058,124	To administer local housing programs such as Density Bonus monitoring, 1st Time Homebuyer, and other Deferred-Payment loan programs. Funds are used for home buyer loans as eligible units are resold, and to pay admin costs.	Restricted by Commission Policy for affordable housing programs as authorized by the Board of Commissioners.		The fund balance increases and decreases from year to year, depending on level of loan activity and admin costs that are charged for related housing programs.
COM DEV COMM	46025	MCC Program Fund	8,962	To administer a County-wide Mortgage Credit Certificate Program. Funds are used for the administration of the MCC Program as administrative costs are incurred.	Restricted to administration of the Sonoma County Mortgage Credit Certificate Program.	Cooperative Agreement between CDC and 9 incorporated municipalities in the County. Subject to tax code. See Resolutions: 94-1439; 94-1440; 94-1441.	The fund balance increases or decreases from year to year as administrative costs are either less than or more than revenues and fees collected.
COM DEV COMM	46030	Mobile Home Ordinance Progs.	362,870	To administer the Mobile Home Space Rent Ordinance in the unincorporated County and in several local cities. Funds are used to pay administrative and legal costs as they are incurred to implement the MHRSO ordinances in the County and several cities.	Rent Ordinances	Board of Supervisors Mobile Home Rent Stabilization Ordinances, and Service Agreements to administer city MHRSOs for incorporated jurisdictions (currently under contract with Windsor, Petaluma, Sebastopol, and Cotati); See Ordinance 4565.	The fund balance increases or decreases from year to year as administrative costs are either less than or more than revenues and fees collected.
COM DEV COMM	46035	HAC Employee Program	26,389	To administer "penny per hour" housing assistance programs for County, Agency, and Special District employees represented by SEIU, Local 1021. Funds are used to pay administrative and legal costs incurred to implement the HAC trust fund programs.	administration of the Housing Assistance	Board of Supervisors policy decision to fund the "penny per hour" program; SEIU MOU; HAC Labor/ Management Committee policy decisions. See Resolution: 95-0806; and MOU between CDC, Auditor-Controller, & Treasurer- Tax Collector	The fund balance increases or decreases from year to year as administrative costs are either less than or more than revenues and fees collected.
COM DEV COMM	46040	County General Funds	136,860	To implement County Housing Element programs, and support programs that affordable housing/community development objectives but does not provide adequate administrative funding for viability. Comprised of the annual County GF contribution.	Restricted by Board and Commission Policy and CDC Executive Decisions.	Board of Commissioners and Board of Supervisor Policy Decisions. Annual budget approval process.	No fund balance carry overs. Any fund balance at the end of the year is absorbed by the County for the next year's revenue.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
COM DEV COMM	46045	County Fund For Housing		To create, preserve, or promote affordable housing within Sonoma County. Funds are used for new housing rehabilitation loans as eligible applications are received, and for administrative costs to implement the program.	Restricted to loans to developments providing affordable housing opportunities that either increase or preserve the affordable housing stock in the County.	Board of Supervisors and Board of Commissioners Policy Decisions regarding program and CDC loan policies. CAO authority letter in database.	The fund balance increases and decreases from year to year as PRMD permit fees are received and as grants and loans are made.
COM DEV COMM	46050	Reinvestment & Revitalization		To continue projects of the former Redevelopment Agency that were disallowed by the Department of Finance and to carry out Board specified projects specific to former Redevelopment Areas	Funds may be used at the Board of Supervisors' discretion.	Board established Reinvestment and Revitalization Funding Program	The fund balance increase or decreases from year to year depending on project expenses and the Board of Supervisors' Direction.
COM DEV COMM	46055	Homeless Outreach Service Team		To engage unsheltered homeless people living near the County's waterways and trails, connect them with services and move them into long-term housing.	the Homeless Outreach	•	The fund balance increase or decreases from year to year depending on project expenses and the Board of Supervisors' Direction.
COM DEV COMM	46060	CalWORKS Housing Support Prgm	,	To issue the checks and perform other administrative work of the SonomaWORKS program.	Restricted to administer the SonomaWORKS program.	Department and the Sonoma	The fund balance increases and decreases based upon the amount spent each year per the Memorandum of Understanding.
COM DEV COMM	46105	Comm. Devlp. Block Grant		To provide loans and grants to eligible sub recipients for affordable housing, community development, economic development, and public services for lower income persons and lower-income neighborhoods.	Restricted to specified target populations, geographic areas, and eligible uses pursuant to federal regulation.	24 CFR, Part 570; Joint Powers Agreement amongst County and the 7 incorporated jurisdictions of Cloverdale, Cotati, Healdsburg, Rohnert Park, Sebastopol, Sonoma, and Windsor. See Resolution: 05-0568; Board Item from 5/8/12.	The fund balance increases and decreases from year to year depending on how quickly funded projects are completed.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute / Ordinance / Resolution / Policy	Annual Growth or Contribution
COM DEV COMM	46110	HOME Program		Loans to developers and sub recipients for affordable housing. Funds are committed to projects prior to the start of the fiscal year; the fund balance is reserved for the specific projects for which funds were committed and for admin costs to implement.	Restricted to specified target populations, geographic areas, and eligible uses pursuant too federal regulation housing within the community.	24 CFR Part 92. Joint Powers Agreement amongst County and the 7 incorporated jurisdictions of Cloverdale, Cotati, Healdsburg, Rohnert Park, Sebastopol, Sonoma and Windsor. See Resolution: 05-0568; See Joint Powers Agreement; Board Item from 5/8/12.	The fund balance increases and decreases from year to year depending on how quickly funded projects are completed.
COM DEV COMM	46120	Flood Elevation	2,155,743	To provide grants to elevate flood-prone structures, particularly in the lower Russian River area.	·	FEMA and CalEMA regulations and program guidebook policy. Resolutions: 97-0320; 97-0321	The fund balance increases and decreases from year to year depending on how quickly funded projects are completed.
COM DEV COMM	46125	Continuum Of Care Intake		To fund a single point of entry into homeless services as mandated by Housing and Urban Development (HUD)	Coordinated Intake Project expenses (primarily subcontrator costs)	HUD Continuum of Care Program Interim Rule, 24 CFR Part 578	The amount can be expected to remain the same from year to year. A required \$40,000/year match has been provided from TOT funds and will continue to be required in future years.
COM DEV COMM	46130	Continuum Of Care Mgmt	0	To fund the Continuum of Care Coordination role	Continuum of Care planning projects only	HUD Continuum of Care Program Interim Rule, 24 CFR Part 578	Funding is authorized at 3% of the annual renewal demand for the Continuum of Care, calculated annually; this amount is not always appropriated and available. In 2015 the full 3% is available for the first time. A local match (25% of the grant) is required annually and has been covered by City and County general fund contributions.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
COM DEV COMM	46135	CalHome Rehabilitation		Provide health and safety repairs to homes owned by low to moderate income residents of Sonoma County. Funds committed to projects prior to the start of the FY; fund balance reserved for the specific projects committed, and for admin costs.	Restricted to providing loans to qualified State of California Housing and Community Development Funding Restrictions and local program design. Homeowners to complete health and safety modification and repairs to their homes.	State of California Housing and Community Development Funding Restrictions and local program design.	The fund balance increases or decreases from year to year depending on how quickly funded projects are completed.
COM DEV COMM	46205	C of C Rental Assistance		To provide rental assistance in connection with supportive services for homeless people with disabilities. Funds are used for monthly rental assistance payments to eligible households and for administrative costs.	Use of funding is restricted to Shelter Plus Care program administration.	24 CFR Part 582; Resolution: 07-0440	The fund balance increases or decreases over time as grants are received and the number, size, & income level, and rents charge for assisted households changes.
COM DEV COMM	46210	Housing Choice Voucher Prog.	, ,	HUD Housing Choice Voucher Program - Rental Assistance. Funds are used for monthly rental assistance payments to eligible households and for administrative costs.	Restricted to use for the Housing Choice Voucher (Section 8) rental assistance program.	Funding Regulations. Health and	The fund balance increases and decreases from year to year depending on the level of funds received and the number, size, income level & rents charged for assisted households changes.
COM DEV COMM	46215	Homeless Mgmt. Inf. Systems	900	To operate the Homeless Information Management System (HMIS) for the local Continuum of Care. Funds are used for administration, management, and data collection for the HMIS.	Restricted to data collection and management of the HMIS.	24 CFR Par 583; Resolution: 07- 0440	The fund balance increases or decreases from year to year as new grant funds are received and administrative costs are incurred.
COM DEV COMM	46305	LMIHAF - Sonoma City	10,348,904	Low-Mod Income Housing Asset Fund for assets transferred from the City of Sonoma by act of law.	Loans, grants, and administration of affordable housing programs in specified geographic area.	ABx1 26, AB1484 and CA Community Redevelopment Law sections related to Low-Mod Housing Dollars	Fund balance increases or decreases as loans are made and paid off and rental revenue and expense is incurred.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute / Ordinance / Resolution / Policy	Annual Growth or Contribution
COM DEV COMM	46310	LMIHAF - Sebastopol City		Low-Mod Income Housing Asset Fund for assets transferred from the City of Sonoma by act of law.	Loans, grants, and administration of affordable housing programs in specified geographic area.	ABx1 26, AB1484 and CA Community Redevelopment Law sections related to Low-Mod Housing Dollars	Fund balance increases or decreases as loans are made and paid off and rental revenue and expense is incurred.
COM DEV COMM	46315	LMIHAF - Roseland		Low-Mod Income Housing Asset Fund for assets transferred from the Roseland RDA by act of law.	Loans, grants, and	ABx1 26, AB1484 and CA Community Redevelopment Law sections related to Low-Mod Housing Dollars	Fund balance increases or decreases as loans are made and paid off and rental revenue and expense is incurred.
COM DEV COMM	46320	LMIHAF - Sonoma Valley		Low-Mod Income Housing Asset Fund for assets transferred from the Springs RDA by act of law.	Loans, grants, and administration of affordable housing programs in specified geographic area.	ABx1 26, AB1484 and CA Community Redevelopment Law sections related to Low-Mod Housing Dollars	Fund balance increases or decreases as loans are made or paid off.
COM DEV COMM	46325	LMIHAF - Russian River		Low-Mod Income Housing Asset fund for assets transferred from the Russian River RDA by act of law.	Loans, grants, and administration of affordable housing programs in specified geographic area.	ABx1 26, AB1484 and CA Community Redevelopment Law sections related to Low-Mod Housing Dollars	Fund balance increases or decreases as loans are made or paid off.
COM DEV COMM	46330	LMIHAF Admin Cost Fund		Low-Mod Income Housing Asset fund for administration of the Low-Mod Income Housing Assets transferred from former Redevelopment Agencies.	Administration of housing assets transferred from former Redevelopment Agencies and Low-Mod Income Housing use.	LMIHAF Policy as approved by the Board of Supervisors and the Board of Commissioners on August 19, 2014	Fund balance increases or decreases based upon revenue received from former Redevelopment Agencies and County Reinvestment and Revitalization fund as well as actual expenditures.
COM DEV COMM	46335	Village Green II USDA Project		Low-Mod Income Housing Asset fund for assets transferred from the City of Sonoma by act of law.	USDA Rural Development Regulations restrict use for purposes of project expenses related to the development	USDA Rural Development Regulations	Fund balances increases only when rental assistance or rental income exceeds expenditures
COM DEV COMM	46340	Rental Properties	342,571	Low-Mod Income Housing Asset fund for assets transferred from the City of Sebastopol by act of law.	Use of funding restricted to maintenance and management of housing assets in compliance sith the LMIHAF policy	LMIHAF Policy as approved by the Board of Supervisors and the Board of Commissioners on August 19, 2014	Fund balances increases only when rental income exceeds expenditures

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
EMERGENCY SVCS	13105	CSA #40 Fire	1,597,305	For Fire Protection within CSA#40.	For Fire Protection	Resolution 93-0827/ Prop 13	Operational fund, limited
		Services			within CSA#40.	allocations	grwoth from tax revenues.
EMERGENCY SVCS	13115	CSA #40 Fire- Dry Creek		For Enhanced Fire Protection in the CSA#40 FS-Dry Creek (aka Sotoyome).	For Enhanced Fire Protection in the CSA#40 FS-Dry Creek (aka Sotoyome).	Resolution 97-0268	Operational fund, limited grwoth from tax revenues.
EMERGENCY SVCS	13120	CSA #40 Fire- Sea Ranch	_	For Enhanced Fire Protection in the CSA#40 FS-Sea Ranch.	For Enhanced Fire Protection in the CSA#40 FS-Sea Ranch.	Resolution 93-0827	Operational fund, limited grwoth from tax revenues.
EMERGENCY SVCS	13125	CSA #40 Fire- Fitch Mountain	31,876	For Enhanced Fire Protection in the CSA#40 FS-Fitch Mountain.	For Enhanced Fire Protection in the CSA#40 FS-Fitch Mountain.	Resolution 93-0827	Operational fund, limited grwoth from tax revenues.
EMERGENCY SVCS	13130	CSA #40 Fire- Wilmar		For Enhanced Fire Protection in the CSA#40 FS-Wilmar.	For Enhanced Fire Protection in the CSA#40 FS-Wilmar.	Resolution 97-0267	Operational fund, limited grwoth from tax revenues.
EMERGENCY SVCS	13305	CFD #4 Wilmar	•	For Enhanced Fire Protection in the CSA#40 FS-Wilmar.	For Enhanced Fire Protection in the CSA#40 FS-Wilmar.	Resolution 97-0267	Operational fund, limited grwoth from tax revenues.
EMERGENCY SVCS	13315	CFD #5 Dry Creek	•	For Enhanced Fire Protection in the CSA#40 FS-Dry Creek (aka Sotoyome).	For Enhanced Fire Protection in the CSA#40 FS-Dry Creek (aka Sotoyome).	Resolution 97-0268	Operational fund, limited grwoth from tax revenues.
EMERGENCY SVCS	13325	CFD #7 Mayacamas		For Enhanced Fire Protection in the CSA#40 FS-Mayacamas.	For Enhanced Fire Protection in the CSA#40 FS-Mayacamas.	Resolution 99-1190	Operational fund, limited grwoth from tax revenues.
HUMAN SERVICES	13395	IHSS Public Authority		Established to be employer of record for in-home supportive services.	Must be used to provide in-home supportive services.	Established under Welfare and Institutions code 12302.25 & Sonoma County Ordinance Article XXIV Sec. 2	No growth intended to zero out annually. Operational fund.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
PRMD	45105	CSA 41 Sanitation - Sea Ranch	434,322	Fund ongoing monitoring, maintenance and inspection of septic waste water treatment systems in Sea Ranch Zone2 serving properties that are not connected to sewer. Operations and management of septic waste water treatment systems.	Operations and management of septic waste water treatment systems in the zone.	Ordinance 3904 dated August 16, 1988	Varies, funded by resident charges, expended when appropriate projects and necessities arise.
REGIONAL PARKS	15045	CSA #41 Parks - Sonoma Valley	157,576	Offset operational and maintenance expense at five Sonoma Valley Parks.	For O & M at Larson, Ernie Smith, Moran Goodman.	Board of Supervisors	Slow to no growth. Revenues based on property tax receipts.
REGIONAL PARKS	15050	CSA #41 Parks - SV Ernie Smith	29,089	Capital improvements at Ernie Smith.	Capital Improvements.	Board of Supervisors	No growth. Fund used to pay for specific capital projects.
REGIONAL PARKS	15055	CSA #41 Parks - SV Larson	380	Capital improvements at Larson.	Capital Improvements.	Board of Supervisors	No discernible growth.
SCAPOSD	13605	Open Space District	5,807,717	Ag + Open Space funded by Measure F quarter-cent sales tax in order to permanently preserve the diverse landscapes of Sonoma County . Began 1990 reauthorized 2006	Operations and acquisitions of Ag Pres & Open Space District	District Board of Directors	Revenue changes and operational variances depending on economy and sales tax collected, major expenditure fluxuations due to acquisition opportunities.
SCAPOSD	13610	Fiscal Oversight Commission	65,636	The Sonoma County Open Space Fiscal Oversight Commissions activities occur in this fund. The Commission began operations on April 1, 2011 in accordance with Reso #10-0832.	Operations and acquisitions of Ag Pres & Open Space District	District Board of Directors	Allocated funds from District for FOC activites. Reimbursement only
SCAPOSD	13615	Stewardship Reserve	0	Established prior to June of 1998 for the stewardship of conservation easements (CE) and fee lands not yet opened for public recreation, which are held by the District beyond the District's lifespan.	conservation easements and fee	BOD action on 7/19/05	Slow growth. Based on interest earnings of fund balance.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
SCAPOSD	13620	Cooley Reserve	144,271	Established for public recreational outings on Cooley Ranch. Last transfer from Authority in January 2002. Donation from seller at closing for the purpose of educational outings.	Educational field outings on Cooley Ranch in Northern Sonoma County.	Sales agreement with landowner.	Slow growth. Based on interest earnings of fund balance.
SCAPOSD	13625	Moore Grant Conservation Ben.	0	Began on 12/1/11: The grant is to be used to support an initiative in Sonoma and Santa Cruz Counties that will evaluate the economic benefits of conservation and educate decision-makers and community leaders about these economic benefits in order to enhance and expand investment in conservation. One of the grant requirements is to calculate and apply interest earnings towards the grant efforts. To ease the financial reporting and the interest apportionment, a separate index was established. The grant has a three-year term with a final financial report due on January 15, 2015. The \$750K check arrived at the County Treasury on December 15, 2011 (AU1205587).	Grant funds for a conservation valuation program.	Funding agreement with the Moore Foundation.	Moderate growth. Based on interest earnings and donations.
SCAPOSD	13635	Operations and Maint. Res.	1,588,349	Established to fund Operations and Maintenance at APOSD-owned properties, to facilite initial public access, and to provide initial opperating expenses on newly-transferred properties.	In accordance with Measure F, up to 10% of the sales tax revenue generated over the life of the measure can be used fot he initial public access, operations maintenance of recreational lands.	Measure F Expenditure Plan	Per Board of Directors policy, 10% of sales tax receipts are transferred from the OSSTA fund into this fund annually.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
SCWA	14015	SCWA General Fund		Provide for general Agency overhead expenses; all Agency Labor; and ultimate emergency reserve for the Agency. Levels and uses set per Dec 18, 2003 memo to CAO and Auditor-Controller.	Property tax allocation is primary source of revenue. Other restrictions only from Agency Charter and general restrictions on uses of government funds.	Agency Charter - Founding legislation and Government Code. Budget approval, appropriations, adjustments, and agenda items brought to Board of Directors	Growth dependent on Property Tax Revenues.
SCWA	14020	Spring Lake Park		Provide for the maintenance, operations, and capital expenses associated with Spring Lake Park. County Parks operates the park and Water Agency owns it as a flood control project.	Property taxes, Fees for Services, Concession Revenue for the fund purpose.	Budget approval by Agency Board of Directors.	The Agency through the flood control zone, owns Spring Lake Park and we pay County Parks to operate it. The fund should be stable at roughly 3 months of expenses per Dec 18, 2003 memo to CAO and Auditor-Controller.
SCWA	14025	Waste/Recycled Water Loan	600,216	To provide interim financing for Waste/Recycled water projects.	Used for encumbrances.	Established in FY 98-99 Board approved budget	In active at this time. If used again it will be funded out of the Agency General Fund.
SCWA	14030	Sustainable/Ren ewable Energy		Investigate and implement renewable energy projects for the Water Agency.	Property tax allocation transferred to the fund from the Agency General Fund.	Budget and Agenda Item / Contract Approval by the Board of Directors	Fund is dependent on Agency General Fund and will have changes in fund balance based on projects being funded.
SCWA	14105	Zone 1A Laguna Mark West	6,059,031	Flood control in specified geographic region.	Property tax allocation for fund purpose.	Board Ordinance. Prop 13 allocation	The fund goes up and down depending on the cost of projects and timing of permits, etc.
SCWA	14110	Zone 2A Petaluma	4,994,916	Flood control in specified geographic region.	Property tax allocation for fund purpose.	Board Ordinance. Prop 13 allocation	The fund goes up and down depending on the cost of projects and timing of permits, etc.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
SCWA	14115	Zone 3A Valley of the Moon	3,095,666	Flood control in specified geographic region.	Property tax allocation for fund purpose.	Board Ordinance. Prop 13 allocation	N/A
SCWA	14120	Zone 5A Lower Russian River		Flood control in specified geographic region.	Property tax allocation for fund purpose.		The fund goes up and down depending on the cost of projects and timing of permits, etc.
SCWA	14125	Zone 7A North Coast	61,953	Flood control in specified geographic region.	Property tax allocation for fund purpose.	Board Ordinance. Prop 13 allocation	The fund goes up and down depending on the cost of projects and timing of permits, etc.
SCWA	14130	Zone 8A South Coast		Flood control in specified geographic region.	Property tax allocation for fund purpose.	Board Ordinance. Prop 13 allocation	The fund goes up and down depending on the cost of projects and timing of permits, etc.
SCWA	14135	Warm Springs Dam		Operation and maintenance portion of Warm Springs Dam and the Dry Creek channel immediately below the dam for both water supply and flood control.	O & M expenses for WSD and Dry Creek channel - transfer of tax proceeds to debt service fund.	construction and funding of dam	This fund is not growing. It is paying for the Dry Creek Habitat Restoration projects per the Biological Opinion. It also transfers money from the sale of Treasury Strips to the Debt Service Fund to pay the USACE for building WSD.
SCWA	34105	Warm Springs Dam Debt Serv.		Debt service for funding of Warm Springs Dam payments to US Army Corp of Engineers.	Debt service to USACE.	voter approved measure for construction and financing of Warm Springs Dam	Fund is declining over time as the USACE is paid for WSD.
SCWA	43101	Occidental CSD		These funds were contributed to the District from the Water Agency to fund the District's Conservation Program. This balance is adjusted each year based upon actual conservation expenses incurred by the District offset by any additional Agency contributions.	Dedicated to expenses Occidental Districts incurs related to the Conservation Program.		Fluctuates based on expenses.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute / Ordinance / Resolution / Policy	Annual Growth or Contribution
SCWA	43102	Occidental CSD Expansion	336,808	Expansion/improvement of sewer systems & facilities.	For purpose of fund.	ab1600 - connection fees charged must be used only for the system improvements	Fund would temporarily grow if a capital project was being built in Occidental service area.
SCWA	43201	Russian River CSD	1,160,724	Collection treatment and disposal of effluent in geographic region.	Sewer service and related in the specified area.	user fee by ordinance	Fund balance reserve target set by Dec 18, 2003 memo to CAO and Auditor-Controller. While this fund was not contemplated at the time of the memo, the rationale applies and the guideline has been adopted.
SCWA	43202	Russian River - Expansion	127,776	Expansion/improvement of sewer systems & facilities.	For purpose of fund.	_	Fund would temporarily grow if a capital project was being built in Russian River service area.
SCWA	43203	Russian River - Revenue Bonds	280,349	Accumulate and disburse funds for repayment of 1981 revenue bonds.	Debt service.	bond documents and approval by the Board of Directors	Only used to pay debt service. No growth expected.
SCWA	43204	Russian River - Bonds	242,791	Accumulate and disburse funds for repayment of 1979 general obligation bonds.	Debt service.	voter approved general obligation bond	Only used to pay debt service. No growth expected.
SCWA	43205	Russian River - Rev Bonds Res	120,314	Required reserve per State funding agreement.	Required reserve.	State loan agreement	No growth expected once 1 year of debt service has been accumulated.
SCWA	43206	Russian River - State Loan Res	621	Required reserve per loan documents with State Water Resources Control Board.	Required reserve.	loan agreement	No growth expected once 1 year of debt service has been accumulated.
SCWA	43301	Sonoma Valley CSD	2,682,119	Collection treatment and disposal of effluent in geographic region.	Sewer service and related in the specified area.	user fee by ordinance	Fund balance reserve target set by Dec 18, 2003 memo to CAO and Auditor- Controller.
SCWA	43302	Sonoma Valley - Expansion	4,202,195	Expansion/improvement of sewer systems & facilities.	Expansion/improvemen t of sewer systems & facilities in district.	AB1600 - connection fees charged must be used only for the system improvements	Fund would temporarily
SCWA	43304	Sonoma Valley - Glen Ellen Bnd	1,768	Accumulate and disburse funds for payment of general obligation bonds.	Debt service.	voter approved general obligation bond	Only used to pay debt service. No growth expected.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
SCWA	43305	Sonoma Valley - Revenue Bonds		Accumulate and disburse funds for payment of 1998 and 2005 revenue bonds.	Debt service.	bond documents and approval by the Board of Directors	Only used to pay debt service. No growth expected.
SCWA	43306	Sonoma Valley- Rev Bnd Proj Fnd	0				
SCWA	43307	Sonoma Valley - SRF Loan		Payment of State loan which financed tertiary treatment upgrades at SV treatment plant.	Debt service.	bond documents and approval by the Board of Directors	Only used to pay debt service. No growth expected.
SCWA	43308	Sonoma Valley - SRF Loan Res	361,790	Accumulation of required loan reserve amount.	Debt service.	loan agreement	No growth expected once 1 year of debt service has been accumulated.
SCWA	43309	Sonoma Valley - State Loan Res	155,345	Required reserve per loan documents with State Water Resources Control Board.	Debt service.	loan agreement	No growth expected once 1 year of debt service has been accumulated.
SCWA	43310	Sonoma Valley - Wet Wtr Mit	181,883	Mitigation fees to address potential capacity deficency related to a development project	Public improvements to mitigate the effect of the Sonoma Springs Housing Development on Sonoma Valley Sanitation District collection and treatment capacity.	California code 66001 requires SVCSD to demonstrate a reasonable relationship between fees collected as the condition for the approval of a development project and public facilities financed by the fee.	
SCWA	43401	South Park CSD	4,119,714	Collection treatment and disposal of effluent in geographic region.	Sewer service and related in the specified area.	user fee by ordinance	Fund balance reserve target set by Dec 18, 2003 memo to CAO and Auditor-Controller. While this fund was not contemplated at the time of the memo, the rationale applies and the guideline has been adopted.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
SCWA	43402	South Park - Expansion	645,249	Expansion/improvement of sewer systems & facilities.	Sewer service and related in the specified area.	ab1600 - connection fees charged must be used only for the system improvements	Fund would temporarily grow if a capital project was being built in South Park service area.
SCWA	43403	South Park - 2000 Rev. Bonds	86,330	Accumulate and disburse funds for payment of 2005 refunding revenue bonds.	Debt service.	loan agreement	No growth expected once 1 year of debt service has been accumulated.
SCWA	44105	Russian River Projects	831,285	Charges to Marin Municipal Water and North Marin Water in lieu of property taxes paid by Sonoma County for construction of Warm Springs Dam.	Management of the Russian River system flows and related projects.	Restructured Agreement for Water Supply and its predecessor agreements. 1991 and 1996 Agreements for water with Marin Municipal Water District. Budget approval by Board of Directors	Fund balance reserve target set by Dec 18, 2003 memo from Randy Poole and Rod Dole to Mike Chrystal.
SCWA	44110	Recycled Water Fund	211,045	Transfer from the General Fund. In the past this fund was used to promote recycled water projects.	Designated for recycled water projects but could be repurposed.	Budget approval by Agency Board of Directors.	Small fund balance maintained .
SCWA	44205	Water Transmission System	2,874,211	Operate and Maintain the water production and distribution systems. Capital projects associated with the water production and distribution system. Wholesale water charges, sale of hydro-electric power, and bond financing.	Collection of all wholesale water charges and transfer of revenue to sub-funds per the Restructured Agreement and purpose of the funds.	Restructured Agreement for Water Supply and its predecessor agreements. 1991 and 1996 Agreements for water with Marin Municipal Water District. Budget approval by Board of Directors	Fund balance reserve target set by Dec 18, 2003 memo to CAO and Auditor- Controller
SCWA	44210	Water Management Planning	271,282	Water sales revenue for fund expenses associated with Water Planning, including the Urban Water Management Plan.	Restricted to functions related to the Urban Water Management Plan.	Restructured Agreement for Water Supply and its predecessor agreements. 1991 and 1996 Agreements for water with Marin Municipal Water District. Budget approval by Board of Directors	Funds flowing through this will increase as the next Urban Water Management Plan is worked on in about three years.
SCWA	44215	Watershed Planning/Restor ation	4,827,249	Water sales revenue for fund expenses associated with Watershed Planning and Restoration for which the Water Contractors are responsible, including compliance with parts of the Biological Opinion .		Restructured Agreement for Water Supply and its predecessor agreements. 1991 and 1996 Agreements for water with Marin Municipal Water District. Budget approval by Board of Directors	Funds and flows through will increase as water contractors pay for the elements of the Biological Opinion which are their responsibility.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
SCWA	44220	Recycled Water/Local Supply	121,283	Water sales revenue for fund expenses associated with development of Recycled Water use programs and improvements to Local Water Supply for which the Water Contractors are responsible.	Designated for recycled water projects.	Restructured Agreement for Water Supply and its predecessor agreements. 1991 and 1996 Agreements for water with Marin Municipal Water District. Budget approval by Board of Directors	No increases anticipated.
SCWA	44225	Water Conservation	231,058	Water sales revenue for fund expenses associated with development of water conservation projects for which the Water Contractors are responsible.	Designated to fund conservation projects with water contractors.	Restructured Agreement for Water Supply and its predecessor agreements. 1991 and 1996 Agreements for water with Marin Municipal Water District. Budget approval by Board of Directors	Temporary increases may occur if water contractors start making payments ahead of when they do projects.
SCWA	44230	Santa Rosa Aqueduct Capital	5,832,868	Financing and prefunding of capital projects associated with the Santa Rosa Aqueduct as defined by the Restructured Agreement.	Voluntary charges by the water contractors which receive water from the Santa Rosa Aqueduct for the purpose of the fund.	Restructured Agreement for Water Supply and its predecessor agreements. 1991 and 1996 Agreements for water with Marin Municipal Water District. Budget approval by Board of Directors	Funds built up depending on funding levels set by water contractors and the eventual application of the funds to a pipeline project.
SCWA	44235	Petaluma Aqueduct Capital	7,422,322	Financing and prefunding of capital projects associated with the Petaluma Aqueduct as defined by the Restructured Agreement.	Voluntary charges by the water contractors which receive water from the Petaluma Aqueduct for the purpose of the fund.	Restructured Agreement for Water Supply and its predecessor agreements. 1991 and 1996 Agreements for water with Marin Municipal Water District. Budget approval by Board of Directors	Funds built up depending on funding levels set by water contractors and the eventual application of the funds to a pipeline project.
SCWA	44240	Sonoma Aqueduct Capital	157,327	Financing and prefunding of capital projects associated with the Sonoma Aqueduct as defined by the Restructured Agreement.	Voluntary charges by the water contractors which receive water from the Sonoma Aqueduct for the purpose of the fund.	Restructured Agreement for Water Supply and its predecessor agreements. 1991 and 1996 Agreements for water with Marin Municipal Water District. Budget approval by Board of Directors	Funds built up depending on funding levels set by water contractors and the eventual application of the funds to a pipeline project.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
SCWA	44250	Storage Facilities	147,945	Finance capital projects for Storage Facilities as defined by the Restructured Agreement. Bond proceeds, transfers from O&M Fund, and grants.		Restructured Agreement for Water Supply and its predecessor agreements. 1991 and 1996 Agreements for water with Marin Municipal Water District. Budget approval by Board of Directors	Funds built up via water sales to fund Storage projects.
SCWA	44255	Pipeline Facilities	0	Finance capital projects for Pipeline Facilities as defined by the Restructured Agreement. Bond proceeds, transfers from O&M Fund and various Aqueduct Capital Funds, and grants.		Restructured Agreement for Water Supply and its predecessor agreements. 1991 and 1996 Agreements for water with Marin Municipal Water District. Budget approval by Board of Directors	Funds transferred from Santa Rosa, Petaluma, and Sonoma Aqueduct funds, for pipeline capital projects. Build up and spend down should be nearly simultaneous. Fund balances should only be temporary while construction is in progress.
SCWA	44260	Common Facilities	871,120	Finance capital projects for Common Facilities as defined by the Restructured Agreement. Bond proceeds, transfers from O&M Fund, and grants.	of the bond proceeds, specifically for various	Restructured Agreement for Water Supply and its predecessor agreements. 1991 and 1996 Agreements for water with Marin Municipal Water District. Budget approval by Board of Directors	Funds should only be available during construction of Common Facilities projects.
SCWA	44265	SCWA - ST DWR Debt CX107	144,248	Water sales revenue. Debt service for State Loan for Collector 6.	Debt service.	Loan agreement	No significant build up of fund balance.
SCWA	44270	SCWA - ST DWR Reserve CX107	- 0	Accumulation of required loan reserve amount.	Required reserves.	Loan agreement	Only to the required 1 year annual debt service.
SCWA	44275	Common Facilities Rev Bonds	141,094	Water sales revenue for 2003 Revenue Bond debt service. These bonds have been refinanced and retired within the last 6 months.	Debt service	Bond terms	No significant build up of fund balance.
SCWA	44280	Storage Facilities Rev Bonds	22,475	Water sales revenue for 2003 Revenue Bond debt service. These bonds have been refinanced and retired within the last 6 months.	Debt service.	Bond terms	No significant build up of fund balance.
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County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
SCWA	44285	Sonoma Aqueduct Revenue Bnds	175,231	Water sales revenue for 2003 Revenue Bond debt service. These bonds have been refinanced and retired within the last 6 months.	Debt service.	Bond terms	No significant build up of fund balance.
SCWA	44290	Storage Fac Revenue Bonds 2006	692,843	Water sales revenue for 2006 Revenue Bond debt service.	Debt service.	Bond terms	No significant build up of fund balance.
SCWA	44295	Common Fac Rev Bonds 2006/2015	636,073	Water sales revenue for 2006 Revenue Bond debt service.	Debt service.	Bond terms	No significant build up of fund balance.
SCWA	44300	North Marin Water Deposit	13,257	North Marin deposit of funds in lieu of participation in debt service for financing Common Facility capital projects.	North Marin's share of Common Facility construction costs.	Restructured Agreement for Water Supply and its predecessor agreements. 1991 and 1996 Agreements for water with Marin Municipal Water District. Budget approval by Board of Directors	No significant build up of fund balance.
SCWA	44305	Sonoma AQ Revenue Bonds 2015	1,166,314	Water sales revenue for 2015 Revenue Bond debt service.	Debt service.	Bond terms	No significant build up of fund balance.
SCWA	44405	Sea Ranch SZ1- General	502,773	Collection treatment and disposal of effluent in geographic region.	Sewer service and related in the specified area.	user fee by ordinance	Fund balance reserve target set by Dec 18, 2003 memo to CAO and Auditor- Controller.
SCWA	44410	Sea Ranch SZ1- Expansion	262,410	Expansion/improvement of sewer systems & facilities.	Restricted to construction projects within Sea Ranch district.	ab1600 - connection fees charged must be used only for the system improvements	Fund balance reserve target set by Dec 18, 2003 memo fromto CAO and Auditor-Controller.
SCWA	44505	Penngrove SZ- General	324,539	Collection treatment and disposal of effluent in geographic region.	Sewer service and related in the specified area.	user fee by ordinance	Fund balance reserve target set by Dec 18, 2003 memo fromto CAO and Auditor-Controller.
SCWA	44510	Penngrove SZ- Expansion	269,359	Expansion/improvement of sewer systems & facilities	Restricted to construction projects within Penngrove district.	ab1600 - connection fees charged must be used only for the system improvements	Will depend on projects, but no big projects are anticipated at this time.
SCWA	44515	Penngrove SZ- Bonds	-8,133	Accumulate and disburse funds for repayment of general obligation bonds.	Debt service.	voter approved general obligation bond	No increases anticipated.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
SCWA	44605	Geyserville SZ- General	188,345	Collection treatment and disposal of effluent in geographic region.	Sewer service and related in the specified area.	user fee by ordinance	Fund balance reserve target set by Dec 18, 2003 memo to CAO and Auditor- Controller.
SCWA	44610	Geyserville SZ- Expansion	162,103	Expansion/improvement of sewer systems & facilities.	Restricted to construction projects within Geyserville district.	ab1600 - connection fees charged must be used only for the system improvements	Will depend on projects, but no big projects are anticipated at this time.
SCWA	44615	Geyserville SZ- Bonds	14,097	Accumulate and disburse funds for repayment of general obligation bonds.	Debt service.	voter approved general obligation bond	No increases anticipated.
SCWA	44705	A.L.W. SZ- General	1,372,568	Collection treatment and disposal of effluent in geographic region.	Sewer service and related in the specified area.	user fee by ordinance	Fund balance reserve target set by Dec 18, 2003 memo to CAO and Auditor- Controller.
SCWA	44710	A.L.W. SZ- Expansion		Expansion/improvement of sewer systems & facilities.	Restricted to construction projects within ALW district.	ab1600 - connection fees charged must be used only for the system improvements	Will depend on projects, but no big projects are anticipated at this time.
SCWA	44715	A.L.W. SZ-Bonds	92,409	Accumulate and disburse funds for repayment of revenue bonds.	Debt service	Bond terms	No significant build up of fund balance.
TPW	13015	Rio Nido GHAD	107,216	Geological Hazardous Abatement Dist. Improv-Maint.	Yes.	Resolution 99-0418	Original funding deposit, now interest only, limited growth.
TPW	13335	Bittner Lane Perm. Road Dist.	18,630	Road maintenance on non-county road.	Road maintenance on Bittner Lane.	Street & Hwy code 1160-1197, Resolution 00360-1	Limited growth from property taxes for maintenance and replacement costs.
TPW	13340	Mill Creek Ln Perm. Rd. Dist.	138,971	Road maintenance on non-county road.	Road maintenance on Mill Creek Lane.	Street & Hwy code 1160-1197, Resolution 11069-1	Limited growth from property taxes for maintenance and replacement costs.

<b>County Department</b>	Fund	Fund Title	Estimated 06-	Purpose of Fund	Restrictions on Use of	Legal Authority for Restrictions	Annual Growth or
			30-17 Balance		Fund Balance	Statute /Ordinance /Resolution /Policy	Contribution
TPW	13345	Mirabel Height Perm. Rd. Dist.	15,954	Road maintenance on non-county road.	Road maintenance on Mirabel Heights.	Street & Hwy code 1160-1197, Resolution 21665	Limited growth from property taxes for maintenance and replacement costs.
TPW	13350	Monte Rosa Perm. Road Dist.	26,082	Road maintenance on non-county road.	Road maintenance in Monte Rosa Division #1.	Street & Hwy code 1160-1197, Resolution 19850	Limited growth from property taxes for maintenance and replacement costs.
TPW	13355	Peaks Pike Perm. Road Dist.	34,531	Road maintenance on non-county road.	Road maintenance on Peaks Pike Rd.	Street & Hwy code 1160-1197, Resolution 16402	Limited growth from property taxes for maintenance and replacement costs.
TPW	13360	Canon Manor Maint. Ops.	476,243	Road Maint. /Operations-Private Roads.	Yes.	Fee Assessment per parcel Reso. 01-1318 and O/M Fund Establishment Reso. 09-0534	Limited growth from property assessments only.
TPW	15015	CSA #41 Lighting - Roseland	438,785	Lighting District.	• •	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15025	CSA #41 Lighting - Meadlowlark	18,878	Lighting Assessment District.	Lighting maintenance in Meadowlark area district.	Lighting & Landscaping Act of 1972-Streets & Highway Code 22500 and following, Resolution 05-0266	Limited growth from property taxes for operations and replacement costs.
TPW	15035	CSA #41 Lighting - ALW Zone 5	9,781	Lighting District.	lighting maintenance in Airport Larkfield Wikiup Zone 5.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15065	CSA #41 Airport Center Light	5,018	Lighting District.	Lighting maintenance in Airport Business Center.	Streets & Highway Code 19180.1, Ordinance 2640	Limited growth from property taxes for operations and replacement costs.
TPW	15101	CSA #41 LD - Countywide	2,234,809	Lighting District	Lighting maintenance.	Streets & Highway Code 19180.1, Ordinance 2641	Limited growth from property taxes for operations and replacement costs.
TPW	15102	CSA #41 LD - Belmont Terrace	39,827	Lighting maintenance in Belmont Terrace.	Lighting maintenance in Belmont Terrace.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
TPW	15103	CSA #41 LD - Carmet	106,861	Lighting maintenance in Carmet.	Lighting maintenance in Carmet.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15104	CSA #41 LD - Cinnabar	160,725	Lighting maintenance in Cinnabar.	Lighting maintenance in Cinnabar.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15105	CSA #41 LD - Countryside Manor	13,259	Lighting maintenance in Countryside Manor.	Lighting maintenance in Countryside Manor.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15106	CSA #41 LD - Forestville	161,668	Lighting maintenance in Forestville.	Lighting maintenance in Forestville.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15107	CSA #41 LD - Geyserville	99,658	Lighting maintenance in Geyserville.	Lighting maintenance in Geyserville.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15108	CSA #41 LD - Graton	300,266	Lighting maintenance in Graton.	Lighting maintenance in Graton.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15109	CSA #41 LD - Guerneville	962,044	Lighting maintenance in Guerneville.	Lighting maintenance in Guerneville.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15110	CSA #41 LD - Jenner	200,674	Lighting maintenance in Jenner.	Lighting maintenance in Jenner.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15111	CSA #41 LD - Madrone Acres	195,355	Lighting maintenance in Madrone Acres.	Lighting maintenance in Madrone Acres.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15112	CSA #41 LD - Monte Rio	271,430	Lighting maintenance in Monte Rio.	Lighting maintenance in Monte Rio.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute / Ordinance / Resolution	Annual Growth or Contribution
						/Policy	
TPW	15113	CSA #41 LD - Pacific View	5,532	Lighting maintenance in Pacific View.	Lighting maintenance in Pacific View.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15114	CSA #41 LD - Penngrove	181,179	Lighting maintenance in Penngrove.	Lighting maintenance in Penngrove.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15115	CSA #41 LD - Rio Nido	409,905	Lighting maintenance in Rio Nido.	Lighting maintenance in Rio Nido.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15116	CSA #41 LD - South Park	36,438	Lighting maintenance in South Park.	Lighting maintenance in South Park.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15117	CSA #41 LD - Summer Home		Lighting maintenance in Summer Home Park.	Lighting maintenance in Summer Home Park.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15118	CSA #41 LD - Vly of the Moon	1,564,749	Lighting maintenance in Valley of the Moon.	Lighting maintenance in Valley of the Moon.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15119	CSA #41 LD - West Side	8,065	Lighting maintenance in West Side.	Lighting maintenance in West Side.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15120	CSA #41 LD - Woodside	49,997	Lighting maintenance in Woodside Club.	Lighting maintenance in Woodside Club.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	15201	So. Santa Rosa Light/Landscape	114,477	Lighting District	Lighting maintenance.	Resolution 91-1016 formed district, Resolution 93-0969 levied assessment pursuant to Landscaping & Lighting Act of 1972	Limited growth from property taxes for operations and replacement costs.
TPW	45205	CSA #41 - Fitch Mnt Operations	548,274	Water District.	Fitch Mountain Water District Maintenance.	Resolution 76-54579 created CSA#24 Fitch Mountain. Resolution 93-1589 reorganized CSA#24 into CSA#41	limited growth from water sales for operational costs.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
TPW	45210	CSA #41 - Fitch Mnt Constr.	7,446	Water District.	Fitch Mountain Water District Construction.	Resolution 88-0267 approved a State Water Resources loan and grant to acquire and rehabilitate the Fitch Mountain Water System	Limited growth for occasional projects.
TPW	45215	CSA #41 - Fitch Mnt Debt Svc	153,876	Water District.	Fitch Mountain Water District Debt Service.	Resolution 88-0267 approved a State Water Resources loan and grant to acquire and rehabilitate the Fitch Mountain Water System	Assessments and liability for debt service.
TPW	45220	CSA #41 - Fitch Mnt Water Res	127,574	Water District.	Fitch Mountain Water District Reserve Fund.	Resolution 88-0267 approved a State Water Resources loan and grant to acquire and rehabilitate the Fitch Mountain Water System	Limited growth for occasional projects.
TPW	45305	CSA #41 Water - Salmon Creek	129,315	Water District.	Salmon Creek Water District Operations.	Resolution 86-2264 created CSA#32 Salmon Creek. Resolution 93-1589 reorganized CSA#32 into CSA#41	Limited growth from water sales for operational costs.
TPW	45310	CSA #41 Salmon Crk - Const.	3,892	Water District.	Salmon Creek Water District Construction.	Resolution 88-1312 accepted a loan and grant from the State Dept of Water Resources to acquire and rehabilitate the Salmon Creek Water System	Limited growth for occasional projects.
TPW	45315	CSA #41 Salmon Crk - Debt Sv 2	36,725	Lighting maintenance in WAT-Salmon Creek.	Lighting maintenance in WAT-Salmon Creek.	Streets & Highway Code 19180.1, Ordinance 2639	Limited growth from property taxes for operations and replacement costs.
TPW	45320	CSA #41 Salmon Crk - Res #2	0			Funds required for USDA Loan for System Improvements	,
TPW	45325	CSA #41 Salmon Crk - Depr Res		To build required reserve related to debt service payment on system improvements funded by USDA Loan		Funds required for USDA Loan for System Improvements	
TPW	45405	CSA #41 Water - Freestone	8,958	Water District.	Freestone Water District Operations.	Resolution87-2087 created CSA#33 Freestone. Resolution 93- 1589 reorganized CSA#33 into CSA#41	Limited growth from water sales for operational costs.

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Restrictions on Use of Fund Balance	Legal Authority for Restrictions Statute /Ordinance /Resolution /Policy	Annual Growth or Contribution
TPW	45410	CSA #41 Freestone - Const.	3,899	Water District.	Freestone Water District Construction.	Resolution 90-1797 approved loan and grant from the State Water Resources Dept to rehabilitate Freestone Water System	Limited growth for occasional projects.
TPW	45415	CSA #41 Freestone DS	11,565	Debt Service Account for Loan needed for System Improvements.	Freestone Water District Debt Service Payments.		
TPW	45505	CSA #41 Water - Jenner	4,718	Water District.	Jenner Water District Operations.	Resolution 88-0970 created CSA#34 Jenner. Resolution 93- 1589 reorganized CSA#34 into CSA#41	Limited growth from water sales for operational costs.
TPW	45510	CSA #41 Jenner - Construction	0	Water District.	Jenner Water District Construction.	Resolution 89-1327 approved a grant and loan under the 1984 State Safe Drinking Water Bond Act to acquire and rehabilitate the Jenner Water System	Limited growth for occasional projects.
TPW	45515	CSA #41 Jenner - Debt Service	3,785	Water District.	Jenner Water District Debt Service payments.	Resolution 89-1327 approved a grant and loan under the 1984 State Safe Drinking Water Bond Act to acquire and rehabilitate the Jenner Water System	Assessments and liability for debt service.
TPW	45520	CSA #41 Jenner - Reserve	52,571	Water District.	Jenner Water District Reserve to be held until loan defeasance.	Resolution 89-1327 approved a grant and loan under the 1984 State Safe Drinking Water Bond Act to acquire and rehabilitate the Jenner Water System	Limited growth for occasional projects.
TPW	45525	CSA #41 Jenner - Debt Svc #2	4,955	Water District.	Jenner Water District Debt Service 2 payments.	Resolution 07-0920 approved a loan with the Safe Drinking Water State Revolving fund	Assessments and liability for debt service.
TPW	45530	CSA #41 Jenner - Reserve #2	5,408	Water District.	Jenner Water District Reserve 2 to be held until loan defeasance.	Resolution 07-0920 approved a loan with the Safe Drinking Water State Revolving fund	Limited growth for occasional projects.
		Total	218,560,295	•			

# **Over \$3 Million General Fund Balances**

County Department	Fund	Fund Title	Estimated 06-30- 17 Balance	Purpose of Fund	Uses Governed By
CAO	10205	General Reserve	53,053,495	Emergency uses only consistent with fund balance reserve policy.	Board Policy
CAO	10090	RDA Dissolution Distributions	17,911,083	Tax increment apportionment for former Redevelopment Areas, which is now deposited into the General Fund after the dissolution of the state RDA program. Source finances the Board's Reinvestment & Revitalization program.	Board Policy
CAO	10095	Graton Casino Mitigation	11,323,149	Fund services and projects designed to mitigate negative effects of casino operations. Set up to make any necessary repayments, fund ongoing mitigation and accumulate funds for future use.	Agreement
CAO	10005	General Fund	9,867,053	Restricts available General Fund to account for fund advances made to other non- General Funds. It includes \$9.2 million used to finance EFS implementation. The balance is inventory and prepaid expenses.	Under Review
CAO	10005	General Fund Year- End	8,500,000	General Fund estimated to be available as a carry over to finance FY 2017-18 Recommended Budget	Board Budget Resolution

Over \$3 Million General Fund Balances

Over \$3 Million General Fund Balances									
County Department	Fund	Fund Title	Estimated 06-30- 17 Balance	Purpose of Fund	Uses Governed By				
GENERAL SVCS	10505	Fleet ACO	6,000,075	Accumulates replacemnt portion of vehicle equipment internal fees paid by departments and agencies.	Under Review				
CAO	10105	Tobacco Deallocation	5,614,586	Currently designated for non- capital costs for ADA Transition Plan. The unspent amounts for capital projects will be rolled over into FY 17- 18.	Board Budget Resolution				
ISD	10015	IS Replacement Fund A	5,011,102	Fund contains 1) dept. contributions for computer and equipment replacements for general fund departments allowing a more even expense to the department budgets and ensure depts. are replacing equipment timely and 2) dept. contributions for infrastructure replacement collected through annual rates and expended in varying years dependent on infrastructure replacement based on life of assets and 3) strategic funds including interest earned and balance of project GF contributions for work carried to next fiscal year.	Under Review				
CAO	10005	General Fund-OPEB	3,000,000	Available for obligations for non-pension post employment benefits for when budgeted payroll collected rates isn't sufficient to meet the actuarially determined annual required contribution (ARC). See item 08-25-15 Item #32.	Under Review				

# Over \$3 Million Special Revenue Fund Balances as of 6/30/2017

County Department	Fund	Fund Title	Estimated 06-30-17 Balance	Purpose of Fund	Policy Issued By
CAO	11015	Advertising Fund	3,602,544	Program is allocated 75% of Transient Occupancy Tax(TOT) to finance non-profit activities that promote Sonoma County tourism, enhance safety, and celebrate the local culture. This fund includes the Economic Development department programs. Accumulated balance of ??? provides future funding to continue program during economically depressed years.	Board
CAO	11144	Tobacco Sec. / Endowment A	11,233,515	Public benefits Capital investments, as a result of deferred investments when absorbing costs due to tobacco use.	Board
CAO/ACTTC	11145	Open Space Sales Tax Account - Measure F	36,409,116	Established to receive transfer of measure C funding and sales tax revenues from Measure F. Fund finances the Open Space District's operations and capital acquisition. Is it monitored by the Auditor's Office to ensure debt service and bonding compliance.	Approved Measure
DISTRICT ATTORNEY	11129	DA - Consumer Protection Fund	3,084,237	Funds are designated for the exclusive use by the District Attorney for the enforcement of consumer protection and environmental laws.	Under Review
HEALTH SERVICES	11715	First 5 Sonoma County	13,211,138	Funding for programs that serve and support children age 0-5.	State
HEALTH SERVICES	11991	Health Realignment Fund 1991	10,331,731	1991 Realignment Funds for Public Health Svcs.	State
HUMAN SERVICES	11505	Human Services Department	9,186,455	Used for matching purposes for 1991 realignment.	State
PROBATION	11310	AB109 Contingency	5,127,315	Realignment funding for local services in order to reduce the State Prison population. Local services funded include custody for non-violent, non-serious, non-sex offenders; local post-release supervision; and local planning.	State

# Over \$3 Million Special Revenue Fund Balances as of 6/30/2017

County Department	Fund	Fund Title	Estimated 06-30-17 Balance	Purpose of Fund	Policy Issued By
PROBATION	11306	Probation - Juv. Prob. & Camp	3,582,171	Juvenile Probation Funding for specified probation services for at-risk youth, juvenile offenders, and their families; and Camp Funding for operation of Juvenile camps/ranches.	Under Review
SHERIFF	11320	Sheriff Trial Court Security	6,056,203	State revenue specifically allocated for the purpose of providing court security services to the Superior Court.	State
TPW	11051	Roads Fund	6,242,095	Road Fund General Operations.	State
TPW	11054	Countywide Development Fee	5,415,271	Traffic Mitigations-interest bearing account.	Sonoma County Code

# **Over \$3M Enterprises Balances**

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Uses Governed By
TPW	41122	Former Rural Landfills	14,516,208	For cleanup of potential landfill leaks that may pollute water sources.	Under Review
TPW	41124	Co Contingent Liability Resrv	10,789,210	For cleanup of potential landfill leaks that may pollute water sources.	Under Review
TPW	41301	Airport Enterprise	4,697,170	Primary Operating Fund for Airport Enterprise.	Under Review

### **Over \$3 Million Internal Services Balances**

County Department	Fund	Fund Title	Estimated 06-30-17 Balance	Purpose of Fund	Uses Policy Issued By
ACTTC	51530	Debt Service Rate Normalization	3,554,563	Carryover Balance due to estimation of payroll rates. Funds used for smoothing of future year rates.	Under Review
HUMAN RESOURCES	51215	Health Insurance	4,007,824	County Health Plan - Self- funded insurance medical plan.	Board Policy
HUMAN RESOURCES	51240	Cty Health Plan - Economic Res	11,875,998	County Health Plan Economic Uncertainty Reserve - comprised of employer contributions for health benefits. Includes State/Federal sources.	Board Policy
HUMAN RESOURCES	51220	Workers Compensation Ins	6,045,820	Self-funded insurance Workers' Compensation program.	Actuary Analysis

## **Over \$3 Million Special Districts Balances**

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	·	Policy Issued By
COM DEV COMM	46105	Comm. Devlp. Block Grant	17,971,716	To provide loans and grants to eligible sub recipients for affordable housing, community development, economic development, and public services for lower income persons and lower-income neighborhoods.	Federal Agency
COM DEV COMM	46045	County Fund For Housing	17,120,529	To create, preserve, or promote affordable housing within Sonoma County. Funds are used for new housing rehabilitation loans as eligible applications are received, and for administrative costs to implement the program.	Under Review
COM DEV COMM	46110	HOME Program	13,895,319	Loans to developers and sub recipients for affordable housing. Funds are committed to projects prior to the start of the fiscal year; the fund balance is reserved for the specific projects for which funds were committed and for admin costs to implement.	Federal Agency
SCWA	34105	Warm Springs Dam Debt Serv.	11,692,144	Debt service for funding of Warm Springs Dam payments to US Army Corp of Engineers.	Debt Agreement
SCWA	14015	SCWA General Fund	11,546,524	Provide for general Agency overhead expenses; all Agency Labor; and ultimate emergency reserve for the Agency. Levels and uses set per Dec 18, 2003 memo to CAO and Auditor-Controller.	Under Review
COM DEV COMM	46305	LMIHAF - Sonoma City	10,348,904	Low-Mod Income Housing Asset Fund for assets transferred from the City of Sonoma by act of law.	State Law
SCWA	44235	Petaluma Aqueduct Capital	7,422,322	Financing and prefunding of capital projects associated with the Petaluma Aqueduct as defined by the Restructured Agreement.	Water Supply Agreement

## **Over \$3 Million Special Districts Balances**

County Department	Fund	Fund Title	Estimated 06-	Purpose of Fund	Policy Issued By
			30-17 Balance		
COM DEV COMM	46020	CDC Housing Fund	7,058,124	To administer local housing programs such as Density Bonus monitoring, 1st Time Homebuyer, and other Deferred-Payment loan programs. Funds are used for home buyer loans as eligible units are resold, and to pay admin costs.	Under Review
SCWA	14135	Warm Springs Dam	6,366,362	Operation and maintenance portion of Warm Springs Dam and the Dry Creek channel immediately below the dam for both water supply and flood control.	Voter Approved Measure
SCWA	14105	Zone 1A Laguna Mark West	6,059,031	Flood control in specified geographic region.	Board Ordinance. Prop 13 allocation
SCWA	44230	Santa Rosa Aqueduct Capital	5,832,868	Financing and prefunding of capital projects associated with the Santa Rosa Aqueduct as defined by the Restructured Agreement.	Water Supply Agreement
SCAPOSD	13605	Open Space District	5,807,717	Agricultural & Open Space funded by Measure F quarter-cent sales tax in order to permanently preserve the diverse landscapes of Sonoma County . Began 1990 reauthorized 2006	Voter Approved Measure
COM DEV COMM	46310	LMIHAF - Sebastopol City	5,225,408	Low-Mod Income Housing Asset Fund for assets transferred from the City of Sonoma by act of law.	State Law
SCWA	14110	Zone 2A Petaluma	4,994,916	Flood control in specified geographic region.	Board Policy
SCWA	44215	Watershed Planning/ Restoration	4,827,249	Water sales revenue for fund expenses associated with Watershed Planning and Restoration for which the Water Contractors are responsible, including compliance with parts of the Biological Opinion .	Water Supply Agreement
COM DEV COMM	46335	Village Green II USDA Project	4,714,644	Low-Mod Income Housing Asset fund for assets transferred from the City of Sonoma by act of law.	State Law

## **Over \$3 Million Special Districts Balances**

County Department	Fund	Fund Title	Estimated 06- 30-17 Balance	Purpose of Fund	Policy Issued By
COM DEV COMM	46325	LMIHAF - Russian River	4,337,663	Low-Mod Income Housing Asset fund for assets transferred from the Russian River RDA by act of law.	State Law
COM DEV COMM	46315	LMIHAF - Roseland	4,309,450	Low-Mod Income Housing Asset Fund for assets transferred from the Roseland RDA by act of law.	State Law
SCWA	43302	Sonoma Valley - Expansion	4,202,195	Expansion/improvement of sewer systems & facilities.	AB1600
COM DEV COMM	46320	LMIHAF - Sonoma Valley	4,181,799	Low-Mod Income Housing Asset Fund for assets transferred from the Springs RDA by act of law.	State Law
SCWA	43401	South Park CSD	4,119,714	Collection treatment and disposal of effluent in geographic region.	Fee Ordinance
SCWA	14115	Zone 3A Valley of the Moon	3,095,666	Flood control in specified geographic region.	Board Ordinance. Prop 13 allocation

# FINANCIAL POLICIES FOR FY 2017-18 BUDGET DEVELOPMENT

Annually, the Board of Supervisors/Board of Directors provide policy direction to guide the County Administrator in the development of the Recommended Budget. The policy document is organized into basic fiscal principles and general government accounting standards.

## **BASIC FISCAL PRINCIPLES**

#### **Balanced Budget and Fiscal Discipline**

- The budget must balance resources with expenditure appropriations. The County must live within its own means and avoid disturbing other local jurisdictions' revenue sources to resolve its deficiencies. Furthermore, any deviation from a balanced budget is not permitted by the California State Government Code, which states: "In the recommended, adopted, and final budgets the funding sources shall equal the financing uses." (Government Code §29009).
- All County departments/agencies must, when directed by the County Administrator, submit recommended
  options for reducing their net county costs as part of their annual budget submittal. These reduction options
  will be the primary source for balancing the County Administrator's recommended budget as submitted to the
  Board of Supervisors during difficult financial times. Reduction options will be accompanied by each
  department's analysis of the impact on services. Depending upon state budgetary impacts on Sonoma County,
  additional reductions may be requested from the County departments.
- Mid-year and third quarter reports of actual revenues and expenditures, with projections for the remainder of
  the year compared to revised budget, will be submitted by departments to the County Administrator, and on
  to the Board of Supervisors with recommendations, if necessary, for current year budget adjustments.
- In response to declining property tax and other revenues resulting from the "Great Recession", the County had been operating under a Board of Supervisors approved hiring freeze. The approved policy requires the County Administrator's approval for filling any permanent or extra-help vacant positions. In addition, all positions held vacant for 12 months or more will be deleted as part of the annual recommended budget.

#### **Long Range Planning**

- Recognizing cyclical economic downturns will occur in the future, and to maintain fiscal sustainability, program
  budgets will not be automatically restored as a result of fiscal recovery and/or discretionary revenue growth.
  Instead, a review of the current public needs compared to efficiencies implemented must be completed
  before program and/or service expansion is considered.
- Annual budgets will not be increased or changed to the point that ongoing operating costs become overly reliant on one-time or cyclical, unreliable revenues.
- Annual budgets will be compiled with long-term sustainability in mind to operate within available ongoing revenues, except as part of a Board of Supervisors approved plan in response to unilateral state budgeting actions that may include reducing costs over a specified number of years.
- Proposed new services, public facilities, significant infrastructure and system changes, and major strategy
  changes should/will be analyzed for their long term impacts on operations, funding, liability and maintenance
  before seeking Board of Supervisors approval. New programs or services will generally not be recommended
  unless they further Strategic Plan goals, objectives, or strategies; are provided with a reliable funding stream
  sufficient to finance their costs; and the Board of Supervisors can be assured the County can control both the
  quality and level of services provided.

- The County Administrator, in conjunction with the County Auditor-Controller, will submit a 5 year, multi-year financial projection and solicit budget policy direction prior to compiling the recommended budget.
- One-time funding sources (i.e. fund balance, cyclical increases to revenues, grants) will be used to fund one-time expenditures (i.e. fixed assets, infrastructure, grant programs, Economic Uncertainty Reserves, and special one-time needs programs). An exception to this policy will be when reducing ongoing costs in accordance with a Board of Supervisors approved multi-year plan to reach a new reduced ongoing financing base as a result of state budgetary action. This plan will be called out separately in the budget message.
- The County and other Government Agencies governed by the Board of Supervisors support the funding of the employee retirement system each year at a ratio of between 95%-105% actuarial assets to liabilities. The County Administrator shall work with the Retirement System Administrator to develop a forecast of financing required for the County (and other Government Agencies governed by the Board of Supervisors) and will include options to achieve the desired funding levels along with each recommended budget.

#### **Expenditure Management and Control**

- Sonoma County, in conjunction with employee groups, will consider temporary salary and benefit cost saving programs (e.g. Mandatory Time Off, Voluntary Time Off) in lieu of service reductions or layoffs when the fiscal problem is of a temporary nature where one can reasonably predict when the fiscal problem will end.
- Federal and state program reductions will not be backfilled with County discretionary revenues except by Board of Supervisors direction. The Board of Supervisors typically does not backfill these programs due to their sheer size and magnitude on the County's financial position.
- Board policy direction is required prior to changing one-time expenses into ongoing expenses. In addition, departments will not engage in internal cost shifting to the County General Fund.

#### **Treasury Management**

- Other than amounts held with trustees under bond indenture or other restrictive agreements, the County's cash and investments shall be invested by the County Treasurer. The Treasury Oversight Committee has regulatory oversight for all monies deposited in the Treasury Pool. Such amounts are invested in accordance with investment policy guidelines established by the County Treasurer and reviewed by the Board of Supervisors. The objectives of the policy are, in order of priority, safety of principal, liquidity, and yield. The policy addresses the soundness of financial institutions in which the County will deposit funds, types of investment instruments as permitted by the California Government Code, and the percentage of the portfolio that may be invested in certain instruments with longer terms to maturity.
- Debt is incurred for the purpose of spreading capital project costs to the years in which the improvement will benefit. Debt is also incurred to reduce future costs such as refinancing (pension obligation bonds, general obligation bonds, certificates of participation) at lower interest rates.
- Sonoma County will not exceed its legal maximum debt amount. This amount is calculated annually based on 2% of the County's total assessed valuation. Sonoma County currently has no debt applicable to the legal maximum debt, leaving a 100% debt margin.
- Debt issuance and management is also subject to a separate set of policies established by the Board of Supervisors and available from the Auditor-Controller-Treasurer-Tax Collector's office.

#### **Revenue Management**

- Sonoma County will continue to advocate for more discretion over its revenue sources and to diversify and
  maximize discretionary revenue sources in order to resist state erosion to local revenues and improve the
  County's ability to manage individual revenue fluctuations.
- Programs financed by charges for services, fees, grants, and special revenue fund sources shall pay their full and fair share of all direct and indirect costs to the extent feasible and legally permitted. Including cost recovery towards future assets and/or system replacement.
- Departments requesting new or increased revenues from fees, permits and user charges shall submit these
  requests to the Board of Supervisors for consideration during the Board's annual fee hearing process.
   Requested fee increases shall include annual service improvement plans to identify efficiency and productivity
  measures taken or planned to minimize the level of rate increases, while improving customer service. If

- permissible by law, fees and charges should cover all costs of the services provided, unless otherwise directed by the Board of Supervisors, to provide for public benefit.
- Staff will use conservative but defensible estimates for major revenue sources and not unduly anticipate changes in revenue trends.
- Proposition 172 Public Safety Distribution Annually, the baseline growth shall be determined as the Consumer Price Index for All Urban Consumers-San Francisco-Oakland-San Jose for the 12-month period ending the previous December 31. This will be applied to the prior year budget for each department that received funds in the previous fiscal year, to establish the new adjusted base. Growth will be any funds projected or received that exceed the adjusted base. Growth shall be split 50% fire services and 50% law enforcement, until the point in time that fire services is receiving 8% of the funding. At that point in time, growth will be allocated in a similar manner until Probation reaches a desired share. Thereafter, growth will be provided on a proportional basis and become the annual adjusted base. If there is a decline in funding (negative growth), this will be allocated proportionally using the current year adjusted base allocation ratios.

#### **Minimum Fund Balance Policies**

- Sonoma County will create and maintain a prudent level of financial resources to protect against the need to reduce service levels or raise taxes and fees due to temporary revenue shortfalls or unpredicted one-time expenditures. Funds will be assigned and balances will be maintained to finance anticipated future one-time expenditure needs and to allow time for the County to respond to major actions of the State of California that materially affect the County's financial position. Periodic review and updates of the County's Directory of Funds balances in excess of \$5 million, as of prior fiscal year end, will be incorporated as part of the Board of Supervisors Budget Policy Workshop. Also, disposition of accumulated year-end fund balances will occur when there has been no activity in the past year and the County Administrator and Auditor-Controller-Treasurer-Tax Collector have identified them as no longer needed for their original purpose.
- Consistent with best practice recommendations from the Government Finance Officers Association of the
  United States and Canada, the County will strive to maintain total General Fund discretionary reserves equal
  to 5%-15% of annual General Fund operating revenues. This range will be further subdivided into "traffic light"
  increments as follows:
  - 5-10% represents the red light signaling that no further use of reserves should be made except in dire emergencies or where almost immediate replenishment is assured. Further, priority should be given to increase reserve levels.
  - The 10-15% increment of the range represents the yellow light signaling that caution should be exercised in the use of reserves and only for one-time costs. In addition, consideration should be given to increase reserve levels should resources become available.
  - Above 15%, a green light is given, adequate reserve levels have been achieved. Additional resources need not be set aside at this time for economic uncertainties but used to further other Board of Supervisors goals.
- **Fund balance**, created as a result of actual revenue and expenditure deviations from the budget, will be used to achieve and maintain the County's reserve goals and to balance the next year's budget. Reliance upon fund balance for budget balancing will be managed judiciously, taking into account its volatility and past actual activity.
- Tax Loss Reserve Fund (TLRF) shall maintain as a restricted reserve an amount equal to 2% of the levy. The County Administrator in conjunction with the Auditor-Controller-Treasurer-Tax Collector may recommend the use of funds in excess of the established reserve to the Board of Supervisors for the purpose of balancing the budget. In order to finance an additional one-time Roads Pavement preservation investment on November 3, 2015, the Board temporarily reduced the reserve target to 1.25% and will re-establish the 2% reserve from the future collection of penalties.
- Tobacco Securitization proceeds shall be maintained in two separate funds. The first shall contain the portion of the proceeds to be used only for capital improvements and shall be used for those improvements that exceed the normal level of repair and replacement needed to maintain County facilities with priority funding for planned criminal justice services projects and the completion of the Americans with Disabilities Act Transition projects. On the latter, funding will be available only AFTER all other funding sources have been exhausted. The second shall contain the portion of the proceeds that, once de-allocated, can be used for

- general government purposes. Given the one-time nature of these funds, the latter shall only be used for one-time investments as opposed to financing any on-going operating costs.
- Refuse Franchise Fees shall be accounted for in the same manner as other franchise fees in the County
  General Fund revenues. They shall be recorded in a separate account in order to ensure that any fund balance
  does not roll into County General Fund carryover balance at year-end so that the County can designate use of
  the funds for solid waste obligations, roads infrastructure preservation, and other Board of Supervisors
  priorities. If used for road infrastructure preservation, these funds are not intended to supplant on-going
  County General Fund contributions nor are they intended to increase any external maintenance of effort
  requirements imposed by outside funding sources, but may be used to satisfy previously established
  maintenance of effort levels.
- **Tribal Development Impact Mitigation** funds shall be accounted for separately, so that when budgeting, only those monies received in the current year shall be relied upon for financing costs in the coming budget. The Board of Supervisors shall make a determination, as new tribal developments occur, on the best uses of these funds to mitigate impacts and maintain the high quality of life in surrounding or affected communities.
- Health Services-Medical System Expansion funds minimum reserve level is established at \$1 million. The Board of Supervisors recognized and confirmed the remainder of the fund balance will be spent in accordance with the Partnership Health Plan of California Memorandum of Understanding spending plan agreement. Health Services staff will coordinate with the County Administrator's Office and the Partnership Health Plan to review and update the spending plan as a part of the annual budget.
- County Health Plan-Economic Uncertainty Reserve is established based on actuarial valuation to cover
  unforeseen changes in expenditures and/or revenues., Human Resources staff will provide fund balance use
  recommendations as part of the annual recommended budget while maintaining a minimum level of
  economic uncertainty reserve consistent with Actuary's valuation and as recommended by the County
  Administrator.
- Water Agency Flood Zone 2A (Petaluma) will maintain a minimum of 6 months of operating expenditures. Funds in excess of the minimum required may accumulate to address future capital needs as approved by the Board of Directors in the annual Capital Project Plan.
- Water Agency Water Transmission System is to maintain a minimum of 3-4 months of operating expenditures. Funds in excess of the minimum required may accumulate to address future capital needs as approved by the Board of Directors in the annual Capital Project Plan.
- Reinvest and Revitalization funds accumulated from dissolved redevelopment project areas residual funds and asset liquidation distribution proceeds are segregated into a separate committed fund for specific investment purposes guided by the Reinvest & Revitalization Funds Use Policy pending approval. Accumulated use of resources will be presented as part of the annual recommended budget. Funding should be considered first to continue or complete the public benefit originally intended by the former redevelopment project, second to benefit the community where the former project area was located, and third for economic development investments.
- Roads One of the program's main sources of funding for maintenance services comes from gas tax. As a
  result of the frequent state formula allocation changes over the last five years, and to protect the County's
  General Fund resources, an operating reserve by way of year-end unrestricted fund balance equivalent to a
  minimum of 3 to 4 months of baseline operating expenses will be maintained within the Roads special
  revenue fund. The amount for FY 2014-2015 was established at \$5,000,000 which will be reviewed periodically
  against annual baseline operating budget.

## **GOVERNMENT ACCOUNTING STANDARDS**

#### **Fund Balance Classifications**

Government Accounting Standards Board (GASB) Statement #54 was issued to improve the usefulness and understandability of governmental fund balance information. The statement provides more clearly defined categories to make the nature and extent of the constraints placed on a government's fund balance more transparent. The statement only impacts governmental fund types (General, Special Revenue, Capital Projects and

Debt Service). The following more clearly defines the new fund balance classifications and examples of fund balance amounts that would generally be reported within these classifications.

- Nonspendable Fund Balance amounts that cannot be spent because they are either not in spendable form or legally or contractually required to be maintained intact. Examples include inventory, prepaid amounts, long-term accounts receivable, and any other amounts that are not expected to be converted to cash.
- Restricted Fund Balance amounts are restricted by external parties (i.e. creditors, grantors, contributors or laws/regulations of other governments) or restricted by law through constitutional provisions or enabling legislation. The majority of the County's Special Revenue Funds (i.e. Health & Human Services, Child Support Services, Road Fund, etc.) and Debt Service Funds have restricted fund balances.
- Committed Fund Balance amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision making authority. An example of committed fund balance is the Board of Supervisors' commitment to use 75% of Transient Occupancy Tax (TOT) revenues to provide funding to promote County economic development and tourism.
- Assigned Fund Balance amounts constrained by the government's intent to be used for specific purposes that are neither restricted nor committed. Assigned fund balance can also be used to eliminate the projected budgetary deficit in the subsequent year's budget. The intent can be expressed by a) the governing body itself or b) a body or official to which the governing body has delegated the authority. General Fund carryover fund balance, Accumulated Capital Outlay (ACO) funds, and Capital Project Funds are examples of balances that can be assigned for specific purposes.
- Unassigned Fund Balance a residual classification for the General Fund. The total fund balance, less restricted, committed or assigned funds, equals unassigned fund balance. The general fund is the only fund that should report a positive unassigned fund balance amount. A negative fund balance is possible in other governmental funds. Examples of unassigned fund balance include the general reserve fund and other discretionary general fund economic uncertainty funds.

#### **Asset Inventory/Protection**

Sonoma County will regularly assess the condition of its assets that support delivery of County services (i.e. public facilities, infrastructure, technology, vehicle fleet, etc.) and plan for their maintenance and eventual replacement.

 Assets with an initial cost of more than \$5,000 to \$100,000 will be capitalized as summarized in the table below:

Capital Asset Type	Capitalization Threshold	<b>Depreciation/Amortization Period</b>
Land	All Costs	Non-Depreciable
Buildings	\$25,000	50 Years
Building Improvements	\$25,000	50 Years
Infrastructure	\$100,000	30-50 Years
Software	\$100,000	7 Years
Non-Amortizable Intangibles	\$5,000	Non-Amortizable
Machinery and Equipment	\$5,000	5 Years

- Capital assets are recorded at historical cost or at estimated historical cost if actual historical cost is not available. Capital assets used in operations will be depreciated or amortized using the straight-line method over the lesser of the capital lease period or their estimated useful lives.
- The Board of Supervisors requires all departments to certify a detailed listing of all fixed asset inventory within their possession no later than December 15 of every other year.
- Capital replacement funds will be used to accumulate financial resources for future replacement of assets that
  will be retired from service. In addition, when feasible, replacement funding contributions will be included in
  applicable service charges from all system users. Specifically, the policy covers the following major system
  categories:
  - Building & Fixed Facilities As part of the annual Capital Project Plan and no less than every 5 years, and guided by Comprehensive County Facilities Plan, the General Services Director will regularly assess and

adjust funding requests for each facility. The funding contributions would be placed in separate funds for each set of facilities and managed by the assigned department or agency director in conjunction with the County Administrator. Contributions for these funds will be included in service charge rates (including outside partner agencies) and grant costs where feasible and would be prioritized for available discretionary funding in the annual budget process. Consideration will always be given to annual operational maintenance funding (as opposed to contributions for future major repairs) necessary to preserve health and safety and overall asset life. Project funding recommendations will follow the priority criteria in the current Administrative Policy 5-2 which includes:

- a. Required to meet compelling health, safety, legal or code compliance, a mandate of the Board of Supervisors, or a court order.
- b. Previously approved phases of a project, which are integral to completing its initial scope.
- c. Required to keep an existing building, facility, or complex operational. Provides measurable economic benefit or avoids economic loss to the County. Serves to maintain or improve infrastructure of the County as a general benefit to County operations and services.
- d. Alleviates constraints and impediments to effective public access and service such as improvements regarding space limitations or inefficient layout of space in County buildings or facilities, provisions for expanded or changed programs or services, or improvements to heating, ventilation or other work environment conditions.
- e. Improves the environmental quality or aesthetics of County facilities and complexes.

#### ➤ Information Technology Assets

- a. The policy directs the Director of Information Systems in conjunction with the County Administrator's office to develop a plan to replace system components with the infrastructure contribution funding stream and potential one-time contributions within the remaining useful life of each component. The policy also directs a full infrastructure valuation of the computer and telephone communication systems every 5 years.
- b. The Public Safety radio infrastructure replacement review and funding request is the responsibility of the Sheriff's Office in conjunction with General Services, Information Systems, and the County Administrator.

## OTHER POLICIES AND METHODOLOGIES

Other policies and methodologies that may be helpful for understanding the County's budget:

#### **Budgetary Amendments**

After the budget is adopted it becomes necessary to amend the budget from time to time. Department heads have the authority to amend budgets for changes within a category (e.g., Services & Supplies). County Administrator approval is required for adjustments between categories (e.g., Services & Supplies to Fixed Assets) or between program budgets within the department.

Budgetary amendments that change total revenues or appropriations for a department require Board of Supervisors approval. These include: (1) the appropriation of revenues not included in the adopted budget, (2) reductions to estimated revenues and related appropriations when it is determined that the revenues will not be received, (3) appropriation increases supported by use of available fund balance or Appropriations for Contingencies, and (4) the transfer of monies or appropriations from one fund or department to another.

#### The Accounting Basis Used in the Budget

The budget is developed on a modified accrual basis for governmental fund types (General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds), adjusted for encumbrance accounting. Appropriations for encumbrances are included and appropriations for expenditures against prior year encumbrances are excluded.

Under the modified accrual basis, obligations are generally budgeted as expenses when incurred, while revenues are recognized when they become both measurable and available to finance current year obligations. Proprietary fund types (e.g., Transit and Refuse) are budgeted on a full accrual basis. Not only are obligations recognized when incurred, but revenues are also recognized when they are incurred or owed to the County.

The government-wide, proprietary and investment trust fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when liabilities are incurred, regardless of when the related cash flows take place. Non-exchange transactions, in which the County gives (or receives) value without directly receiving (or giving) equal value in exchange, include property and sales taxes, grants, entitlements, and donations. On an accrual basis, revenues from property tax are recognized in the year for which the taxes are levied. Revenues from sales tax are recognized when the underlying transactions take place. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

For business-type activities and enterprise funds, the County has elected under GASB Statement No. 20, Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities That Use Property Fund Accounting, to apply applicable GASB pronouncements as well as any applicable pronouncements of the Financial Accounting Standards Board, the Accounting Principles Board or any Accounting Research Bulletins issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements.

#### **Fund Types Used by the County**

#### **Governmental Fund Types:**

- **General Fund:** The General Fund is the general operating fund of the County. All financial resources except for those required to be accounted for in other funds are included in the General Fund.
- Special Revenue Funds: Special Revenue Funds account for the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. Sonoma County Special Revenue Funds include: Advertising, Fish & Wildlife, Road, Health Services, State Realignment, and various other restricted and committed funds.
- **Debt Service Funds:** Debt Service Funds are used to account for financial resources that are restricted, committed, or assigned to expenditure for principal and interest.
- Capital Projects Funds: Capital Projects Funds account for financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets (other than those in Proprietary Fund Types).

#### **Proprietary Fund Types**

• Enterprise Funds: Enterprise Funds account for operations (a) that are financed and operated in a manner similar to private business enterprises, where the intent of the Board is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis are financed primarily through user charges or (b) where the Board has decided that periodic determination of revenues earned, expenses incurred, and net income or loss is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

#### **Internal Service Funds**

• Internal Service Funds: Internal Service Funds (ISF) account for the financing of goods or services provided by one department or agency to other departments or agencies of the County or other governmental units on a cost reimbursement basis. A common use of these fund types is to account for the County's self-insurance programs. The following describes the funding and budgeting methodologies the County uses for some of the self-insurance programs.

The funding methodology for the workers' compensation and the liability insurance programs is designed to establish charges to departments to finance the current year costs at the 70% confidence level as estimated annually by an actuary. The Health ISF (county medical insurance plan) is funded based on actuarially determined

trends in claims payments with the intent of maintaining a year-end fund balance equivalent to anticipated costs necessary to close out each year's activity and to cover expenses in excess of projected levels due to unexpected increases in the number of size of claims. For workers' compensation and liability insurance programs, cash reserves above and below the 70% confidence levels for outstanding liabilities for individual insurance funds are amortized on a rolling three-year basis, by decreasing or increasing rates by one-third of the difference, in accordance with Board policy. The rolling three-year amortization policy was implemented to: 1) alleviate large fluctuations in rates caused by changes in actuarial estimates or funding status; 2) facilitate long-term rate planning; and 3) provide consistent financial policy for the internal service funds.

For budgeting purposes, claims expense for the workers' compensation and liability funds are based on the actuary's estimated loss for the budget year at the 70% confidence level. In situations where this is not expected to provide sufficient appropriations to cover actual cash payments, additional funds are budgeted under Excess Claims Expense. Claims expense for the Health ISF is based on the actuary's estimated loss for the budget year.

At the time the budget is prepared, the total year-end outstanding liability for the budget year is not known. When this information becomes available from the actuary during the budget year, the change in the total outstanding liability is recorded to the budgeted sub-object Accrued Benefit Adjustment in order to conform to accounting principles. This budgetary figure is used merely to designate cash reserves to cover the outstanding liability and does not represent a cash revenue or expenditure. The Accrued Benefit Adjustment for liability and workers' compensation is budgeted at 10% of the total liability. The accrued benefit adjustment for the County Health Plan is budgeted using the most recent 1-year trend and 10% of the total liability. The total liability is based on the prior year estimate of total liability projected forward using the most recent claims expense trend.

Within the ISF insurance funds, the budgetary information presented is not readily comparable on a year-to-year basis because expenditures and use of cash reserves are related to past years' claims experience, as well as the fiscal year for which the budget is presented. Claims payments fluctuate depending on year of settlement, rather than occurrence of the claim, so payments may be made in excess of a current year's expected claims costs. In addition, actuarial estimates of total liability may vary substantially from year to year, depending on claims history, population changes, legislation, and other factors.