

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

TUESDAY

APRIL 17, 2018

8:30 A.M.

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

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

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

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

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

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

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

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

Santa Rosa City Bus: Rt. 14

Golden Gate Transit: Rt. 80

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APPROVAL OF THE CONSENT CALENDAR

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

PUBLIC COMMENT

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

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

I. APPROVAL OF THE AGENDA

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

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

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

III. CONSENT CALENDAR

SONOMA COUNTY WATER AGENCY

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

1. California Coastal Salmonid Population Monitoring in the Russian River (2019):
 - A) Adopt a resolution authorizing the General Manager or his designee to execute a grant agreement with the California Department of Fish and Wildlife to receive \$1,752,222 to assist in the funding of the California Coastal Salmonid Population Monitoring program in the Russian River watershed.
 - B) Authorize the General Manager or designee to negotiate and execute a grant sub-recipient funding agreement, in a form approved by County Counsel, between the Sonoma County Water Agency and the Regents of the University of California in an amount not to exceed \$790,000 (\$735,000 grant funds and \$55,000 Water Agency funds) for assistance by the University of California in the California Coastal Salmonid Population Monitoring in the Russian River (2019) project.
(Fifth District)

2. Russian River Habitat Focus Area Grant:
 - A) Authorize the Sonoma County Water Agency's General Manager or designee to accept FY 2017-2018 grant funds from the National Oceanic and Atmospheric Administration (\$159,861) for projects to improve and monitor fish habitat in the Russian River and its tributaries.
 - B) Authorize the Sonoma County Water Agency's General Manager or designee to execute new agreements for hydrographic survey services (not to exceed \$90,000) and laboratory services (not to exceed \$150,000), following federally compliant competitive selection processes and in a form approved by County Counsel.
 - C) Adopt a resolution authorizing adjustments to the Water Agency's Fiscal Year 2017/2018 adopted budget for the Water Agency General Fund and Russian River Projects Fund, each in the amount of \$159,861 for the Planning for Habitat and Fisheries Enhancement and Reliability in the Russian River Habitat Focus Area.

(4/5th Vote Required)

3. Forestville Water District Wastewater Facilities Maintenance Services:
 - A) Authorize Water Agency's General Manager to execute an agreement with Forestville Water District for wastewater facility maintenance services to Forestville Water District through April 24, 2023, in an amount not to exceed \$250,000.
 - B) Consistent with other agreements, authorize the General Manager to terminate the agreement. (Fifth District)

4. Small Community Wastewater Grant Fund Applications:
 - A) Adopt a Resolution approving the filing of grant applications to State Water Resources Control Board for the Monte Rio and Villa Grande Sewage Project and taking related actions. (The first application will be for a Feasibility Study in the amount of \$500,000.)
 - B) Adopt a Resolution approving the filing of grant applications to State Water Resources Control Board for the Camp Meeker and Northwood Sewage Project and taking related actions. (The first application will be for a Feasibility Study in the amount of \$500,000.)
 - C) Adopt a Resolution Authorizing Adjustments to the Board Adopted Budget for Fiscal Year 2017-2018 for the Water Agency General Fund in the Amount of \$10,000.

(4/5th Vote Required)(Fifth District)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

5. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District (District) to execute first amendment agreements to eight existing As-Needed Maintenance and Repair Service Agreements extending the term for each agreement to March 31, 2021 and adding in aggregate \$450,000 for a total contract amount of \$1,050,000 as follows:
- A) First amendment agreement with Bohan & Canelis General Engineering, Inc. in an amount not-to-exceed \$50,000, resulting in a total contract amount of \$75,000;
 - B) First amendment agreement with Campbell Grading, Inc. in an amount not-to-exceed \$25,000, resulting in a total contract amount of \$75,000;
 - C) First amendment agreement with Hanford Applied Restoration & Conservation in an amount not-to-exceed \$75,000, resulting in a total contract amount of \$125,000;
 - D) First amendment agreement with Pacific Watershed Associates, Inc. in an amount not-to-exceed \$100,000, resulting in a total contract amount of \$150,000;
 - E) First amendment agreement with Prunuske Chatham, Inc. in an amount not-to-exceed \$100,000, resulting in a total contract amount of \$200,000;
 - F) First amendment agreement with Rob Evans in an amount not-to-exceed \$25,000, resulting in a total contract amount of \$150,000;
 - G) First amendment agreement with Sonoma County Regional Parks in an amount not-to-exceed \$50,000, resulting in a total contract amount of \$200,000;
 - H) First amendment agreement with Sonoma Ecology Center in an amount not-to-exceed \$25,000, resulting in a total contract amount of \$50,000.

COUNTY ADMINISTRATOR/FIRE AND EMERGENCY SERVICES

6. Extend Proclamation of Local Emergency Due to Sonoma Complex Fire:
Adopt a Resolution Extending the Proclamation of Local Emergency Issued on October 9, 2017, for another 30 Days Due to Damage Arising from the Complex Fire and Concurrently Extending the Provisions of California Penal Code Section 396 Prohibiting Price Gouging in Times of Emergency for Another 30 Days. (4/5th Vote Required)

COUNTY CLERK-RECORDER-ASSESSOR

7. Consolidation of Elections to be held with the June 5, 2018, Statewide Primary Election:
Adopt the resolution authorizing consolidation for all jurisdictions that have submitted requests for consolidation of election with the June 5, 2018, Statewide Primary Election, as required by the Elections Code §10400.

GENERAL SERVICES/HEALTH SERVICES

8. New Lease for the Department of Health Services at 1450 Neotomas Avenue, Santa Rosa:
- A) Authorize the Board Clerk to publish notice declaring the intent of the Board of Supervisors to execute a lease with Cornerstone Properties II S, LLC as Landlord, for Premises at 1450 Neotomas Avenue, Santa Rosa, California. Premises will be 28,546 rentable square feet consisting of 27,165 rentable square feet of second floor office space and 1,381 rentable square feet of basement office space. The term will be 10 years commencing January 1, 2019, and continuing through December 31, 2028, with two (2) five-year options to extend the lease term through 2038. Initial monthly rent will be fifty-five thousand forty-three and 25/100 Dollars (\$55,043.25), (\$1.95 per square foot of Rentable Area per month for the second floor portion of the Premises plus \$1.50 per square foot of Rentable Area per month for the basement portion of the Premises), with annual rent escalations of three percent (3%). All tenant improvements to the Premises are to be provided by the landlord at the landlord's sole expense at an estimated cost of approximately \$2,000,000.
 - B) 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 potential execution of the proposed lease and approval by the Board.

HEALTH SERVICES

9. Dental Health Program Agreement Amendment:
Authorize the Director of Health Services to execute the first amendment to an agreement with Sonoma County Indian Health Project to implement the Cavity Free Sonoma Pilot Program, increasing the amount by \$7,819 to reflect increased costs associated with the provision of services, resulting in a new total not-to-exceed amount of \$185,514 through December 31, 2020.
10. Prescription Discount Card Program Agreement:
Authorize the Director of Health Services to execute an agreement with Financial Marketing Concepts, Inc. dba Coast2Coast Rx Discount Card Program for managed pharmacy benefit services and any future amendments that do not significantly change the scope of work.

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

11. Protective Agricultural Easement for 8170 Pillow Road, Sebastopol:
Authorize the Chair of the Board of Supervisors to execute a Grant Deed of Protective Agricultural Easement in connection with a previously approved Lot Line Adjustment between 8170 Pillow Road (APN: 060-221-070), 8090 Pillow Road (APN: 060-221-081), and 8080 Pillow Road (APN: 060-221-082), Sebastopol; LLA16-0030 (Fifth District)
12. Realignment of Highway 1 between Postmile 15.1 to 15.7 at Gleason Beach:
Approve resolution authorizing the California Coastal Commission to consolidate approvals required for this project into a single Coastal Permit to be processed by the Commission. (Fifth District)

REGIONAL PARKS

13. Regional Parks As-Needed Professional Service Agreements – Extensions:
- Authorize Chair to execute a one-year extension for fifty (50) existing As-Needed Professional Service Agreements covering eleven (11) different professional service disciplines. Regional Parks is recommending term extensions for all agreements, and also recommends adding a new “shall not exceed” amount for five (5) of the agreements:
- Authorize Chair to execute a one-year extension for fifty (50) existing As-Needed Professional Service Agreements covering eleven (11) different professional service disciplines. Regional Parks is recommending term extensions for all agreements, and also recommends adding a new “shall not exceed” amount for five (5) of the agreements:
- A) Appraisal and Acquisition: Associated Right of Way Services, Inc., Ward Levy Appraisal Group, Inc. (add \$15,000 to the “shall not exceed” amount for a new total contract amount of \$40,000), and Kathy Wood & Associates;
 - B) Architectural and Access Compliance: Glass Architects, RossDrulisCusenbery Architecture, Inc., and STRATAap, Inc.;
 - C) Biological Resources: Environmental Science Associates (ESA), LSA Associates, Inc., Californian Environmental Services, Inc., Sonoma Ecology Center (add \$50,000 to the “shall not exceed” amount for a new total contract amount of \$150,000), Triple HS, Inc., dba H.T. Harvey & Associates, and WRA, Inc. (add \$100,000 to the “shall not exceed” amount for a new total contract amount of \$200,000);
 - D) Civil & Bio-Engineering: BKF Engineers (add \$150,000 to the “shall not exceed” amount for a new total contract amount of \$550,000) , Brelje & Race Consulting Engineers, Coastland Civil Engineering, Inc., EBA Engineering, Environmental Science Associates, Green Valley Consulting Engineers, Inc. (add \$150,000 to the “shall not exceed” amount for a new total contract amount of \$550,000) , Prunuske Chatham, Inc., and Questa Engineering Corporation;
 - E) Civil Engineering - Boat Launch and Marinas: CLE Engineering, Inc., COWI, Inc., Moffatt & Nichol, and Noble Consultants, Inc.;
 - F) Cultural Resources: Alta Archaeological Consulting, LLC, Environmental Science Associates (ESA), Garcia and Associates, and Tom Origer & Associates;
 - G) Environmental and Regulatory Processing: Analytical Environmental Services, Environmental Science Associates (ESA) (add \$100,000 to the “shall not exceed” amount for a new total contract amount of \$200,000), LSA Associates, Inc., Prunuske Chatham, Inc., and Questa Engineering Corporation;
 - H) Environmental Site Assessment: Analytical Environmental Services, EBA Engineering, Environmental Geology Services, Inc., Harris & Lee Environmental Sciences; and West Yost Associates, Inc.;
 - I) Geotechnical Engineering: Brunsing Associates, Inc., Kleinfelder, Inc. (add \$50,000 to the “shall not exceed” amount for a new total contract amount of \$150,000), LACO Associates, Inc., Miller Pacific Engineering Group, and PJC & Associates, Inc.;
 - J) Land Surveying: BKF Engineers, Carlile Macy, Inc., Cinquini & Passarino, Inc., Susan D. Ruschmeyer, dba Pacific Land Surveys, and Ray Carlson & Associates, Inc.;
 - K) Traffic Engineering: TJKM Transportation Consultants, and Whitlock & Weinberger Transportation, Inc.

SHERIFF'S OFFICE

14. Inmate Housing Agreements:
Authorize the Sheriff to execute out of county inmate housing agreements. Such agreements will have a term between April 17, 2018 and March 31, 2021, for a cost of approximately \$173.50 per inmate, per day.

15. Surrendered and Abandoned Vessel Exchange (SAVE) Grant:
Adopt a resolution authorizing the Sheriff to execute the California Department of Parks and Recreation, Division of Boating and Waterways, Surrendered and Abandoned Vessel Exchange (SAVE) grant agreement providing funding in the amount of \$14,900 to the Sheriff's Office Marine Unit to dispose of surrendered and abandoned boats through March 1, 2019. The grant promotes navigational and environmental safety on Sonoma County's waterways by removing, reducing, and preventing abandoned recreational vessels and marine debris.

TRANSPORTATION AND PUBLIC WORKS

16. Resolution for list of SB1 Projects for Fiscal Year 2018-19:
Adopt a resolution that identifies and adopts the list of local streets and road projects proposed to be funded using Senate Bill 1, The Road Repair and Accountability Act, funding in Fiscal Year 18-19, as required by the California Transportation Commission.

17. FY 2017-18 Low Carbon Transit Operations Program:
 - A) Adopt a resolution agreeing to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for the Low-Carbon Transit Operations Program, and authorizing application for FY 2017-18 Low-Carbon Transit Operations Program funds in the amount of \$373,545 to support the purchase of one 30-foot electric-powered bus.
 - B) Authorize the Director of Transportation and Public Works to execute all required actions and documents, including any amendments thereto, with the California Department of Transportation (Caltrans) as required for FY 2017-18 LCTOP funding.
 - C) Authorize the Chair to execute the Authorized Agent Form required under the Low Carbon Transit Operations program.

PRESENTATIONS/GOLD RESOLUTIONS

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

18. Adopt a Gold Resolution proclaiming the fourth Friday in April as Children's Memorial Flag Day throughout Sonoma County in memory of children who have died by violence. (Fourth District)
19. Adopt a Gold Resolution recognizing ImprovingBirth.org and the March for Moms Rally to Improve Birth International movement to bring evidence-based care and promote respect for women and their decisions in childbirth. (First District)

PRESENTATIONS ON A DIFFERENT DATE

20. Adopt a Gold Resolution designating the month of April 2018 as Child Abuse Prevention Month in Sonoma County. (Human Services)
21. Adopt a resolution establishing the Carroll L. Estes Older Adults Advocacy Award and awarding it to Carroll L. Estes. (Human Services)
22. Adopt a resolution for National Volunteer Week recognizing approximately 3,000 volunteers who served the County in 2017. (Human Resources)

IV. REGULAR CALENDAR

BOARD OF SUPERVISORS
AND
COMMUNITY DEVELOPMENT COMMISSION
(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)

23. **9:00 A.M.** - Housing Recovery Bond:
Approve a Minute Order Resolution directing the County Administrator's Office, the Community Development Commission, the Auditor Controller Treasurer Tax Collector, and County Counsel, to evaluate the County resources and processes necessary to access the feasibility of a county-wide General Obligation Housing Recovery Bond ballot measure.

HUMAN RESOURCES
AND
COMMUNITY DEVELOPMENT COMMISSION
(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)
AND
**SONOMA COUNTY WATER AGENCY/AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT**
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

24. Layoff Mitigation Plan
Approve layoff mitigation strategies.

HUMAN SERVICES

25. New Human Services Funding for Housing and Case Management Services:
A) Accept Housing and Disability Advocacy Program (HDAP) grant funding of \$742,846 through June 2020 and authorize a Human Services Department program to assist homeless individuals to find stable housing while applying for disability benefits.
B) Accept California Department of Healthcare Services funding of \$3.1 million over a 5 year period and accept new revenue for the Home and Community Based Alternatives (HCBA) program serving medically frail individuals.
C) Accept California Office of Emergency Services (CalOES) Victims of Crime Act (VOCA) grant funding of \$595,000 over a 2-year period to establish emergency shelter and emergency housing assistance resources and specialized services for elder abuse victims.

26. Human Services Department Positions Allocation Additions and Changes; Budget Adjustments; and Authorization to Implement Layoff Proceedings:
- A) Adopt a budgetary resolution authorizing adjustments to the Human Services Department FY 17-18 adopted budget due to IHSS appropriations legislative changes, net addition of 9.0 FTE time-limited positions and to allow acceptance of \$3.2 million in new revenue from five sources, \$2.9M from Realignment revenue for In Home Supportive Services (IHSS) Maintenance of Effort increases; \$101K Home and Community Based Alternatives(HCBA) waiver funds; \$60K California Employment Development Department grant; \$83K Housing and Disability Advocacy Program(HDAP) funds; \$97K California Office of Emergency Services Victims of Crime grant.
 - B) Adopt a resolution adjusting position allocations for the Human Services Department:
 - 1) The Adult and Aging Division, due to new grant funding from the California Housing and Disability Advocacy program; California Office of Emergency Services Victims of Crime grant and Home and Community Based Alternatives waiver program, will add 1.0 FTE time-limited Social Service Worker IV position to 06/30/20; extend 1.0 FTE time-limited Social Service Worker IV position to 9/30/19, add 3.0 FTE time-limited Social Service Worker IV to 4/16/23, add time-limited 1.0 FTE Social Service Supervisor II to 4/16/23, and add time-limited 1.0 FTE Account Clerk II to 4/16/23;
 - 2) The Employment and Training Division, due to new grant funding from the California Employment Development Department, will add 3.0 FTE time-limited Employment and Training Counselor II to 6/30/2019;
 - 3) The Planning Research Evaluation and Engagement Division will extend 1.0 FTE time-limited Administrative Aide position to 06/30/19 to continue supporting the Road to Early Achievement and Development of Youth program due to additional First 5 funding;
 - 4) The Economic Assistance division will delete 1.0 FTE Administrative Services Officer I and add 1.0 FTE Program Development Manager to address job classification and span of control issues.
 - C) Authorize the Human Services Department, in coordination with and oversight by the Human Resources Department, to administer layoff proceedings and to mitigate layoffs to the extent possible in accordance with Civil Service Rule 11: Layoffs.
(4/5th Vote Required)

V. PUBLIC COMMENT ON CLOSED SESSION ITEMS

VI. CLOSED SESSION CALENDAR

27. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Potential initiation of litigation pursuant to Government Code section 54956.9(d)(4). 1 case.
28. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Possible initiation of litigation pursuant to Government Code section 54956.9(d)(4). 1 Case.

29. The Board of Supervisors, the Board of Directors of the Water Agency, the Board Commissioners of the Community Development Commission, and the Board of Directors of The Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiators: Christina Cramer/Carol Allen, County of Sonoma, and Rick Bolanos/Heather Coffman, Liebert Cassidy & Whitmore. Employee Organizations: All. Unrepresented employees: All, including retired employees. (Government Code section 54957.6).

VII. REGULAR AFTERNOON CALENDAR

30. **RECONVENE FROM CLOSED SESSION**

31. **REPORT ON CLOSED SESSION**

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

HUMAN SERVICES

32. **1:30 P.M.** - Child Care Planning Council of Sonoma County Individualized Child Care Subsidy Plan:
Conduct a public hearing and approve Sonoma County Individualized Child Care Subsidy Plan, which will allow use of California's child care subsidy funds for the benefit of working families who cannot afford fee-based child care but earn too much to qualify for subsidized services.

PERMIT AND RESOURCE MANAGEMENT

33. **1:40 P.M.** - Appeal of the Board of Zoning Adjustments decision to approve a Use Permit for a setback reduction in the DA (Diverse Agriculture) zoning district; located at 8398 Bodega Highway, Sebastopol, APN 077-160-001; UPE15-0062; Beverly Beaver Rudolph applicant and appellant:
Determine that the project is exempt from the California Environmental Quality Act, deny the appeal of Use Permit Conditions and revoke the Use Permit for noncompliance with conditions approved by the Board of Zoning Adjustments. Denial of the appeal and revocation of the Use Permit will close the Use Permit application and will allow Code Enforcement action to proceed. (Fifth District)

SONOMA COUNTY WATER AGENCY

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

34. Water Rates for Fiscal Year 2018-2019:
Adopt a Resolution establishing Rates and Charges for the Sonoma County Water Agency's Water Transmission System for Fiscal Year 2018-2019.

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

35. 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>)

36. **ADJOURNMENT**

NOTE:

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

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

May 8, 2018 - Consolidated Fee Hearings

May 8, 2018 – Sonoma County Tourism – Annual Report



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Gregg Horton 707-547-1907

Supervisorial District(s):

Fifth

Title: California Coastal Salmonid Population Monitoring in the Russian River (2019)

Recommended Actions:

- a) Adopt a resolution authorizing the General Manager or his designee to execute a grant agreement with the California Department of Fish and Wildlife to receive \$1,752,222 to assist in the funding of the California Coastal Salmonid Population Monitoring program in the Russian River watershed.
- b) Authorize the General Manager or designee to negotiate and execute a grant sub-recipient funding agreement, in a form approved by County Counsel, between the Sonoma County Water Agency and the Regents of the University of California in an amount not to exceed \$790,000 (\$735,000 grant funds and \$55,000 Water Agency funds) for assistance by the University of California in the California Coastal Salmonid Population Monitoring in the Russian River (2019) project.

Executive Summary:

The Sonoma County Water Agency (Water Agency) has been awarded a \$1,752,222 California Department of Fish and Wildlife grant to continue a fish monitoring program aimed at aiding in the recovery of endangered or threatened salmon and steelhead in the Russian River watershed. The Water Agency's program is part of the California Coastal Monitoring Program that monitors salmon and steelhead in coastal California rivers. The Water Agency and its partner, Regents of the University of California Cooperative Extension – Sea Grant (Sea Grant), have participated in the grant program since 2013.

This agenda item requests that Water Agency's Board of Directors (Board) adopt a resolution (as required by the terms of the grant) authorizing the General Manager to execute the grant agreement with the State of California. It also requests that the Board authorize the General Manager to negotiate and execute a grant sub-recipient agreement, in a form approved by County Counsel, with Sea Grant to pass through grant funds for their work on the project.

Discussion:

The California Coastal Monitoring Plan, led by the California Department of Fish and Wildlife and National Oceanic and Atmospheric Administration Fisheries, is a comprehensive program that attempts to measure

California's salmon and steelhead populations, utilizing statistically rigorous modeling in combination with a variety of in-river sampling and survey methods. The program encompasses coastal watersheds along California's entire coastline, including San Francisco and Humboldt Bay tributaries.

Since 1999 and 2004 respectively, the Water Agency and Sea Grant have been collecting data on fish populations in the Russian River basin. The Water Agency has a long history of developing, funding, and implementing fisheries habitat enhancement and fish population monitoring programs in the Russian River watershed. The collaboration of the Water Agency and Sea Grant has resulted in a substantial fish monitoring infrastructure that includes downstream migrant traps and other fish detection/counting systems at dozens of sites on several streams. Our breadth of experience in implementing and operating these systems has allowed us to succeed in efficiently meeting the objectives of the California Coastal Salmonid Population Monitoring Plan while simultaneously informing other important fisheries monitoring efforts in the watershed.

Both the California Department of Fish and Wildlife and the National Oceanic and Atmospheric Administration have validated and supported the efforts of the Water Agency and Sea Grant since 2013 by awarding three separate competitive grants for the program, with \$2,617,138 in awards from the California Department of Fish and Wildlife's Fisheries Restoration Grant Program, and \$460,998 from the National Oceanic and Atmospheric Administration's award to the Russian River Habitat Planning, Restoration, and Coordination Program (a total of \$3,078,136 in grant awards).

In March 2017, the Water Agency submitted a proposal to the State of California Fisheries Restoration Grant Program to continue the fisheries population monitoring project. In February 2018, the Department of Fish and Wildlife notified the Water Agency that the project had been awarded a grant of \$1,752,222.

The grant will allow the Water Agency and Sea Grant to continue to collect salmonid life cycle monitoring data in the Dry Creek sub-basin and in the mainstem Russian River for three years. This data will allow population abundance estimates at the start-point of marine rearing (smolts) and the end-point of marine rearing (adult returns) so that trends in marine survival (i.e., smolt to adult) can be inferred. Additional life cycle monitoring data from spawner surveys will provide information on the number of adults of each species in the mainstem Dry Creek and its tributaries.

Implementation of the Coastal Monitoring Program enhances the Water Agency's ability to manage reservoir releases, river flow, and habitat conditions to improve threatened and endangered salmonid populations in the Russian River watershed. By greatly expanding the geographic scope of fisheries monitoring efforts in the watershed and improving the ability to detect trends in fish populations, the Coastal Monitoring Program will help the Water Agency measure the benefits of substantial investments in Dry Creek habitat enhancement; fish passage improvements at Mirabel and Healdsburg Dams; performance of the Russian River coho salmon conservation hatchery; and changes in reservoir releases from Lakes Mendocino and Sonoma.

Total cost for continuing the program for three years is \$3,359,500; the grant amount is \$1,752,222 and the Water Agency's cost share is \$1,607,278. Cost share will be derived by leveraging activities under existing fisheries programs such as Dry Creek, Russian River Estuary, and Mirabel Dam monitoring, and are budgeted in the Warm Springs Dam fund.

Prior to executing the grant agreement, the California Department of Fish and Wildlife requires a resolution from the Water Agency's Board approving the project and authorizing execution of the grant agreement and other necessary actions. Because of the timing of this requirement, staff also requests authority for the General Manager or designee to execute a grant sub-recipient funding agreement between the Water Agency and the Regents of the University of California to pass through funds to Sea Grant.

After execution of the grant agreement, the grant sub-recipient funding agreement with the Regents of the University of California will be negotiated and executed in a form approved by County Counsel. The scope of work will be based upon the tasks and activities described in the grant agreement. The Water Agency will then commence project management and monitoring coordination activities.

Prior Board Actions:

- 05/19/2015: Resolution 15-0210 authorizing the General Manager execute a grant agreement with California Department of Fisheries and Wildlife for \$1,790,861 in support of the California Coastal Monitoring Program in the Russian River Watershed; and authorizing the General Manager to execute an agreement with Regents of University of California for assistance in the Russian River Watershed Fisheries Monitoring Project.
- 04/07/2015: Board Action authorizing the General Manager to execute an amendment to the agreement with Regents of the University of California for assistance in the Russian River Watershed Fisheries Monitoring Program, increasing the amount by \$61,355 to reflect Year 1 funding from a National Oceanic and Atmospheric Administration grant for the FY 2014-2015 Russian River Habitat Planning, Restoration, and Coordination Program.
- 09/16/2014: Board Action authorizing the General Manager to execute a grant agreement with the National Oceanic and Atmospheric Administration for the FY 2014-2015 Russian River Habitat Planning, Restoration, and Coordination Program (\$690,000 grant amount; with \$137,000 allotted to this project).
- 05/14/2013: Resolution 13-0196 authorizing the General Manager execute a grant agreement with California Department of Fisheries and Wildlife for \$826,277 in support of the California Coastal Monitoring Program in the Russian River Watershed; and authorizing the General Manager to execute an agreement with Regents of University of California for assistance in the Russian River Watershed Fisheries - Monitoring Project.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Implementation of the Coastal Monitoring Program enhances the Water Agency's ability to manage reservoir releases, river flow, and habitat conditions to improve threatened and endangered salmonid populations in the Russian River watershed. This program also allows the Water Agency to effectively manage the water resources in our care for the benefit of people and the environment through resource and environmental stewardship.

Water Agency Goal: Climate Change, Goal 1: Continuing improving our ability to respond and adapt to climate change.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		\$230,000	\$1,258,881
Additional Appropriation Requested			
Total Expenditures		\$230,000	\$1,258,881
Funding Sources			
General Fund/WA GF			
State/Federal		\$185,000	\$656,146
Fees/Other		\$45,000	\$602,735
Use of Fund Balance			
Contingencies			
Total Sources		\$230,000	\$1,258,881
Narrative Explanation of Fiscal Impacts:			
<p>\$230,000 will be appropriated in FY 2018/2019 from the Warm Springs Dam Fund. Appropriations of \$1,258,881, \$1,258,881, and \$611,738 will be budgeted in FY 2019/2020, FY 2020/2021, and FY 2021/2022 respectively. Remaining grant revenue of \$656,146, \$656,146, and \$254,930 will be budgeted in FY 2019/2020, FY 2020/2021, and FY 2021/2022 respectively.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution			
Related Items “On File” with the Clerk of the Board:			
Grant Agreement (Draft)			

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CF/0-0-1 General Manager and Chief Engineer Authorization Resolutions (ID 32)
 CF/45-11-20 California Department of Fish and Wildlife (Grant Agree for Russian River Coastal Monitoring Program) FP-00180 (ID 6943)

Date: April 17, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency, State Of California, Authorizing The General Manager To Execute A Grant Agreement For \$1,752,222 With The State Of California For The California Coastal Salmonid Population Monitoring In The Russian River Watershed Project; To Prepare The Necessary Data, Conduct Investigations, Execute And Submit All Documents Which May Be Necessary Under The Grant Program; To Execute And Submit Any Further Agreements And Amendments Necessary Under The Grant Program, Provided They Have No Cost To The Sonoma County Water Agency And Do Not Substantially Change The Project.

Whereas, the California Coastal Salmonid Population Monitoring Plan describes an overall strategy, design, and methods for collecting standardized data on salmonid populations, and states that there is an immediate need to provide monitoring data on the salmonid population in order to measure progress toward recovery; and

Whereas, the California Department of Fish and Wildlife and National Oceanic and Atmospheric Administration's National Marine Fisheries Service are conducting a large scale monitoring project to improve understanding of coastal salmonid populations in California; and

Whereas, the Sonoma County Water Agency (Water Agency) has been collecting data from fish populations in the Russian River Basin since 1999; and

Whereas, the California Department of Fish and Wildlife through its 2017 Fisheries Restoration Grant Program solicited proposals that address fish population monitoring; and

Whereas, on March 16, 2017, the Water Agency submitted a grant application requesting funding to continue to implement monitoring in the Russian River Watershed to measure progress toward recovery for anadromous salmonids (Project); and

Whereas, in February 2018 the California Department of Fish and Wildlife notified

Resolution #

Date:

Page 2

the Water Agency that it will award \$1,752,222 to the Project; and

Whereas, the Water Agency desires to enter into an agreement with the State of California to receive the grant funds and carry out the Project.

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

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

Directors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 17, 2018

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Joan Hultberg, 707-547-1902

Supervisorial District(s):

Title: Russian River Habitat Focus Area Grant

Recommended Actions:

- a) Authorize the Sonoma County Water Agency's General Manager or designee to accept FY 2017-2018 grant funds from the National Oceanic and Atmospheric Administration (\$159,861) for projects to improve and monitor fish habitat in the Russian River and its tributaries.
- b) Authorize the Sonoma County Water Agency's General Manager or designee to execute new agreements for hydrographic survey services (not to exceed \$90,000) and laboratory services (not to exceed \$150,000), following federally compliant competitive selection processes and in a form approved by County Counsel.
- c) Adopt a resolution authorizing adjustments to the Water Agency's Fiscal Year 2017/2018 adopted budget for the Water Agency General Fund and Russian River Projects Fund, each in the amount of \$159,861 for the Planning for Habitat and Fisheries Enhancement and Reliability in the Russian River Habitat Focus Area.

Executive Summary:

The National Oceanic and Atmospheric Administration (NOAA) has awarded a three year grant to support the Sonoma County Water Agency's (Water Agency) "Planning for Habitat and Fisheries Enhancement and Reliability in the Russian River Habitat Focus Area" proposal. The Water Agency and NOAA, along with active partners, will carry on its successful local, state, and federal collaborations in the Russian River Habitat Focus Area by continuing work in the Russian River Estuary and Lake Mendocino Reservoir/Upper Russian River. This work will further address the needs of listed salmonid species and their habitats, while continuing to increase community resilience to climate-related impacts in the Russian River watershed. The grant funds will offset already programmed costs related to ongoing studies and modeling in these areas.

Discussion:

A three-year grant from NOAA will provide funds for the Water Agency to continue exploring ways to support enhancement and reliability for salmonid habitat and fisheries in the Russian River watershed.

The Water Agency and NOAA, along with other partners, propose to carry on the successful local, state, and federal collaborations in the Russian River Habitat Focus Area by continuing work in the Russian River Estuary and Lake Mendocino/Upper Russian River. These successful collaborations include the Integrated Water Resources Science and Services program, which selected the Russian River Watershed as a pilot site in 2014. The Integrated Water Resources Science and Services program includes local, state, and federal partners, and identified Forecast Informed Reservoir Operations (FIRO) as a priority for this area.

The Russian River watershed encompasses 1,485 square miles in Mendocino and Sonoma counties, and is home to endangered coho salmon, and threatened Chinook salmon and steelhead. Water extraction from the river and tributaries and flood risk management can impact habitats for listed salmonid species. In addition, changing storm conditions, flooding, drought, and sea level rise are of concern to river and estuary residents and recreational users.

The Water Agency's projects will build off of successful efforts in the Russian River Estuary and Lake Mendocino that were funded by NOAA in fiscal years 2014 through 2017 under the Russian River Habitat Blueprint grant (Blueprint Grant). These projects, the Estuary Water Quality, Phase II Project and the FIRO for Lake Mendocino Water Quality Project, will further address the needs of listed salmonid species and their habitats, while continuing to increase community resilience to climate-related impacts in the Russian River watershed.

Grant funding for year one (September 1, 2017 to August 31, 2018) of the Russian River Habitat Focus Area grant is dedicated to the FIRO Water Quality Project.

The operation of Lake Mendocino is critical for managing flows and water quality in the Russian River, which impacts listed salmonids. Using weather forecasts to inform operations, known as FIRO, shows promise for improving Lake Mendocino water supply reliability. Such efforts were the focus of the Blueprint Grant's Forecast Informed Reservoir Operations project, led by the Water Agency with state, federal, and academic partners. Preliminary analysis indicates that FIRO has the potential to provide both significant water quality and water supply reliability benefits, but partners lack the necessary data and modeling tools to conduct this analysis. This project will advance the understanding of how in-stream and in-reservoir water quality conditions would respond to FIRO. Addressing this critical information gap will make progress towards the long-term ecological goal of improving stream-flow reliability for target listed fish species, and community resiliency to flooding and drought.

Year one will include the following activities:

- a) Conduct federally compliant competitive selections for three professional services agreements and enter into contracts (see descriptions of agreements below).
- b) Purchase and install new water quality monitoring equipment (approximately \$60,000); begin sampling program.
- c) Refine existing Sonoma County Water Agency hydrologic model to include reaches downstream of Lake Mendocino to the United States Geological Survey's Healdsburg gaging station. This work includes simulation of reservoir storage levels, river flows, and water quality conditions on an hourly basis, as well as the effect of channel storage (that is, water held in a river or stream channel) on stream flow.

Professional Services Agreements to be Solicited and Executed in Year One

- a) Contract with a qualified hydrologic modeling consultant, following a federally compliant competitive selection process. Consultant will improve modeling simulations. (Term of agreement is 2 years; amount not to exceed \$40,000.)
- b) Contract with a qualified hydrographic survey consultant, following a federally compliant competitive selection process. Consultant will complete a hydrographic survey of Lake Mendocino. (Term of the agreement is one year; amount not to exceed \$90,000).
- c) Contract with a qualified laboratory to perform extensive water quality testing, following a federally compliant competitive selection process. (Term of the agreement is three years; amount not to exceed \$150,000.)

HISTORY OF ITEM/BACKGROUND

NOAA dedicated California's Russian River watershed as its first Habitat Focus Area in in 2013. The Russian River Habitat Blueprint program provides a framework for NOAA to effectively improve habitats for fisheries, marine life, and coastal communities by leveraging internal (NOAA) and external (partner) collaborations in the Russian River watershed.

In 2014, the Water Agency submitted a proposal titled "Russian River Habitat Planning, Restoration and Conservation" to NOAA's Habitat Blueprint program in coordination with NOAA and over 25 partners. The Water Agency was awarded a three-year grant to support a variety of projects in the watershed. In addition to being a Habitat Blueprint program partner, the Water Agency acted as the administrator for the grant and passed through funds to partners of sponsored projects.

The new Russian River Habitat Focus Area grant will continue studies on high priority issues in the Russian River watershed. The grant funds will offset already programmed costs related to ongoing studies and modeling in these areas. In year one, total project costs are anticipated to be \$726,964, with \$159,861 provided by NOAA grant funds and \$567,103 in Water Agency matching costs. The matching costs will be leveraged as follows:

- a) Existing contract with United States Geological Survey to monitor flow and water quality at eight sites along the upper Russian River: \$207,058; and lab costs associated with water quality testing under this contract: \$6,600; for a total of \$213,658.
- b) Water Agency staff costs of \$353,445 (including overhead and fringe benefits): these costs are currently programmed under following funds: Russian River Projects, Watershed Planning/Restoration, and Warm Springs Dam.

The grant agreement covers activities rendered from September 1, 2017 to August 31, 2018.

Federal funds are appropriated annually by Congress, and each year NOAA allocates the appropriation as it sees fit across its sponsored projects. Estimated budgets of year two and year three activities are \$919,289 in fiscal year 2018/2019, and \$857,609 in fiscal year 2019/2020. The total estimated project cost over three years is anticipated to be \$2,503,862 (\$480,891 to be reimbursed with grant funds and \$2,022,971 in match costs). The three year grant period will end on August 31, 2020.

RECOMMENDATION

Water Agency staff recommends that the Water Agency’s Board of Directors (Board):

- a) Authorize the Sonoma County Water Agency’s General Manager or designee to accept FY 2017-2018 grant funds from the National Oceanic and Atmospheric Administration (\$159,861) for projects to improve and monitor fish habitat in the Russian River and its tributaries.
- b) Authorize the Sonoma County Water Agency’s General Manager or designee to execute new agreements for hydrographic survey services (not to exceed \$90,000) and laboratory services (not to exceed 150,000), following federally compliant competitive selection processes and in a form approved by County Counsel.
- c) Adopt a resolution authorizing adjustments to the Water Agency’s Fiscal Year 2017/2018 adopted budget for the Water Agency General Fund and Russian River Projects Fund, each in the amount of \$159,861 for the Planning for Habitat and Fisheries Enhancement and Reliability in the Russian River Habitat Focus Area.

STEPS FOLLOWING APPROVAL

Water Agency Staff will return to this Board for authorization to accept future grant funds as they are awarded.

Prior Board Actions:

- 10/04/2016: Authorized the Water Agency's General Manager to accept FY 2016-2017 grant funds from NOAA, and to execute various agreements related to the Program.
- 02/09/2016: Authorized the Water Agency's General Manager to accept FY 2015-2016 grant funds from NOAA, and to execute various agreements related to the Program.
- 09/16/2014: Authorized the Water Agency's General Manager to accept grant funding from NOAA for the FY 2014-2015 Russian River Habitat Planning, Restoration, and Coordination Program and to execute various agreements related to the program.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Water Agency Strategic Plan Alignment

Climate Change, Goal 1: Continuing improving our ability to respond and adapt to climate change.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	407,242	919,289	857,609
Additional Appropriation Requested	319,722		
Total Expenditures	726,964	919,289	857,609
Funding Sources			
General Fund/WA GF	159,861		
State/Federal	159,861	206,862	114,168
Fees/Other	407,242	712,427	743,441
Use of Fund Balance			
Contingencies			
Total Sources	726,964	919,289	857,609
Narrative Explanation of Fiscal Impacts:			
<p>Budgeted amount of \$407,242 is available from FY 2017/2018 appropriations for the Russian River Projects fund. Additional appropriations of \$159,861 in FY 2017/2018 are required to process this expense. A budgetary resolution has been submitted with this item. These appropriations are offset by \$159,861 in NOAA grant funds and \$159,861 in Water Agency General Fund fund balance.</p> <p>FY 2018/2019 and FY 2019/2020 appropriations will be budgeted in those fiscal years.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution			
Related Items "On File" with the Clerk of the Board:			

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Grant_summ.docm

CF/45-11-21 National Oceanic and Atmospheric Administration (NOAA)
(Grant Agree for Russian River Habitat Focus Area Project) FP-00175 (ID
6944)

Date: April 17, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency Authorizing Adjustments to the Board Adopted Budget for Fiscal Year 2017-2018 for the Sonoma County Water Agency General Fund and Russian River Projects Fund, each in the Amount of \$159,861 Russian River Habitat Focus Area FIRO Water Quality Project

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

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

Whereas, the Water Agency desires to adjust the Fiscal Year 2017-2018 Adopted Budget for the Russian River Projects in the amount of \$319,722 for the Russian River Habitat Focus Area FIRO Water Quality Project; and

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

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

Fiscal Year 2017-2018 Expenditures		Amount
14015-33010100	General Fund	
57012	Transfers Out - between Governmental Funds	159,861
44105-33030300	Russian River Projects Fund	
51803	Other Contract Services	159,861
Total Expenditures		319,722
Fiscal Year 2017-2018 Funding Sources		
44105-33030300	Russian River Projects Fund	
47102	Transfers In - between Governmental Funds	159,861
44105-33030300	Russian River Projects Fund	
	Fund Balance	159,861
Total Funding Sources		319,722

Directors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

David Royall 707-521-1892

Supervisorial District(s):

Fifth

Title: Forestville Water District Wastewater Facilities Maintenance Services

Recommended Actions:

- a) Authorize Water Agency's General Manager to execute an agreement with Forestville Water District for wastewater facility maintenance services to Forestville Water District through April 24, 2023, in an amount not to exceed \$250,000.
- b) Consistent with other agreements, authorize the General Manager to terminate the agreement.

Executive Summary:

Sonoma County Water Agency (Water Agency) will provide maintenance services for the Forestville Water District's (Forestville District) wastewater collection facilities. The maintenance activities will consist of cleaning the collection system; clearing dry weather stoppages in the collection system when requested by the Forestville District; performing investigative services such as videoing the sewer to identify inflow and infiltration; and lift station cleaning. Additionally, the Water Agency will provide commercial and industrial waste services and sewer mapping services when requested by the Forestville District.

Discussion:

HISTORY OF ITEM/BACKGROUND

On July 1, 2004, Forestville County Sanitation District (Former District) was dissolved under a local government reorganization to allow the transfer of ownership and management responsibility from the Former District and Sonoma County Water Agency (Water Agency) to Forestville Water District (Forestville District).

In preparation of the transfer, on June 29, 2004, Forestville District entered into an agreement with Water Agency entitled "Agreement for Transfer of Assets and Liabilities of Forestville County Sanitation District and Operational Assistance During Transition." The purpose of the agreement was to allow the Water Agency to provide operational support services during the transition period and memorialize the transfer of assets and liabilities of the Former District to the Forestville District. The agreement terminated on January 1, 2006.

Upon termination of the agreement to provide operational services during the transition, the Forestville District requested continued assistance. Forestville District had not yet developed the capacity to operate the sanitation enterprise's wastewater treatment facility or maintain the collection system. The Water Agency has entered into subsequent agreements and extensions with the Forestville District since 2006 to continue providing services for the maintenance of the wastewater collection and treatment facilities. The most recent agreement will expire on April 23, 2018.

The Forestville District has again requested that the Water Agency continue to provide maintenance services for its wastewater collection system and treatment facilities. The Forestville District has explored options for these services, including employing a private contractor and has concluded that, because of the Water Agency's history and knowledge of the system, along with the proximity to the Russian River County Sanitation District, which Water Agency owns and operates, that it would be more efficient and cost effective for the Water Agency to provide these services.

The Water Agency will benefit from this agreement, as the Water Agency will receive additional revenue to offset maintenance costs of equipment. The Forestville District will benefit from the flexibility and cost savings realized by having the Water Agency perform the proposed maintenance activities. The Water Agency will be fully reimbursed for all work performed under this agreement.

SERVICES TO BE PERFORMED

Under the proposed agreement, the Water Agency will provide maintenance services for the Forestville District's wastewater collection facilities. The maintenance activities will consist of cleaning the system's known hot spots quarterly and at a rate resulting in the cleaning of the entire collection system every three years; clearing dry weather stoppages in the collection system when requested by the Forestville District; performing investigative services such as videoing the sewer to identify inflow and infiltration; and lift station cleaning. Additionally, the Water Agency will provide wastewater treatment plant and lift station maintenance, and provide commercial and industrial waste services and sewer mapping services when requested by the Forestville District.

RECOMMENDATION

Water Agency staff recommends that the Board authorize Water Agency's General Manager to execute an agreement with Forestville Water District for wastewater facility maintenance services (Forestville Water District pays Water Agency) through April 24, 2023 in an amount not to exceed \$250,000. Consistent with other agreements, authorize the General Manager to terminate the agreement.

Prior Board Actions:

- 4/23/2013: Agreement for Forestville Water District Wastewater Facility Maintenance Services
- 8/8/2008: Agreement for Forestville Water District Wastewater Treatment Facility Operations and Maintenance.
- 2/2/2006: Agreement for Forestville Water District Wastewater Treatment Facility Operation and Maintenance Services.
- 6/29/2004: Agreement for Transfer of Assets and Liabilities of Forestville County Sanitation District and Operational Assistance During Transition.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Water Agency will benefit from this Agreement, as the additional revenue from providing these services will help fund extra help personnel employed for peak seasonal activities. Forestville Water District will benefit from the flexibility and cost savings realized by having the Water Agency perform the proposed maintenance activities. This demonstrates good economic stewardship and increased organizational efficiency.

Waste Water Treatment and Water Reuse, Goal 2: Improve the financial health of wastewater treatment and water reuse systems. This agreement will provide revenue for the Water Agency.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$50,000	\$50,000	\$50,000
Additional Appropriation Requested			
Total Expenditures	\$50,000	\$50,000	\$50,000

Funding Sources

General Fund/WA GF	\$0		
State/Federal			
Fees/Other	\$50,000	\$50,000	\$50,000
Use of Fund Balance			
Contingencies			
Total Sources	\$50,000	\$50,000	\$50,000

Narrative Explanation of Fiscal Impacts:

Water Agency will budget as revenue in the general fund \$50,000 per year from Forestville Water District. Per the agreement, Forestville Water District will pay Water Agency up to \$50,000 per year for maintenance services through April 2023, for a total amount not to exceed \$250,000. The Water Agency will invoice Forestville Water District for services rendered. Revenue from this agreement will vary from year to year, dependent upon activities. The past three fiscal years have averaged slightly less than \$10,000 per year.

Staffing Impacts

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

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

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CF/70-702-21 Forestville Water District (Agree for Forestville Water District Wastewater Treatment Facilities Maintenance Services) 17/18-085 (ID 6927)

DRAFT Agreement for Wastewater Facilities Maintenance Services

This agreement (“Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Water Agency”) and **Forestville Water District**, a special district of the State of California (“FWD”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

- A. On July 1, 2004, Forestville County Sanitation District (District) was dissolved under a local government reorganization to allow the transfer of ownership and management responsibility from the District and Water Agency to FWD.
- B. FWD has requested maintenance assistance for the wastewater collection system as well as the treatment facility.
- C. Water Agency has previously provided collection system maintenance services under prior agreements, and will continue to provide said services to FWD under the terms and conditions of this Agreement.

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

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Scope of Work
 - b. Exhibit B: Schedule of Rates

3. SCOPE OF SERVICES

- 3.1. *Water Agency’s Specified Services:* Water Agency shall perform the services described in Exhibit A (Scope of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

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

Water Agency	FWD
Project Manager: David Royall 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-521-1892 Email: David.Royall@scwa.ca.gov	Project Manager: Matt Fronenberger 6530 Mirabel Road Forestville, CA 95436 Phone: 707-887-1551 Email: fwd@sonic.net
Remit payments to:	Remit invoices to:
Justin Adalio Same address as above or Email: justin.adalio@scwa.ca.gov	[Same address as above] [Attn: Accounts Payable] [Add mailing info _____]

4. PAYMENT

- 4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$250,000.
- 4.2. *Method of Payment:* Water Agency shall be paid current weighted labor rates, including overhead, for Water Agency staff performing work under this Agreement plus actual costs of applicable materials. Weighted labor rates as of July 1, 2017, are listed in Exhibit B (Schedule of Rates). Rates are subject to change.
- 4.3. *Invoices:* Water Agency shall submit its bills in arrears on a quarterly basis, based on work completed for the period, in a form approved by FWD. The bills shall show or include:
- a. Water Agency name
 - b. Name of Agreement
 - c. FWD’s Project-Activity Code
 - d. Time in quarter hours devoted to the task
 - e. Time devoted to the task; minimum billing times will not exceed one-tenth of an hour
 - f. List of reimbursable materials and expenses
 - g. Copies of receipts for reimbursable materials and expenses
 - b.

5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

- 5.1. *Term of Agreement:* The term of this Agreement shall be from April 24, 2018 (“Effective Date”) to April 24, 2023, unless terminated earlier in accordance with the provisions of Article 6 (Termination).

5.2. *Commencement of Work:* Water Agency is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

6. TERMINATION

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

7. MUTUAL INDEMNIFICATION

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

8. PROSECUTION OF WORK

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

9. AMENDMENTS

9.1. Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties.

10. REPRESENTATIONS OF WATER AGENCY

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

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

- 10.2. *No Suspension or Debarment:* Water Agency warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Water Agency also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- 10.3. *Taxes:* Water Agency agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.
- 10.4. *Records Maintenance:* Water Agency shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to FWD for inspection at any reasonable time. Water Agency shall maintain such records for a period of four (4) years following completion of work hereunder.
- 10.5. *Conflict of Interest:* Water Agency covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. In addition, if required by law or requested to do so by FWD, Water Agency shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with FWD within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 10.6. *Nondiscrimination:* Water Agency shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 10.7. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Water Agency or Water Agency’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of FWD. FWD shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Such documents shall be and will remain the property of FWD

without restriction or limitation. Water Agency may retain copies of the above described documents .

11. PREVAILING WAGES

11.1. *Prevailing Wage Exemption; No Subcontracting:* Because all work to be performed pursuant to this Agreement will be performed by Water Agency employees, the parties agree that the work is exempt from California prevailing wage requirements. Water Agency shall not subcontract any portion of the work, except as FWD may specifically authorize (after a review of any implications under California's prevailing wage laws).

12. DEMAND FOR ASSURANCE

12.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 12 limits FWD's right to terminate this Agreement pursuant to Article 6 (Termination).

13. ASSIGNMENT AND DELEGATION

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

13.2. *Subcontracts:* Notwithstanding the foregoing, Water Agency may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.

13.3. *Summary of Subconsultants' Work:* Water Agency shall provide FWD with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing

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

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

- 14.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 14.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 16.

15. MISCELLANEOUS PROVISIONS

- 15.1. *No Waiver of Breach:* The waiver by either party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 15.2. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Water Agency and FWD acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Water Agency and FWD acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 15.3. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

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

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/

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

Reviewed as to funds:

TW 17/18-085

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
[Name], Deputy County Counsel

Insurance Documentation is on file with
FWD

Date/TW Initials: _____

Sonoma County Water Agency

Forestville Water District

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

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. **COLLECTION SYSTEM MAINTENANCE**

- 1.1. Collection System Cleaning
- 1.2. Water Agency will conduct cleaning in portions of the collection system known by FWD to experience frequent build up of waste on a quarterly (four times per year) basis.
- 1.3. Water Agency will perform cleaning at a rate resulting in the cleaning of the collection system every 3 years.

2. **STOPPAGES**

- 2.1. When requested in writing and if Water Agency determines qualified staff and equipment are available at the time of the request, Water Agency will respond and clear routine stoppages if said stoppages are found to be within the public portion of the collection system. If qualified staff and equipment are not available, Water Agency will notify FWD.
- 2.2. Water Agency will not respond to overflows or stoppages found to be located in private laterals.
- 2.3. If any stoppages result in a sanitary sewer overflow, FWD will provide a representative on site and shall be responsible for reporting to the appropriate agencies.
- 2.4. Requests by FWD staff to clear routine stoppages can be made through the Water Agency's 24-hour Operations Desk at 707-523-1070.

3. **COLLECTION SYSTEM REPAIR**

- 3.1. Water Agency will notify FWD in writing of repairs needed to the collection system based on the Water Agency's observations during maintenance activities. Water Agency, at the written request of FWD, will perform minor repairs (under \$10,000) to the collection system if Water Agency determines qualified staff and equipment are available. If qualified staff and equipment are not available, Water Agency will promptly so notify FWD.

4. **INVESTIGATIVE SERVICES**

- 4.1. When requested by FWD in writing and subject to the availability of qualified staff and equipment, Water Agency will provide investigative services for the collection system, including manhole inspections and inflow and infiltration investigations via smoke or dye testing, or closed circuit television (cctv) inspections.

4.2. For cctv inspections, Water Agency will provide digital copies of the videoed sewer mains and hardcopy reports to the FWD.

5. MAPPING AND DRAFTING SERVICES

5.1. When requested by FWD in writing and subject to the availability of qualified staff and equipment, Water Agency will provide mapping and drafting services for FWD's collection system.

6. COMMERCIAL AND INDUSTRIAL WASTE SERVICES

6.1. When requested by FWD in writing and subject to the availability of qualified staff and equipment, Water Agency will provide commercial and industrial waste services to assist FWD in achieving Fats, Oils and Grease (FOG) reduction in the collection system, including grease removal device inspections. Water Agency may provide training to FWD staff to conduct inspections. If qualified staff and equipment are not available, Water Agency will promptly so notify FWD.

7. TREATMENT PLANT AND LIFT STATION MAINTENANCE

7.1. When requested by FWD in writing and subject to the availability of qualified staff and equipment, Water Agency will provide investigative services for the collection system, including manhole inspections and inflow and infiltration investigations. If qualified staff and equipment are not available, Water Agency will promptly so notify FWD.

8. EMERGENCY RESPONSE

8.1. Emergency response by Water Agency will occur only if qualified staff and equipment are available. Requests by FWD staff for emergency response can be made through the Water Agency's 24-hour Operations Desk at 707-523-1070. If qualified staff and equipment are not available, Water Agency will promptly so notify FWD.

Exhibit B

Schedule of Rates

Title	Total Weighted Hourly Rate
Environmental Services Maintenance WA Coordinator	
Water/Wastewater Operations – WA Coordinator	
Wastewater Source Control – Environmental Compliance Inspector	
Electrician/Instrumentation Technician	\$192.00
Senior Plant Operator	\$188.00
W.A. Mechanic	\$181.00
W.A. Maintenance Worker II	\$95.00
W.A. Maintenance Worker III	\$111.00
Drafting/GIS Specialist	\$141.00
Expense	Cost Per Hour
Vac Truck	\$71.30
Boom Truck	\$21.30
Rodder	\$31.30
Video Van (cctv)	\$38.90
Utility Pickup	\$8.90

*Rates as of July 1, 2017. Rates subject to change

Overtime rates apply as necessary during emergencies.

Overtime is billed at 1.5 times the hourly rate up to 8 hours outside normal business hours.

More than 8 hours of overtime and work on holidays is billed at 2 times the hourly rate.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 17, 2018

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Joan Hultberg, 547-1902

Supervisorial District(s):

Fifth

Title: Small Community Wastewater Grant Fund Applications

Recommended Actions:

- A) Adopt a Resolution approving the filing of grant applications to State Water Resources Control Board for the Monte Rio and Villa Grande Sewage Project and taking related actions. (The first application will be for a Feasibility Study in the amount of \$500,000.)
- B) Adopt a Resolution approving the filing of grant applications to State Water Resources Control Board for the Camp Meeker and Northwood Sewage Project and taking related actions. (The first application will be for a Feasibility Study in the amount of \$500,000.)
- C) Adopt a Resolution Authorizing Adjustments to the Board Adopted Budget for Fiscal Year 2017-2018 for the Water Agency General Fund in the Amount of \$10,000.

Executive Summary:

This item authorizes the adoption of two resolutions for Proposition 1, the Water Quality, Supply, and Infrastructure Act of 2014 funding to perform planning, design, and construction activities for small community wastewater projects in communities that are identified as disadvantaged or severely disadvantaged according to median household income.

On December 13, 2016, Sonoma County entered into a Memorandum of Understanding with the North Coast Regional Water Quality Control Board to coordinate efforts to reduce pathogens in the Russian River Watershed. To support this effort, the Sonoma County Water Agency (Water Agency) would like to apply to the Small Community Wastewater Grant program for a series of grants to assist residents of the lower Russian River watershed to comply with the North Coast Regional Water Quality Control Board's Russian River Pathogen Total Maximum Daily Load (TMDL). The Water Agency seeks to work collaboratively with the community to identify viable options for improving water quality in the lower Russian River resulting in enhanced quality of life, recreational opportunities, and protection of endangered fish species.

Each project (Monte Rio and Villa Grande Sewage Project and Camp Meeker and Northwood Sewage Project) potentially will have three phases: 1) Planning and Assessments, 2) Design and Environmental Documentation, and 3) Construction. Staff is seeking authorization from the Water Agency's Board of Directors (Board) to apply for up to six grants from the grant program, in the hopes of obtaining 100% financing for all of the proposed work.

In order to apply for a Clean Water State Revolving Fund Small Community Wastewater Grant, the grant program requires applicants to provide a resolution adopted by the applicant's governing body designating an authorized representative, who will have the authority to sign and submit the application materials, certify compliance with applicable state and federal laws, execute the financial assistance agreement and amendments, and certify disbursement requests.

Discussion:

Water quality monitoring from the Russian River and its tributary creeks reflect widespread contamination with bacteria and other indicators of waste, which pose a potential threat to the health of the river ecosystem and the people who visit it. Bacteria can indicate the presence of pathogenic organisms that are found in warm-blooded animal waste. The North Coast Regional Water Quality Control Board has developed the Russian River Pathogen TMDL to address the pathogen impairment and sources of fecal waste pollution in the Russian River Watershed.

Proposition 1, the Water Quality, Supply, and Infrastructure Act of 2014, made \$260 million available to the Clean Water State Revolving Fund for Small Community Grants. The State Water Resources Control Board will administer these grants under five programs, including one devoted to wastewater infrastructure. Proposition 1 funds for the small community wastewater projects are approximately \$150 million, and will be distributed on a first come first served basis. These funds provide a rare opportunity for the Water Agency to invest significant planning and design resources to perform long range planning and capital improvements at 100% funding.

Water Agency staff propose applying to the Small Community Wastewater Grant program for a series of grants to address the water quality impairment of the lower Russian River due to aging septic systems. Each project (Monte Rio and Villa Grande Sewage Project and Camp Meeker and Northwood Sewage Project) will have three phases. In Phase 1, feasibility studies will be performed to identify the best solutions for the communities. Phase 2 will build upon the work of Phase 1, preparing engineering design specifications and conducting environmental activities. Phase 3 will consist of construction of the projects identified under Phase 1 and Phase 2.

Anticipating the need for robust community involvement, the Gold Ridge and Sonoma Resource Conservation Districts (Districts) will provide ombudsman services via the agreement approved by the Board on February 6, 2018. The Rural Community Assistance Corp (a non-profit organization under contract with the State Board to facilitate Small Community Grants) will also be assisting with the formation of a Citizen Advisory Group.

Staff recommends the Board adopt resolutions authorizing the Water Agency's General Manager to submit applications for all three phases of the projects now to avoid lengthy delays in returning to the Board for separate resolutions for each phase of the projects. The broader resolution language will enable

staff to submit applications more quickly, thus improving the chances of obtaining full funding for all projects and minimizing the possibility the Proposition 1 funds may be exhausted before the Water Agency has completed all phases of the projects.

Next Steps

If the Board authorizes the submittal of the grant applications and the projects are funded, staff will solicit proposals from qualified firms to perform the feasibility studies, following the Water Agency’s competitive selection process policies. Staff will return to this Board to present the resulting professional services agreements for approval and to provide an update on the status of subsequent grant proposals for Phase 2 design work.

Prior Board Actions:

February 6, 2018 – Agreement with the Gold Ridge and Sonoma Resource Conservation Districts for Ombudsman Services.

December 16, 2017 – Memorandum of Understanding with the North Coast Regional Water Quality Control Board.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

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

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested	\$10,000		
Total Expenditures			
Funding Sources			
General Fund/WA GF	\$10,000		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$10,000		

Narrative Explanation of Fiscal Impacts:

Budgeted amount of \$10,000 will be made available in the General Fund through a Board-approved Budgetary Resolution for FY 2017/2018 for preparing and submitting Small Community Wastewater Grant Fund Applications. Funds will be appropriated in FY 2018/2019 and subsequent fiscal years following grant award.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution R1 (Monte Rio and Villa Grande) Resolution R2 (Camp Meeker and Northwood) Resolution R3 (Budgetary Resolution)			
Related Items “On File” with the Clerk of the Board:			

SCH: S:\Agenda\misc\04-17-2018 WA Small Community Wastewater Grant Fund_summ.docm

CF/70-700-16 State Water Resources Control Board (Grant Application for the Monte Rio-Villa Grande Sewage Project) FP-00232 (ID 6954)
 CF/70-700-16 State Water Resources Control Board (Grant Application for the Camp Meeker-Northwood Sewage Project) FP-00236 (ID 6955)

Date: April 17, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency, County Of Sonoma, State Of California, approving the filing of grant applications to State Water Resources Control Board for the Monte Rio and Villa Grande Sewage Project and taking related actions.

Whereas, aging, non-conforming septic systems in lower Russian River communities are contributing to water quality impairment of the Russian River.

Whereas, the North Coast Regional Water Quality Control Board is developing a Total Maximum Daily Load (TMDL) plan for these waters to restore and maintain the chemical, physical, and biological integrity of the Russian River.

Whereas, Proposition 1, the Water Quality, Supply, and Infrastructure Act of 2014, has authorized up to 100% funding for eligible applicants to perform planning, design and construction activities for small community wastewater projects.

Whereas, the communities of Monte Rio and Villa Grande qualify as small communities with financial hardship, based upon median household income surveys and the most recent U.S. Census block group data.

Whereas, the Sonoma County Water Agency would like to apply for Proposition 1 small community wastewater projects funding to plan improvements to address water quality impairment due to sewage

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

1. The General Manager of the Sonoma County Water Agency (the "Authorized Representative") or designee is hereby authorized and directed to sign and file, for and on behalf of the Sonoma County Water Agency (the "Water Agency"), a Financial Assistance Applications for a financing agreement from the State Water Resources Control Board for the planning and design of Monte Rio and Villa Grande Sewage Project (the "Project.")

Resolution #

Date:

Page 2

2. This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

3. The Authorized Representative, or his/her designee, is designated to represent the Water Agency in carrying out the Water Agency's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Water Agency and compliance with applicable state and federal laws.

Directors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Sonoma County Water Agency held on April 17, 2018.

(Name, Signature, and Seal of the Clerk or Authorized Record Keeper of the Governing Board of the Agency)

Date: April 17, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency, County Of Sonoma, State Of California, approving the filing of grant applications to State Water Resources Control Board for the Camp Meeker and Northwood Sewage Project and taking related actions.

Whereas, aging, non-conforming septic systems in lower Russian River communities are contributing to water quality impairment of the Russian River; and

Whereas, the North Coast Regional Water Quality Control Board is developing a Total Maximum Daily Load (TMDL) plan for these waters to restore and maintain the chemical, physical, and biological integrity of the Russian River; and

Whereas, Proposition 1, the Water Quality, Supply, and Infrastructure Act of 2014, has authorized up to 100% funding for eligible applicants to perform planning, design and construction activities for small community wastewater projects; and

Whereas, the communities of Camp Meeker and Northwood will likely qualify as small communities with financial hardship, based upon median household income surveys to be performed as part of this project; and

Whereas, the Sonoma County Water Agency would like to apply for Proposition 1 small community wastewater projects funding to plan and design improvements to address water quality impairment due to sewage.

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

1. The General Manager of the Sonoma County Water Agency (the "Authorized Representative"), or his/her designee, is hereby authorized and directed to sign and file, for and on behalf of the Sonoma County Water Agency (the "Water Agency"), a Financial Assistance Applications for a financing agreement from the State Water Resources Control Board for the planning

Resolution #

Date:

Page 2

and design of Camp Meeker and Northwood Sewage Project (the "Project").

2. This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.
3. The Authorized Representative, or his/her designee, is designated to represent the Water Agency in carrying out the Water Agency's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Water Agency and compliance with applicable state and federal laws.

Directors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Sonoma County Water Agency held on April 17, 2018.

(Name, Signature, and Seal of the Clerk or Authorized Record Keeper of the Governing Board of the Agency)

Date: April 17, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors of the Sonoma County Water Agency Authorizing Adjustments to the Board Adopted Budget for Fiscal Year 2017-2018 for the Sonoma County Water Agency General Fund in the Amount of \$10,000

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

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

Whereas, the Water Agency desires to adjust the Fiscal Year 2017-2018 Adopted Budget for the Sonoma County Water Agency General Fund in the amount of \$10,000 for preparing and submitting Small Community Wastewater Grant Fund Applications; and

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

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

Resolution #

Date:

Page 2

Fiscal Year 2017-2018 Expenditures		Amount
14015-33010100	General Fund	
52162	Special Departmental Expense	10,000
Total Expenditures		10,000
Fiscal Year 2017-2018 Funding Sources		
14015-33010100	General Fund	
	Fund Balance	10,000
Total Funding Sources		10,000

Directors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

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

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Sheri J. Emerson, Stewardship Manager, 565-7358

Supervisorial District(s):

Countywide

Title: First Amendment to Property Maintenance, Repair and Management Agreements

Recommended Actions:

Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District (District) to execute first amendment agreements to eight existing As-Needed Maintenance and Repair Service Agreements extending the term for each agreement to March 31, 2021 and adding in aggregate \$450,000 for a total contract amount of \$1,050,000 as follows:

1. First amendment agreement with Bohan & Canelis General Engineering, Inc. in an amount not-to-exceed \$50,000, resulting in a total contract amount of \$75,000;
2. First amendment agreement with Campbell Grading, Inc. in an amount not-to-exceed \$25,000, resulting in a total contract amount of \$75,000;
3. First amendment agreement with Hanford Applied Restoration & Conservation in an amount not-to-exceed \$75,000, resulting in a total contract amount of \$125,000;
4. First amendment agreement with Pacific Watershed Associates, Inc. in an amount not-to-exceed \$100,000, resulting in a total contract amount of \$150,000;
5. First amendment agreement with Prunuske Chatham, Inc. in an amount not-to-exceed \$100,000, resulting in a total contract amount of \$200,000;
6. First amendment agreement with Rob Evans in an amount not-to-exceed \$25,000, resulting in a total contract amount of \$150,000;
7. First amendment agreement with Sonoma County Regional Parks in an amount not-to-exceed \$50,000, resulting in a total contract amount of \$200,000;
8. First amendment agreement with Sonoma Ecology Center in an amount not-to-exceed \$25,000, resulting in a total contract amount of \$50,000.

Executive Summary:

The District owns and manages approximately 5,500 acres of land, and holds more than 100,000 acres of conservation easements. In accordance with the Board-approved Fee Lands Strategy, these properties and any attendant infrastructure require maintenance, management and occasional repair to protect the conservation values for which the lands were protected. The protection of these resources requires activities ranging from construction and maintenance of fencing, vegetation management, debris removal, road maintenance, fuel load suppression, erosion control, illegal *Cannabis* operation removal, invasive species management and protection and enhancement of sensitive resources. The District does not have adequate staffing to perform these maintenance tasks, and therefore requires assistance. The District issued a Request for Proposal (RFP) for As-Needed Maintenance and Repair on September 19, 2016. On March 28, 2017, Board of Directors of the District authorized the General Manager of the District to enter into nine three-year agreements for \$600,000 to implement this work.

To address the damage to District-owned properties caused by the October 2017 fires, the District has spent more of the funds allocated in the As-Needed Repair and Maintenance agreements during the past six months than anticipated. The District is seeking reimbursement from the Federal Emergency Management Administration’s Public Assistance program for qualifying expenses such as replacement of culverts and cleanup of burned structure sites. Work in wildland areas (invasive species control and fuels reduction) does not qualify for reimbursement under this program. To continue to repair damage, and to take action to reduce the potential for damage from future fire events, the District proposes to amend eight existing As-Needed Maintenance and Repair agreements to add \$450,000 in funds to allow for additional work on various District properties similar in scope to the original contracts. The total aggregate contract amount (existing and first amendment) would be \$1,050,000, and the terms for each agreement would be extended from March 28, 2020 through March 31, 2021.

Discussion:

The District owns and manages approximately 5,500 acres of land, and holds more than 100,000 acres of conservation easements. On November 20, 2012, the Board approved the District’s Fee Land Strategy. This guidance document directs staff to manage District lands in a manner that protects the District’s investment, public safety, and the conservation values of the properties and further directs staff to transfer identified recreational lands to appropriate entities. District-owned properties all require some level of management and maintenance, which is accomplished through organized volunteer workdays and contracts for land management and maintenance services.

Approximately 2,500 acres of District-owned properties burned in the Tubbs and Nuns fires in October 2017 resulting in damage to natural resource values and built infrastructure. Immediately following the fires, it was necessary to initiate emergency time-sensitive maintenance, repair and replacement work using the existing As-Needed Repair and Maintenance Agreements. The District is seeking reimbursement for the cost of qualifying work through the Federal Emergency Management Administration’s Public Assistance program, such as replacement of culverts and clearing of burned structure debris.

The fires created an opportunity for enhanced control of various invasive plant species populations that requires urgent action as spring plant seedlings emerge. In addition, the fires serve as a reminder of the necessity of additional proactive fuels reduction work. In addition to the District’s annual mowing, and

year round grazing programs, land maintenance activities that address fire-related damage, and that will prevent or minimize damage from future fires, will continue for at least the next couple of years. Work in wildland areas to address invasive species and to reduce fuel loads, is not reimbursable through FEMA’s Public Assistance program.

On March 28, 2017, the Board of Directors authorized the General Manager of the District to execute nine three-year services agreements for maintenance, repair and management work on District-protected lands. The services described are not specific to any one project or property but applies to any District-protected property.

This first agreement amendment was initiated by District staff contacting each of the existing contractors. Eight contractors expressed interest in amending their current agreements. Thus, the District proposes extending the term for each agreement to March 31, 2021 and adding in aggregate \$450,000 for a total contract amount of \$1,050,000 as follows:

1. First amendment agreement with Bohan & Canelis General Engineering, Inc. in an amount not-to-exceed \$50,000, resulting in a total contract amount of \$75,000;
2. First amendment agreement with Campbell Grading, Inc. in an amount not-to-exceed \$25,000, resulting in a total contract amount of \$75,000;
3. First amendment agreement with Hanford Applied Restoration & Conservation in an amount not-to-exceed \$75,000, resulting in a total contract amount of \$125,000;
4. First amendment agreement with Pacific Watershed Associates, Inc. in an amount not-to-exceed \$100,000, resulting in a total contract amount of \$150,000;
5. First amendment agreement with Prunuske Chatham, Inc. in an amount not-to-exceed \$100,000, resulting in a total contract amount of \$200,000;
6. First amendment agreement with Rob Evans in an amount not-to-exceed \$25,000, resulting in a total contract amount of \$150,000;
7. First amendment agreement with Sonoma County Regional Parks in an amount not-to-exceed \$50,000, resulting in a total contract amount of \$200,000;
8. First amendment agreement with Sonoma Ecology Center in an amount not-to-exceed \$25,000, resulting in a total contract amount of \$50,000.

For a summary spreadsheet, please see Attachment 1 (List of Contractors and Awards).

Prior Board Actions:

March 28, 2017: The Board of Directors approved nine service agreements for maintenance, repair and management work on District lands.
November 20, 2012: The Board of Directors approved the District’s Fee Lands Strategy. (Board Action #33)

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Stewardship of District-owned properties is primarily accomplished through contract service providers, in order to maintain the conservation values of each property until such time that the property is transferred to a recreational or other entity for long-term operation and management.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	150,000	150,000	150,000
Additional Appropriation Requested			
Total Expenditures	150,000	150,000	150,000
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	150,000	150,000	150,000
Use of Fund Balance			
Contingencies			
Total Sources	150,000	150,000	150,000
Narrative Explanation of Fiscal Impacts:			
Funds are budgeted for current fiscal year.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
No additional appropriations are needed.			
Attachments:			
<ol style="list-style-type: none"> List of Contractors and Awards First Amendment Agreement between the District and Bohan & Canelis General Engineering, Inc. First Amendment Agreement between the District and Campbell Grading, Inc. First Amendment Agreement between the District and Hanford Applied Restoration & Conservation First Amendment Agreement between the District and Pacific Watershed Associates, Inc. First Amendment Agreement between the District and Prunuske Chatham, Inc. First Amendment Agreement between the District and Rob Evans 			

8. First Amendment Agreement between the District and Sonoma County Regional Parks
9. First Amendment Agreement between the District and Sonoma Ecology Center

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

1. Agreement between the District and Bohan & Canelis General Engineering, Inc.
2. Agreement between the District and Campbell Grading, Inc.
3. Agreement between the District and Hanford Applied Restoration & Conservation.
4. Agreement between the District and Pacific Watershed Associates, Inc.
5. Agreement between the District and Prunuske Chatham, Inc.
6. Agreement between the District and Rob Evans
7. Agreement between the District and Sonoma County Regional Parks
8. Agreement between the District and Sonoma Ecology Center

List of Contractors and Awards

Contractor	Original BOD Approved Award	Total First Amendment	Total	Scope of Work
Bohan & Canelis General Engineering, Inc.	\$25,000	\$50,000	\$75,000	Agricultural Water Source Repair and Maintenance Erosion Control/Road Maintenance and Repair Mowing
Campbell Grading, Inc.	\$50,000	\$25,000	\$75,000	Erosion Control/Road Maintenance and Repair
Goebel Construction, Inc.	\$25,000	\$0	\$25,000	Agricultural Water Source Repair and Maintenance Debris Removal, Hauling and Disposal Demolition Erosion Control/Road Maintenance and Repair Fence Construction and Repair Fire Abatement and Fuel Load Reduction Hazardous Materials/Conditions Remediation Mowing Sign Frame Manufacture Sign Installation Structural Construction and Repairs
Hanford Applied Restoration & Conservation	\$50,000	\$75,000	\$125,000	Agricultural Water Source Repair and Maintenance Debris Removal, Hauling and Disposal Demolition Erosion Control/Road Maintenance and Repair Fence Construction and Repair Fire Abatement and Fuel Load Reduction Habitat Restoration and Mitigation Measures Hazardous Materials/Conditions Remediation Invasive Plant and Animal Species Removal Mowing Sign Frame Manufacture Sign Installation Structural Construction and Repairs Tree Trimming and Removal
Pacific Watershed Associates, Inc.	\$50,000	\$100,000	\$150,000	Erosion Control/Road Maintenance and Repair Habitat Restoration and Mitigation Measures
Prunuske Chatham, Inc.	\$100,000	\$100,000	\$200,000	Erosion Control/Road Maintenance and Repair Habitat Restoration and Mitigation Measures Invasive Plant and Animal Species Removal Mowing
Rob Evans DBA Rob Evans Associates	\$125,000	\$25,000	\$150,000	Debris Removal, Hauling and Disposal Erosion Control/Road Maintenance and Repair Habitat Restoration and Mitigation Measures Invasive Plant and Animal Species Removal
Sonoma County Regional Parks	\$150,000	\$50,000	\$200,000	Agricultural Water Source Repair and Maintenance Debris Removal, Hauling and Disposal Demolition Erosion Control/Road Maintenance and Repair Fence Construction and Repair Fire Abatement and Fuel Load Reduction Habitat Restoration and Mitigation Measures Invasive Plant and Animal Species Removal Mowing Sign Installation Tree Trimming and Removal
Sonoma Ecology Center	\$25,000	\$25,000	\$50,000	Habitat Restoration and Mitigation Measures Invasive Plant and Animal Species Removal Sign Installation
	\$600,000	\$450,000	\$1,050,000	

FIRST AMENDMENT
TO AGREEMENT BY AND BETWEEN
BOHAN & CANELIS GENERAL ENGINEERING, INC.
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

This First Amendment (“Amendment”), effective upon the date of execution (“Effective Date”), is by and between the Sonoma County Agricultural Preservation and Open Space District, a California specific district (hereinafter “District”), and Bohan & Canelis General Engineering, Inc., a Corporation (hereinafter “Contractor”).

RECITALS

WHEREAS, District and Contractor entered into that certain Agreement For As-Needed Maintenance and Repair Services, No. O-1047 dated as of March 28, 2017 (“Agreement”) whereby Contractor agreed to provide agricultural water source repair and maintenance, erosion control/road maintenance and repair, mowing and related services on District properties; and

WHEREAS, as a result of the October 2017 Fires, the District requires additional land management services to repair damage and to reduce the potential for damage from future fire events on District-owned properties; and

WHEREAS, District and Contractor desire to amend the Agreement in order to (1) extend the term of the agreement to March 31, 2021, (2) add Fifty Thousand Dollars (\$50,000) for a total Agreement amount of Seventy-Five Thousand Dollars (\$75,000).

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

AGREEMENT

1. Article 2.1 Lump Sum, Paragraph 3 of the Agreement is hereby deleted and replaced with the following language:

“The total payments to Contractor pursuant to this Agreement shall not exceed Seventy-Five Thousand Dollars (\$75,000), without the prior written approval of District. Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District.”

2. Article 3 Term of Agreement of the Agreement is hereby deleted and replaced with the following language:

“The term of this Agreement shall commence on the Effective Date and terminate upon the depletion of the not-to-exceed amount listed in Section 2.1 or March 31, 2021, whichever is earlier, unless the Agreement is terminated earlier in accordance with the terms herein.

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of District arising thereunder.
4. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

DISTRICT AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THEREOF.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

CONSULTANT: BOHAN & CANELIS GENERAL ENGINEERING, INC.

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: [Redacted]
Nick Canells, General Manager

By: _____
William J. Keene, General Manager

Date: 3/20/2018

Date: _____

APPROVED AS TO FORM FOR DISTRICT:

By: [Redacted]
Jessica Mullan, Deputy County Counsel

Date: 3.22.18

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: [Redacted]
Sherl Emerson, Stewardship Program Manager

Date: 3/20/18

CERTIFICATES OF INSURANCE ON FILE WITH THE DISTRICT:

By: [Redacted]
Karina Chilcott, Administrative Aide

Date: 3/21/18

FIRST AMENDMENT
TO AGREEMENT BY AND BETWEEN
CAMPBELL GRADING, INC.
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

This First Amendment (“Amendment”), effective upon the date of execution (“Effective Date”), is by and between the Sonoma County Agricultural Preservation and Open Space District, a California specific district (hereinafter “District”), and Campbell Grading, Inc., a Corporation (hereinafter “Contractor”).

RECITALS

WHEREAS, District and Contractor entered into that certain Agreement For As-Needed Maintenance and Repair Services, No. O-1048 dated as of March 28, 2017 (“Agreement”) whereby Contractor agreed to provide erosion control/road maintenance and repair, and related services on District properties; and

WHEREAS, as a result of the October 2017 Fires, the District requires additional land management services to repair damage and to reduce the potential for damage from future fire events on District-owned properties; and

WHEREAS, District and Contractor desire to amend the Agreement in order to (1) extend the term of the agreement to March 31, 2021, (2) add Twenty-Five Thousand Dollars (\$25,000) for a total Agreement amount of Seventy-Five Thousand Dollars (\$75,000).

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

AGREEMENT

1. Article 2.1 Lump Sum, Paragraph 3 of the Agreement is hereby deleted and replaced with the following language:

“The total payments to Contractor pursuant to this Agreement shall not exceed Seventy-Five Thousand Dollars (\$75,000), without the prior written approval of District. Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District.”

2. Article 3 Term of Agreement of the Agreement is hereby deleted and replaced with the following language:

“The term of this Agreement shall commence on the Effective Date and terminate upon the depletion of the not-to-exceed amount listed in Section 2.1 or March 31, 2021, whichever is earlier, unless the Agreement is terminated earlier in accordance with the terms herein.”

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of District arising thereunder.
4. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

DISTRICT AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THEREOF.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

CONSULTANT: CAMPBELL GRADING, INC.

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

By: [Redacted]
Barth Campbell, President

By: [Redacted]
William J. Keene, General Manager

Date: March 20, 2017

Date: [Redacted]

APPROVED AS TO FORM FOR DISTRICT:

By: [Redacted]
Jessica Mullan, Deputy County Counsel

Date: 3.22.18

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: [Redacted]
Sherl Emerson, Stewardship
Program Manager

Date: 3-20-18

CERTIFICATES OF INSURANCE ON FILE WITH
THE DISTRICT:

By: [Redacted]
Karina Chilcott, Administrative Aide

Date: 3/20/18

FIRST AMENDMENT
TO AGREEMENT BY AND BETWEEN
HANFORD APPLIED RESTORATION & CONSERVATION
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

This First Amendment (“Amendment”), effective upon the date of execution (“Effective Date”), is by and between the Sonoma County Agricultural Preservation and Open Space District, a California specific district (hereinafter “District”), and Hanford Applied Restoration & Conservation, a Corporation (hereinafter “Contractor”).

RECITALS

WHEREAS, District and Contractor entered into that certain Agreement For As-Needed Maintenance and Repair Services, No. O-1050 dated as of March 28, 2017 (“Agreement”) whereby Contractor agreed to provide agricultural water source repair and maintenance; debris removal, hauling and disposal; demolition; erosion control/road maintenance and repair; fence construction and repair; fire abatement and fuel load reduction; habitat restoration and mitigation measures; hazardous materials/conditions remediation; invasive plant and animal species removal; mowing; sign frame manufacture; sign installation; structural construction and repairs; tree trimming and removal; and, related services on District properties; and

WHEREAS, as a result of the October 2017 Fires, the District requires additional land management services to repair damage and to reduce the potential for damage from future fire events on District-owned properties; and

WHEREAS, District and Contractor desire to amend the Agreement in order to (1) extend the term of the agreement to March 31, 2021, (2) add Seventy-Five Thousand Dollars (\$75,000) for a total Agreement amount of One Hundred Thousand Dollars (\$125,000).

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

AGREEMENT

1. Article 2.1 Lump Sum, Paragraph 3 of the Agreement is hereby deleted and replaced with the following language:

“The total payments to Contractor pursuant to this Agreement shall not exceed One Hundred Twenty-Five Thousand Dollars (\$125,000), without the prior written approval of District. Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by

the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District.”

2. Article 3 Term of Agreement of the Agreement is hereby deleted and replaced with the following language:

“The term of this Agreement shall commence on the Effective Date and terminate upon the depletion of the not-to-exceed amount listed in Section 2.1 or March 31, 2021, whichever is earlier, unless the Agreement is terminated earlier in accordance with the terms herein.”

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of District arising thereunder.
4. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

DISTRICT AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED
THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY
EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY
CONSENT THEREOF.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

CONSULTANT: HANFORD APPLIED RESTORATION & CONSERVATION

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: [Redacted]
Will Johnson, Project Manager

By: _____
William J. Keene, General Manager

Date: 3/20/18

Date: _____

APPROVED AS TO FORM FOR DISTRICT:

By: [Redacted]
Jessica Mullan, Deputy County Counsel

Date: 3.22.18

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: [Redacted]
Sheri Emerson, Stewardship Program Manager

Date: 3.20.18

CERTIFICATES OF INSURANCE ON FILE WITH THE DISTRICT:

By: [Redacted]
Karina Chilcott, Administrative Aide

Date: 3/20/18

FIRST AMENDMENT
TO AGREEMENT BY AND BETWEEN
PACIFIC WATERSHED ASSOCIATES, INC.
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

This First Amendment (“Amendment”), effective upon the date of execution (“Effective Date”), is by and between the Sonoma County Agricultural Preservation and Open Space District, a California specific district (hereinafter “District”), and Pacific Watershed Associates, Inc., a Corporation (hereinafter “Contractor”).

RECITALS

WHEREAS, District and Contractor entered into that certain Agreement For As-Needed Maintenance and Repair Services, No. O-1051 dated as of March 28, 2017 (“Agreement”) whereby Contractor agreed to provide erosion control/road maintenance and repair; habitat restoration and mitigation measures; and, related services on District properties; and

WHEREAS, as a result of the October 2017 Fires, the District requires additional land management services to repair damage and to reduce the potential for damage from future fire events on District-owned properties; and

WHEREAS, District and Contractor desire to amend the Agreement in order to (1) extend the term of the agreement to March 31, 2021, (2) add One Hundred Thousand Dollars (\$100,000) for a total Agreement amount of One Hundred Fifty Thousand Dollars (\$150,000).

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

AGREEMENT

1. Article 2.1 Lump Sum, Paragraph 3 of the Agreement is hereby deleted and replaced with the following language:

“The total payments to Contractor pursuant to this Agreement shall not exceed One Hundred Fifty Thousand Dollars (\$150,000), without the prior written approval of District. Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District.”

2. Article 3 Term of Agreement of the Agreement is hereby deleted and replaced with the following language:

“The term of this Agreement shall commence on the Effective Date and terminate upon the depletion of the not-to-exceed amount listed in Section 2.1 or March 31, 2021, whichever is earlier, unless the Agreement is terminated earlier in accordance with the terms herein.”

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of District arising thereunder.
4. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

DISTRICT AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED
THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY
EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY
CONSENT THEREOF.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

CONSULTANT: PACIFIC WATERSHED ASSOCIATES, INC.

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: [Redacted]
Danny Hagans, Vice President, CEO

By: _____
William J. Keene, General Manager

Date: 3/20/2018

Date: _____

APPROVED AS TO FORM FOR DISTRICT:

By: [Redacted]
Jessica Mullan, Deputy County Counsel

Date: 3.22.18

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: [Redacted]
Sheri Emerson, Stewardship Program Manager

Date: 3.20.18

CERTIFICATES OF INSURANCE ON FILE WITH THE DISTRICT:

By: [Redacted]
Karina Chilcott, Administrative Aide

Date: 3/20/18

FIRST AMENDMENT
TO AGREEMENT BY AND BETWEEN
PRUNUSKE CHATHAM, INC.
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

This First Amendment (“Amendment”), effective upon the date of execution (“Effective Date”), is by and between the Sonoma County Agricultural Preservation and Open Space District, a California specific district (hereinafter “District”), and Prunuske Chatham, Inc., a Corporation (hereinafter “Contractor”).

RECITALS

WHEREAS, District and Contractor entered into that certain Agreement For As-Needed Maintenance and Repair Services, No. O-1052 dated as of March 28, 2017 (“Agreement”) whereby Contractor agreed to provide erosion control/road maintenance and repair; habitat restoration and mitigation measures; invasive plant and animal species removal; mowing, and related services on District properties; and

WHEREAS, as a result of the October 2017 Fires, the District requires additional land management services to repair damage and to reduce the potential for damage from future fire events on District-owned properties; and

WHEREAS, District and Contractor desire to amend the Agreement in order to (1) extend the term of the agreement to March 31, 2021, (2) add One Hundred Thousand Dollars (\$100,000) for a total Agreement amount of Two Hundred Thousand Dollars (\$200,000).

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

AGREEMENT

1. Article 2.1 Lump Sum, Paragraph 3 of the Agreement is hereby deleted and replaced with the following language:

“The total payments to Contractor pursuant to this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000), without the prior written approval of District. Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District.”

2. Article 3 Term of Agreement of the Agreement is hereby deleted and replaced with the following language:

“The term of this Agreement shall commence on the Effective Date and terminate upon the depletion of the not-to-exceed amount listed in Section 2.1 or March 31, 2021, whichever is earlier, unless the Agreement is terminated earlier in accordance with the terms herein.

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of District arising thereunder.
4. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

DISTRICT AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED
THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY
EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY
CONSENT THEREOF.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

CONSULTANT: PRUNUSKE CHATHAM, INC.

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

By: 

Steven Chatham, Chief
Operating Officer

DATE 3/20/18, CHIEF
OPERATING OFFICER

By: _____

William J. Keene, General Manager

Date: _____


APPROVED AS TO FORM FOR DISTRICT:

By: 

Jessica Mullan, Deputy County Counsel

Date: 3.22.18

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: 

Sherl Emerson, Stewardship
Program Manager

Date: 3.20.18

CERTIFICATES OF INSURANCE ON FILE WITH
THE DISTRICT:

By: 

Karina Chilcott, Administrative Aide

Date: 3/22/18

FIRST AMENDMENT
TO AGREEMENT BY AND BETWEEN
ROB EVANS DBA ROB EVANS ASSOCIATES
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

This First Amendment (“Amendment”), effective upon the date of execution (“Effective Date”), is by and between the Sonoma County Agricultural Preservation and Open Space District, a California specific district (hereinafter “District”), and Rob Evans DBA Rob Evans Associates, an Individual (hereinafter “Contractor”).

RECITALS

WHEREAS, District and Contractor entered into that certain Agreement For As-Needed Maintenance and Repair Services, No. O-1053 dated as of March 28, 2017 (“Agreement”) whereby Contractor agreed to provide debris removal, hauling and disposal; erosion control/road maintenance and repair; habitat restoration and mitigation measures; invasive plant and animal species removal, and related services on District properties; and

WHEREAS, as a result of the October 2017 Fires, the District requires additional land management services to repair damage and to reduce the potential for damage from future fire events on District-owned properties; and

WHEREAS, District and Contractor desire to amend the Agreement in order to (1) extend the term of the agreement to March 31, 2021, (2) add Twenty-Five Thousand Dollars (\$25,000) for a total Agreement amount of One Hundred Fifty Thousand Dollars (\$150,000).

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

AGREEMENT

1. Article 2.1 Lump Sum, Paragraph 3 of the Agreement is hereby deleted and replaced with the following language:

“The total payments to Contractor pursuant to this Agreement shall not exceed One Hundred Fifty Thousand Dollars (\$150,000), without the prior written approval of District. Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District.”

2. Article 3 Term of Agreement of the Agreement is hereby deleted and replaced with the following language:

“The term of this Agreement shall commence on the Effective Date and terminate upon the depletion of the not-to-exceed amount listed in Section 2.1 or March 31, 2021, whichever is earlier, unless the Agreement is terminated earlier in accordance with the terms herein.”


3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of District arising thereunder.
4. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

DISTRICT AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THEREOF.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

CONSULTANT: ROB EVANS DBA ROB EVANS ASSOCIATES

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT


By: 
Rob Evans, Principal

By: _____
William J. Keene, General Manager

Date: 3/20/18


Date: _____

APPROVED AS TO FORM FOR DISTRICT:

By: 
Jessica Mullan, Deputy County Counsel

Date: 3.22.18

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: 
Sheri Emerson, Stewardship Program Manager

Date: 3.20.18

CERTIFICATES OF INSURANCE ON FILE WITH THE DISTRICT:

By: 
Karina Chilcott, Administrative Aide

Date: 3/21/18

FIRST AMENDMENT
TO AGREEMENT BY AND BETWEEN
THE COUNTY OF SONOMA
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

This First Amendment (“Amendment”), effective upon the date of execution (“Effective Date”), is by and between the Sonoma County Agricultural Preservation and Open Space District, a California specific district (hereinafter “District”), and the County of Sonoma, a political subdivision of the State of California (“Contractor”).

RECITALS

WHEREAS, District and Contractor entered into that certain Agreement For As-Needed Maintenance and Repair Services, No. O-1054 dated as of March 28, 2017 (“Agreement”) whereby Contractor agreed to provide agricultural water source repair and maintenance; debris removal, hauling and disposal; demolition; erosion control/road maintenance and repair; fence construction and repair; fire abatement and fuel load reduction; habitat restoration and mitigation measures; invasive plant and animal species removal; mowing; sign installation; tree trimming and removal, and related services on District properties; and

WHEREAS, as a result of the October 2017 Fires, the District requires additional land management services to repair damage and to reduce the potential for damage from future fire events on District-owned properties; and

WHEREAS, District and Contractor desire to amend the Agreement in order to (1) extend the term of the agreement to March 31, 2021, (2) add Fifty Thousand Dollars (\$50,000) for a total Agreement amount of Two Hundred Thousand Dollars (\$200,000).

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

AGREEMENT

1. Article 2.1 Lump Sum, Paragraph 3 of the Agreement is hereby deleted and replaced with the following language:

“The total payments to Contractor pursuant to this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000), without the prior written approval of District. Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by the District for

services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District.”

2. Article 3 Term of Agreement of the Agreement is hereby deleted and replaced with the following language:


“The term of this Agreement shall commence on the Effective Date and terminate upon the depletion of the not-to-exceed amount listed in Section 2.1 or March 31, 2021, whichever is earlier, unless the Agreement is terminated earlier in accordance with the terms herein.”

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of District arising thereunder.
4. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

DISTRICT AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED
THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY
EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY
CONSENT THEREOF.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written:

CONSULTANT; COUNTY OF SONOMA
(SONOMA COUNTY REGIONAL PARKS)

By: 
Jim Tiercy, Department Analyst

Date: 3-20-18

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

By: _____
William J. Keene, General Manager


Date: _____

APPROVED AS TO FORM FOR DISTRICT:

By: 
Jessica Mullan, Deputy County Counsel


Date: 3.22.18

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: 
Sherl Emerson, Stewardship
Program Manager

Date: 3.20.18

CERTIFICATES OF INSURANCE ON FILE WITH
THE DISTRICT:

By: 
Karina Chilcott, Administrative Aide

Date: 3/20/18

FIRST AMENDMENT
TO AGREEMENT BY AND BETWEEN
SONOMA ECOLOGY CENTER
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

This First Amendment (“Amendment”), effective upon the date of execution (“Effective Date”), is by and between the Sonoma County Agricultural Preservation and Open Space District, a California specific district (hereinafter “District”), and Sonoma Ecology Center, a Nonprofit Corporation (hereinafter “Contractor”).

RECITALS

WHEREAS, District and Contractor entered into that certain Agreement For As-Needed Maintenance and Repair Services, No. O-1055 dated as of March 28, 2017 (“Agreement”) whereby Contractor agreed to provide habitat restoration and mitigation measures; invasive plant and animal species removal; sign installation, and related services on District properties; and

WHEREAS, as a result of the October 2017 Fires, the District requires additional land management services to repair damage and to reduce the potential for damage from future fire events on District-owned properties; and

WHEREAS, District and Contractor desire to amend the Agreement in order to (1) extend the term of the agreement to March 31, 2021, (2) add Twenty-Five Thousand Dollars (\$25,000) for a total Agreement amount of Fifty Thousand Dollars (\$50,000).

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

AGREEMENT

1. Article 2.1 Lump Sum, Paragraph 3 of the Agreement is hereby deleted and replaced with the following language:

“The total payments to Contractor pursuant to this Agreement shall not exceed Fifty Thousand Dollars (\$50,000), without the prior written approval of District. Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District.”

2. Article 3 Term of Agreement of the Agreement is hereby deleted and replaced with the following language:

“The term of this Agreement shall commence on the Effective Date and terminate upon the depletion of the not-to-exceed amount listed in Section 2.1 or March 31, 2021, whichever is earlier, unless the Agreement is terminated earlier in accordance with the terms herein.”


3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of District arising thereunder.
4. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

DISTRICT AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THEREOF.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

CONSULTANT: SONOMA ECOLOGY CENTER

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT


By: 
Richard Dale, Executive Director

By: _____
William J. Keene, General Manager

Date: 3-20-18


Date: _____

APPROVED AS TO FORM FOR DISTRICT:

By: 
Jessica Mullan, Deputy County Counsel


Date: 3.22.18

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: 
Sheri Emerson, Stewardship Program Manager

Date: 3.20.18

CERTIFICATES OF INSURANCE ON FILE WITH THE DISTRICT:

By: 
Karina Chilcott, Administrative Aide

Date: 3/20/18



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: April 17, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Sheryl Bratton, 565-2241
Christopher Godley, 565-2052

Supervisorial District(s):

All

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

Recommended Actions:

Adopt a Resolution Extending the Proclamation of Local Emergency Issued on October 9, 2017, for another 30 Days Due to Damage Arising from the Complex Fire and Concurrently Extending the Provisions of California Penal Code Section 396 Prohibiting Price Gouging in Times of Emergency for Another 30 Days.

Executive Summary:

This item requests the Board of Supervisors adopt a resolution approving a 30-day extension of the October 9, 2017 Proclamation of a Local Emergency in the Sonoma County Operational Area due to the effects of the Complex Fire and concurrently approving a 30-day extension of the provisions of California Penal Code section 396 prohibiting price gouging in times of emergency. The Complex Fire began on Sunday, October 9, 2017, causing extreme property damage and health and safety concerns. The County Administrator proclaimed the Existence of a Local Emergency on October 9, 2017, and the Board of Supervisors adopted Resolution No. 17-0389 ratifying that proclamation on October 10, 2017. The fires left a large debris field in their wake. The removal of debris from a wildfire disaster creates unique concerns due to the potential presence of hazardous materials and the large scale of the incident and will require significant resources to remove. As long as the residential and commercial fire debris remains on the ground, it poses an imminent and extensive threat to public health and safety, the environment (including creating serious concerns for water quality and supply due to the presence of hazardous materials and the damage to sewer service laterals), public infrastructure, and undamaged property. As required by Government Code section 8630, the Board must review the proclamation of local emergency every 30 days and determine if there is a need for continuing the local emergency. The extension of the price gouging prohibitions found in Penal Code section 396 are necessary because Executive Order EO-B-43-17, issued by the Governor on October 18, 2017, which extended the provisions of California Penal Code section 396 prohibiting price gouging in times of emergency through April 18, 2018, is set to expire.

Discussion:

The Complex Fire began on Sunday, October 9, 2017. In response, the Emergency Operations Center (EOC) was activated at approximately 12:00 a.m. on Monday, October 9, 2017, to assist with managing the impacts. In the early morning hours on Monday, the County issued advisory evacuation notices to various impacted areas of Sonoma County. Shelter was made available at various locations throughout the County, and first responders were actively engaged in multiple areas throughout the County as the complex fires advanced.

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

The scope of disaster caused by the fast-moving fire and widespread scale of the destruction instigated the Governor of the State of California to proclaim a State of Emergency (declaring eligibility for State assistance) and brought about the President of the United States to issue a Declaration of a Major Disaster for the State of California, making the Complex Fires eligible for Federal assistance. The Sonoma Complex Fires resulted in the most devastating wildfires in the history of the State of California. In Sonoma County alone, the fires caused the death of at least 24 people, charred 110,720 acres, destroyed 6,950 structures (including 5,091 housing structures), and displaced more than 100,000 Sonoma County residents.

The Sonoma Complex Fires left a large debris field in their wake, which creates unique removal concerns due to the potential presence of hazardous materials and the large scale of the incident and poses a threat to public health and safety. Debris cleanup has proceeded via both public and private cleanup programs. The total number of properties included within the debris removal program was 4,866, including 3,691 properties that participated in the public cleanup program, and 1,175 properties that participated in the private program.

As of April 10, 2018, 2,895 of the 3,691 public properties have been cleared and released back to the respective property owner as "ready to rebuild," while 772 of the 1,175 properties in the private program have been cleared and released back to the respective property owners as "ready for rebuild." Despite the remarkable efforts of the debris removal forces, 796 public-program properties and 423 private-program properties still remain to be cleared and/or released back to the respective property owners.

The cleanup efforts in Sonoma County were aided by a relatively light rainy season, a series of late season rainstorms have dropped more than 10 inches of rain on the fire burned areas in a short amount of time. As long as the fire debris properties remain to be cleared on the ground, it poses an imminent and extensive threat to public health and safety, the environment (including creating serious concerns for water quality and supply due to the presence of hazardous materials and the damage to sewer service laterals), public infrastructure, and undamaged property.

California Penal Code section 396 prohibits price gouging in times of emergency. These protections are automatically in place for the first 30 days after any local emergency and may be extended for additional 30-day increments by the local legislative body in conjunction with the continuation of declaration of emergency. Here, the Governor issued Executive Order EO-B-43-17 on October 18, 2017, which, among other things, provided that the provisions of California Penal Code section 396 prohibiting price gouging in times of emergency would remain in effect until April 18, 2018 to protect the disaster survivors in the affected counties and waived the 30-day time period limitation under subsection (b). That Executive Order is set to expire on April 18, 2018, and as of the date of this Board packet was published, the Governor had not renewed Executive Order EO-B-43-17 extending the provisions of California Penal Code section 396 beyond April 18, 2018. The potential for price gouging created by the unprecedented loss of housing stock and the demand for building supplies continues to be a serious threat to the public welfare. Staff recommend that the Board extend the prohibitions against price gouging for an additional 30 days in conjunction with the extension of the proclamation of local emergency. When the county proclaims a local emergency pursuant to California Government Code section 8630 based upon conditions that include both incorporated and unincorporated territory of the county, it is not necessary for the incorporated cities within said County to independently proclaim the existence of a local emergency. Resolution No. 17-0389 (as subsequently extended) ratifying the County Administrator's Proclamations of the existence of a local emergency relating to the Sonoma Complex Fires extended to the entire Sonoma County Operational Area, including all incorporated cities within the County. Accordingly, the extension of the provisions of Penal Code section 396 in conjunction with the county-wide proclamation of local emergency will extend to all incorporated cities as well.

Staff recommend that the Board adopt the attached Resolution (i) finding that the severity and pervasiveness of the Sonoma Complex Fires disaster poses an ongoing and imminent threat to public safety and undamaged property that warrants the need to extend the local emergency as authorized by Government Code section 8630, (ii) approving a 30-day extension of the Proclamation of local emergency; and (iii) concurrently approving a 30-day extension of the provisions of California Penal Code section 396 prohibiting price gouging in times of emergency.

Prior Board Actions:

March 20, 2018 - Board adopted Resolution NO. 18-0095 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires
February 20, 2018 - Board adopted Resolution NO. 18-0068 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires
February 13, 2018 - Board adopted Resolution NO. 18-0056 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires
January 23, 2018 - Board adopted Resolution NO. 18-0022 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires
December 29, 2017: Board adopted Resolution No. 17-0515 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires
December 5, 2017: Board adopted Resolution No. 17-0457 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

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

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

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			

Funding Sources

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

Narrative Explanation of Fiscal Impacts:

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:
Attachment A: Resolution Declaring Need for Continuing The Local Emergency
Related Items "On File" with the Clerk of the Board:



County of Sonoma

State of California

Date: April 17, 2018

Item Number: _____
Resolution Number: _____



**RESOLUTION OF BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA
DECLARING THE NEED FOR CONTINUING THE LOCAL EMERGENCY PURSUANT TO GOVERNMENT
CODE SECTION 8630 DUE TO THE SONOMA COMPLEX FIRES AND CONCURRENTLY EXTENDING THE
PROVISIONS OF CALIFORNIA PENAL CODE SECTION 396 PROHIBITING PRICE GOUGING IN TIMES
OF EMERGENCY FOR ANOTHER 30 DAYS**

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

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

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

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

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

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

WHEREAS, California Penal Code section 396 prohibits price gouging in times of emergency; and

WHEREAS, said Penal Code section 396 authorizes the Governor and the local legislative body upon the declaration of a state of emergency by the President of the United States or the Governor, or upon the declaration of a local emergency by a local governing body, to invoke the provisions of section 396 and to extend them for successive 30-day periods as needed to protect the lives, property, or welfare of the citizens; and

WHEREAS, on October 18, 2017, the Governor issued Executive Order EO-B-43-17 which, among other things, provided that the provisions of California Penal Code section 396 prohibiting price gouging in times of emergency would remain in effect until April 18, 2018 to protect the disaster survivors in the affected counties and waived the 30-day time period limitation under subsection (b); and

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

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

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

WHEREAS, the total number of properties included within the debris removal program is 4,866, including 3,691 properties that participated in the public cleanup program, and 1,175 properties that participated in the private program; and

WHEREAS, as of April 10, 2018, 2,895 of the 3,691 public properties have been cleared and released back to the respective property owner as "ready to rebuild;" and

WHEREAS, as of April 10, 2018, 772 of the 1,175 properties in the private program have been cleared and released back to the respective property owners as "ready for rebuild;" and

WHEREAS, despite the remarkable efforts of the debris removal forces, 796 public-program properties and 423 private-program properties still remain to be cleared and/or released back to the respective property owners; and

WHEREAS, the cleanup efforts in Sonoma County were aided by a relatively light rainy season, a series of late season rainstorms have dropped more than 10 inches of rain on the fire burned areas in a short amount of time; and

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

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

WHEREAS, the potential for price gouging created by the unprecedented loss of housing stock in an already impacted housing market remains a serious threat to the public welfare; and

WHEREAS, as of the date of adoption of this Resolution, the Governor has not renewed Executive Order EO-B-43-17 extending the provisions of California Penal Code section 396 prohibiting price gouging in times of emergency beyond April 18, 2018; and

WHEREAS, the Board of Supervisors finds it is in the best interests of the general welfare to extend the provisions of California Penal Code section 396; and

WHEREAS, when a county proclaims a local emergency pursuant to California Government Code section 8630 based upon conditions that include both incorporated and unincorporated territory of the county, it is not necessary for the incorporated cities within said County to also proclaim the existence of a local emergency independently; and

WHEREAS, incorporated cities within a county are bound by county rules and regulations adopted by the county pursuant to California Government Code section 8634 during a county proclaimed local emergency when the local emergency includes both incorporated and unincorporated territory of the county, even if the cities do not independently proclaim the existence of a local emergency; and

WHEREAS, Resolution No. 17-0389 ratifying the County Administrator's Proclamations of the existence of a local emergency relating to the Sonoma Complex Fires extended to the entire Sonoma County Operational Area, including all incorporated cities within the County.

NOW, THEREFORE, IT IS HEREBY DECLARED that the Board of Supervisors hereby finds there is an ongoing and imminent threat to public safety and undamaged property that warrant the need to extend the local emergency as authorized by Government Code section 8630; and

IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency ratified by Resolution No. 17-0389, as previously amended and extended by Resolution No. 17-0431 on November 7, 2017, and subsequently extended for a further 30 days by Resolution No. 17-0457 on December 5, 2017, and for a further 30 days by Resolution No. 17-0515 on December 29, 2017, and for a further 30 days by resolution No.18-0022 on January 23, 2018, and for a further 30 days by resolution No.18-0056 on February 13, 2018, and for a further 30 days by resolution No.18-0068 on February 27, 2018, and for a further 30 days by resolution No.18-0095 on March 20, 2018 is hereby extended for another 30 days in accordance with Government Code section 8630 and shall continue in full force and

Resolution #
Date: April 17, 2018
Page 4

effect as originally proclaimed by the County Administrator on October 9, 2017, and nothing contained herein shall be construed modify, invalidate, or otherwise affect any provision of said Proclamation of local emergency; and

IT IS FURTHER PROCLAIMED AND ORDERED that the provisions of California Penal Code section 396 prohibiting price gouging in times of emergency shall be extended for another 30-days and shall remain in effect until May 17, 2018, unless further extended by this Board; and

IT IS FURTHER PROCLAIMED AND ORDERED that if the Governor extends renewed Executive Order EO-B-43-17 extending the provisions of California Penal Code section 396 prohibiting price gouging in times of emergency beyond April 18, 2018, the provisions in this ordinance extending the provisions of said Section 396 for 30-days shall be superseded and replaced by the Governor's Executive Order. In such event, all other provisions of this Resolution shall remain in full force and effect as adopted.

PASSED AND ADOPTED by the Board this 17th day of April, 2018.

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

William F. Rousseau, 707-565-1876

Supervisorial District(s):

All

Title: Consolidation of Elections to be held with the June 5, 2018, Statewide Primary Election

Recommended Actions:

Adopt the resolution authorizing consolidation for all jurisdictions that have submitted requests for consolidation of election with the June 5, 2018, Statewide Primary Election, as required by the Elections Code §10400.

Executive Summary:

The regularly scheduled Statewide Primary Election is set to be held on Tuesday, June 5, 2018. One regional jurisdiction and four local jurisdictions have called elections in their areas for the same date and have requested consolidation as authorized by state law. Elections Code §10400 provides that elections called on the same day as a statewide election shall be consolidated so that matters being voted on in the same territory will appear on the same ballot.

Discussion:

Costs of the elections are shared between the entities involved pursuant to Elections Code §10416. The full costs of conducting these elections will be billed to the involved jurisdictions following the elections.

Copies of resolutions received in the Registrar of Voters Office from local jurisdictions wishing to consolidate with the Direct Statewide Primary Election are on file with the Clerk of the Board.

As of March 9, 2018, the consolidation deadline, the following jurisdictions have requested consolidation of an election to place measures on the June 5, 2018, Statewide Primary Election ballot.

Bay Area Toll Authority
West Sonoma County Union High School District
Alexander Valley Union School District
Harmony Union School District
Coast Life Support District

Prior Board Actions:			
September 12, 2017, Authorized consolidation of the November 7, 2017, Consolidated Elections (Resolution 17-0320)			
Strategic Plan Alignment Goal 4: Civic Services and Engagement			
By conducting elections for local jurisdictions we provide a civic service that also enables and encourages voter participation.			
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Costs of the consolidated elections are shared among all entities involved. Each jurisdiction requesting consolidation with the Statewide Primary Election will pay a pro-rata share of the costs associated with conducting the election.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			

Attachments:
Resolution.
Related Items "On File" with the Clerk of the Board:
Copies of resolutions for local jurisdictions.



County of Sonoma
State of California

Date: April 17, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing Consolidation of any Local Election Which May Be Held on Tuesday, June 5, 2018,
in the Same Territory or in Territory That Is in Part the Same,
With the Statewide Primary Election.**

Whereas, Tuesday, June 5, 2018, is an established election date, and

Whereas, Elections Code §10400 provides that when a local jurisdiction calls an election to be held on the same day as a statewide election, the election shall be consolidated upon the order of the Board of Supervisors;

Now, Therefore, Be It Resolved that the Board of Supervisors does hereby authorize the consolidation of any election held on Tuesday, June 5, 2018, in the same territory, or in territory that is in part the same, provided that the local jurisdictions calling the election requested such consolidation by March 9, 2018, and that each jurisdiction pay its pro-rata share of the costs incurred throughout the conduct of said election.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Caroline Judy, General Services: 707-565-8058
Barbie Robinson, Health Services: 707-565-4777

Supervisorial District(s):

Title: New Lease for the Department of Health Services at 1450 Neotomas Avenue, Santa Rosa

Recommended Actions:

A. Authorize the Board Clerk to publish notice declaring the intent of the Board of Supervisors to execute a lease with Cornerstone Properties II S, LLC as Landlord, for Premises at 1450 Neotomas Avenue, Santa Rosa, California. Premises will be 28,546 rentable square feet consisting of 27,165 rentable square feet of second floor office space and 1,381 rentable square feet of basement office space. The term will be 10 years commencing January 1, 2019, and continuing through December 31, 2028, with two (2) five-year options to extend the lease term through 2038. Initial monthly rent will be fifty-five thousand forty-three and 25/100 Dollars (\$55,043.25), (\$1.95 per square foot of Rentable Area per month for the second floor portion of the Premises plus \$1.50 per square foot of Rentable Area per month for the basement portion of the Premises), with annual rent escalations of three percent (3%). All tenant improvements to the Premises are to be provided by the landlord at the landlord's sole expense at an estimated cost of approximately \$2,000,000.

B. 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 potential execution of the proposed lease and approval by the Board.

Executive Summary:

Purpose. General Services, in consultation with the Department of Health Services, requests Board consideration of a lease at 1450 Neotomas Avenue for 28,546 rentable square feet to be occupied by the Department of Health Services Offices of Administration; Fiscal; Health Policy, Planning & Evaluation; and the Public Health Officer (the "Lease"). The proposed Lease will increase operational efficiency at the Department of Health Services by co-locating offices and functions that are currently in multiple buildings throughout the County. Consolidation of these operations under the same roof will offer a more efficient open layout for improved inter-department visibility and communications. The centralized location will improve access to all Department of Health Services operations throughout

Sonoma County, and provide the Department long term stability that is not available at the current location on Chanate. Board approval of the Lease will allow the Department of Health Services to increase their ability to effectively run their operations and serve the public.

Discussion:

The Department of Health Services Administration; Fiscal; Health Policy; Planning & Evaluation; and the Public Health Officer are currently scattered throughout Santa Rosa. Administration staff currently occupies space in a County owned building at 3313 Chanate Road. Fiscal staff currently occupies space in a County owned building at 3324 Chanate Road. Health Policy & Planning staff currently occupy leased space at 490 Mendocino Avenue under a lease that expires December 1, 2018 and the Public Health Officer currently occupies leased space at 490 Mendocino Avenue.

Department of Health Services leadership had long recognized that the facilities at 3324 Chanate Road, which had been designed and built as clinical facilities, were inefficient and impeded work-flow. However, they were willing to accept these drawbacks to address the business need that the Fiscal Group be close to, if not adjacent to the leadership team.

In March of 2017, the General Services Department initiated a search on behalf of the Department of Health Services to relocate the Fiscal Group because the pending sale of the Chanate Campus will require relocation of the Fiscal Group, but not the Administration operations. The initial search focused on properties close to the County Campus and Department of Health Services' Administration operations at 3313 Chanate Avenue because close proximity of the Fiscal Group to Administration operations is required to facilitate exchange of financial information and management direction. However, suitable properties were not available, therefore, in May of 2017, the decision was made by the Department of Health Services that operational efficiencies required simultaneous relocation of Administration and Fiscal operations at the same time to the same Premises.

In June of 2017, the Department of Health Services included its Health Policy, Planning & Evaluation (HPPE) operations at 490 Mendocino Avenue into the plan for the Administration and Fiscal relocation. The HPPE lease was scheduled to expire on October 1, 2018. The Department anticipated that consolidation of HPPE activities into the Department's administrative headquarters would further improve operations and potentially reduce exposure to the higher rent HPPE currently pays for its premises at 490 Mendocino Ave.

In September of 2017 General Services initiated negotiations on behalf of the Department of Health Services for office premises at 1450 Neotomas Avenue in Southwest Santa Rosa near Highway 12. The negotiated lease will commence on January 1, 2019. The initial term will be ten (10) years and expire on December 31, 2028. The County will have two (2) five (5) year options to further extend the lease term to 2038. The Premises will consist of 27,165 rentable square feet of second floor office space and 1,381 rentable square feet of basement office space. The monthly rent will be fifty-five thousand forty-three and 25/100 Dollars (\$55,043.25), (\$1.95 per square foot of Rentable Area per month for the second floor portion of the Premises plus \$1.50 per square foot of Rentable Area per month for the basement portion of the Premise). All tenant improvements will be provided at the Landlord's sole expense.

In January of 2018, the decision was made by the Department of Health Services to include the Public Health Officer and support staff, currently located at 490 Mendocino Avenue, with the Administration, Fiscal, and HPPE relocation to increase operational efficiency. The Public Health Officer's lease at 490 Mendocino can be terminated by the County for a fee of 3 month's rent, equaling approximately \$7,000.

Significant reasons for the Department of Health Services to relocate include the requirement that Fiscal operations relocate from 3324 Chanate upon the sale of the Chanate complex; and, the desire by the Department of Health Services to consolidate Administrative, Fiscal, Planning and Public Health operations for operational efficiency. If approved by the Board, over 100 employees of Department of Health Services would relocate to Neotomas from the existing three properties.

If this Lease is not approved the Department of Health Services will recommence its search for suitable space. While this search is underway the Department of Health Services will retain occupancy of its current premises at 3324 and 3313 Chanate Road, and 490 Mendocino Avenue.

Your approval of the proposed Lease will increase operational efficiency by consolidating complementary operations under one roof, with a more functional floor plan. The Lease includes a provision whereby the lease can be terminated, by paying a termination fee, should the County Government Center campus redevelopment take place and space is available for Health to be relocated with other County operations.

Lease Agreement. The proposed Lease Agreement between Cornerstone Properties II S, LLC as Landlord and the County of Sonoma, as Tenant contains the following key provisions:

1. Ten (10) year initial lease term running from January 1, 2019 to December 31, 2028.
2. Two (2) options that each extend the term an additional five (5) years at a rental rate set at 95% of the prevailing market rate, enabling the County to maintain control of the Premises through December 31, 2038. Each extension option is subject to written notice from the County at least 12 months prior to the end of the then current term.
3. Premises total 28,546 rentable square feet consisting of 27,165 rentable square feet of second floor office space and 1,381 rentable square feet of basement office space.
4. Rent is fifty-five thousand forty-three and 25/100 Dollars (\$55,043.25), (\$1.95 per square foot of Rentable Area per month for the second floor portion of the Premises plus \$1.50 per square foot of Rentable Area per month for the basement portion of the Premises.
5. Annual rent escalations of three percent (3%).
6. On-site parking spaces are provided free of charge.
7. Landlord will provide an estimated \$2,000,000 in tenant improvements at the Landlord's sole cost.
8. The County maintains the right to terminate the Lease Agreement at any time with three hundred sixty five (365) days' written notice for lack of funding or if the County has substantively initiated development of a new County Administration Center. The Lease Termination Fee is a fixed amount that declines each month. As example if the County elects to terminate at month sixty the termination fee would be \$1,256,726; at month eighty-four the termination fee would be \$805,927. A month-by-month description of the termination fee is attached to the Lease as Exhibit I.

County staff, with input from real estate brokerages, determined that the negotiated rent, lease terms and Landlord's Tenant Improvements contribution represent an acceptable fair market rental rate for the location and is consistent with rates and lease terms of other office tenants in the area. Further, current DHS occupancy costs of County-owned and leased property DHS will be relocating from will be the substantially the same in the new premises

The projected Year One rent at 1450 Neotomas for the 108 staffpersons who will be relocated will be \$660,525 (\$6,116 per employee) per year. This is \$3,596 less than the Department of Health Services' current real estate costs for staff being relocated: consisting of A87 costs of \$400,520 for Administration and Fiscal use of 3313 and 3324 Chanate, plus \$263,601 of lease costs for HPPE and the Public Health Officer at 490 Mendocino Avenue.

The proposed Department of Health Services Lease will be located in 1450 Neotomas Avenue, a three story office building with free underground and perimeter parking. The Premises will be renovated at an estimated cost of \$2,000,000 by the landlord at the landlord's sole cost. The resulting 28,546 rentable square foot Premises will consist of 27,165 rentable square feet of second floor office space, representing the entire floor, and 1,381 rentable square feet of basement office space. Not included in the rentable area are balconies and an outdoor patio directly accessible from the Premises.

Project Costs and Construction Schedule.

The total relocation cost to the Department of Health Services is estimated to be \$723,720 consisting of:

- \$436,000, (approximately \$4,037 per employee) to relocate most of the existing furniture;
- \$250,700 (approximately \$2,300 per employee) for Information Systems Department services and cabling costs;
- \$30,000 for Proximity Card installations (approximately \$275 per employee); and,
- \$7,020 for a lease buy-out fee to terminate the Public Health Officer's current lease at 490 Mendocino Avenue.

This budget was developed through a process that minimized new furniture purchases. A significant portion of the furniture will be provided by the Landlord at no cost to the Department. Salvageable furniture currently used by staff will be moved to the new premises.

The Landlord will complete all tenant improvements. The landlord estimates tenant improvements will cost approximately \$2,000,000. The tenant improvements will be made at the landlord's sole expense, with estimated completion in December of 2018.

Chanate Campus Disposal.

The County is in negotiations for sale of the Chanate Campus. Programs that are scheduled to remain after sale of the Campus are the Public Health Lab and the Morgue/Coroner's Office. During upcoming Budget Hearings General Services will bring to the Board recommendations to secure and maintain the Campus, including vacated facilities and buildings, through the sale of the property.

Regulatory Conformance. The project conforms with all regulatory requirements.

Procedural Authority. Government Code Section 25350 requires publication of notice of the Board’s intent to enter into a lease for three successive weeks prior to execution of the lease agreement where it is valued at more than \$50,000. If your Board takes the requested action, this matter will return to the Board on or after May 22, 2018, for Board consideration and approval of the proposed lease.

Prior Board Actions:

None

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

This Lease will allow the Department of Health Services uninterrupted operations for up to twenty (20) years at its new site. The proposed Lease will increase operational efficiency at the Department of Health Services by enabling these operations to work together under the same roof, occupy space that offers a more efficient open layout for improved inter-department visibility and communications, be in a more centralized location for improved access to all Department of Health Services operations throughout Sonoma County, enjoy long term stability not available at the Department of Health Services current location on Chanate, and better serve the Public.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		\$1,109,022	\$670,424
Additional Appropriation Requested			
Total Expenditures		\$1,109,022	\$670,424
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other		\$1,109,022	\$670,424
Use of Fund Balance			
Contingencies			
Total Sources		\$1,109,022	\$670,424
Narrative Explanation of Fiscal Impacts:			
<p>Rent and relocation expenses for FY 18-19 and FY 19-20 will be included in the Department of Health Services budget. The Department will use 1991 Health Realignment for these expenses. While the Department of Health Services recognizes the effect of recent Fires on the County overall budget as well as the \$18 million dollar programmatic deficit facing the Department, the Department considers the one-time investment of \$723,720 to consolidate Administration and Fiscal Functions, and the full Senior Staff into a single facility will improve communications, operations, coordination and oversight of the Department's fiscal and service delivery obligations.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
Attachment 1: Notice of Intent to Lease Attachment 2: A & E Guarantee Letter			
Related Items "On File" with the Clerk of the Board:			
None			

**PUBLIC NOTICE
OF INTENT OF COUNTY
TO EXECUTE AN AGREEMENT 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 with Cornerstone Properties II S, LLC as Landlord, for Premises at 1450 Neotomas Avenue, Santa Rosa, California for 28,546 rentable square feet consisting of 27,165 rentable square feet of second floor office space and 1,381 rentable square feet of basement office space for a term of 10 years commencing January 1, 2019, and continuing through December 31, 2028, with two (2) five-year options to extend the lease term through 2038, at an initial monthly rent of fifty-five thousand forty-three and 25/100 Dollars (\$55,043.25), (\$1.95 per square foot of Rentable Area per month for the second floor portion of the Premises plus \$1.50 per square foot of Rentable Area per month for the basement portion of the Premise), with annual rent escalations of three percent (3%), with all tenant improvements to the Premises are to be provided by the landlord at the landlord's sole expense at an estimated cost of approximately \$2,000,000; and to authorize the General Services Director to execute an interim month-to-month lease with Cornerstone Properties II S, LLC as Landlord, at 1450 Neotomas Avenue, Santa Rosa, California for a Premises of up to 18,000 rentable square feet for a term not to exceed either twelve (12) months or the commencement date of a new 10 year lease in the building, whichever is sooner, at a rent not to exceed \$35,000 per month, for immediate occupancy by the Department of Health Services Administration and Fiscal groups if deemed necessary by the County due to loss or interrupted use of Department of Health Services' facilities on Chanate. Additional information regarding the proposed Lease Agreement 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 March 13, 2018 at 8:30 a.m., at the Sonoma County Administration Building, Room 102A, 575 Administration Drive, Santa Rosa, California to consummate the Sublease Agreement.

Clerk of the Board of Supervisors

Attachment 1

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



SONOMA COUNTY
GENERAL SERVICES DEPARTMENT

CAROLINE JUDY
DIRECTOR

[TIVE SERVICES](#) • [ENERGY & SUSTAINABILITY](#) • [FACILITIES DEVELOPMENT & MANAGEMENT](#) • [FLEET OPERATIONS](#) • [PURCHASING](#)

VIA Certified Mail, Return Receipt Request, and Email

April 10, 2018

Cornerstone Properties, Inc.
Attn: Mike Wagner
1435 North McDowell Boulevard, Suite 110
Petaluma, CA 94954

Re: Proposed Lease Agreement between CORNERSTONE PROPERTIES II S, LLC., a California corporation ("Landlord"), and the COUNTY OF SONOMA, a political subdivision of the State of California ("Tenant") for the premises located at 1450 Neotomas Avenue, Santa Rosa, CA ("Premises")

Dear Mr. Wagner,

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 May 30, 2018, 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 May 30, 2018, 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 Thousand and No/100 Dollars (\$30,000.00), nor shall County be required to reimburse Landlord for any costs incurred after May 30, 2018.
- (3) In the event the Lease is executed by County after May 30, 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.

Very truly yours,

Caroline Judy, Director
General Services Department
County of Sonoma

“Landlord”: Gilmore Development Properties, Inc., a California corporation

By: _____

Name: _____

Title: _____

Date: _____

“County”: County of Sonoma, a political subdivision of the State of California

By: _____

Caroline Judy, Director
General Services Department

Date: _____

C: Barbie Robinson
Rod Stroud



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Ellen Bauer, 565-4418; Kim Caldewey, 565-6671

Supervisorial District(s):

Title: Dental Health Program Agreement Amendment

Recommended Actions:

Authorize the Director of Health Services to execute the first amendment to an agreement with Sonoma County Indian Health Project to implement the Cavity Free Sonoma Pilot Program, increasing the amount by \$7,819 to reflect increased costs associated with the provision of services, resulting in a new total not-to-exceed amount of \$185,514 through December 31, 2020.

Executive Summary:

On May 9, 2017 the Board approved a grant from the California Department of Health Care Services to fund implementation of *Cavity Free Sonoma*, a four-year pilot project developed by the Sonoma County Dental Health Network partners. Funded by this grant were several services agreements with community health centers to support implementation of the project, including an agreement with Sonoma County Indian Health Project for \$177,695 through December 2020, which was approved by the Board on August 1, 2017. This item requests authority to execute the first amendment to the Sonoma County Indian Health Project agreement to reflect increased costs associated with the provision of services.

Discussion:

On May 9, 2017, the Board approved a grant from the California Department of Health Care Services to fund implementation of *Cavity Free Sonoma*, a four-year pilot project developed by the Sonoma County Dental Health Network partners. *Cavity Free Sonoma* supports the vision of achieving 75 percent of five year olds being cavity-free by 2020. *Cavity Free Sonoma* implementation includes contracting with local clinics to: 1) support the implementation of the Centers for Medicare and Medicaid Services' standard caries (cavities) risk assessment, which is a tool used to identify individual risk for dental disease; 2) develop treatment plans and protocols based on standardized caries risk assessments; and 3) employ clinic-based community dental health workers to provide culturally competent, language-appropriate client centered services.

Through the services agreement, Sonoma County Indian Health Project supports the implementation of standardized caries risk assessments, treatment plans, and protocols. The agreement provides for a community dental health worker who works to ensure caries risk assessment completion and provides culturally competent, language-appropriate client centered services. Services provided by the community dental health worker, in addition to conducting caries risk assessments, include conducting motivational interviews with parents and caregivers, coordination of chronic disease treatment, and assisting with downloading and usage of the mobile dental health application. In addition, a project supervisor coordinates efforts of the community dental health worker; participates in the *Cavity-Free Sonoma* steering committee; ensure training for clinic staff on caries risk assessment procedures, program coding, and data reporting; oversees data collection; participates in quality assurance and quality improvement process activities; and reports on project progress.

A key component of *Cavity Free Sonoma* is the mobile dental health application. Promoting successful implementation of this application requires reliable wireless access for the community dental health worker to demonstrate to caregivers how to download and use. The increased funding will support Wi-Fi capabilities and allow for installation of the mobile dental health application at Sonoma County Indian Health Project's site. This use of funds is appropriate and necessary for Sonoma County Indian Health Project to fulfill the requirements of their participation in this pilot project.

Prior Board Actions:

On August 1, 2017 the Board authorized the Director of Health Services to execute an agreement with Sonoma County Indian Health Project in an amount not to exceed \$177,695 for the period of August 1, 2017-December 31, 2020 to support the implementation of standardized Caries Risk Assessments and onsite Community Dental Health Workers.

On May 9, 2017 the Board authorized the Director of Health Services to execute a grant agreement with the California Department of Health Care Services to accept \$3,507,767 in revenue to implement a Dental Transformation Initiative Local Dental Pilot Project, called Cavity Free Sonoma, for the period of May 15, 2017 through December 31, 2020.

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

This action supports overall health, including the healthy development and education of children, by reducing the burden of dental disease among children from low-income families.

Fiscal Summary					
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected		
Budgeted Expenses	1,098	2,633	2,712		
Additional Appropriation Requested		0	0		
Total Expenditures	1,098	2,633	2,712		
Funding Sources					
General Fund/WA GF					
State/Federal	1,098	2,633	2,712		
Fees/Other					
Use of Fund Balance					
Contingencies					
Total Sources	1,098	2,633	2,712		
Narrative Explanation of Fiscal Impacts:					
<p>Additional funding of \$1,098 is included in the FY 17-18 budget; approval of the proposed amendment will not impact the Department's budget. Additional funding for the proposed amendment will be included in the appropriate future year budgets as follows: FY 18-19 - \$2,633, FY 19-20 - \$2,712, and FY 20-21 - \$1,376. A summary of current and proposed funding for this agreement is included in the table below.</p>					
	FY 17-18 (\$)	FY 18-19 (\$)	FY 19-20 (\$)	FY 20-21 (\$)	Total (\$)
Current Agreement Funding	43,825	52,457	54,033	27,380	177,695
Proposed Amendment Funding	1,098	2,633	2,712	1,376	7,819
Totals	44,923	55,090	56,745	28,756	185,514
Staffing Impacts					
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)		
Narrative Explanation of Staffing Impacts (If Required):					
None					
Attachments:					
Amendment to agreement with Sonoma County Indian Health Project					
Related Items "On File" with the Clerk of the Board:					
None					

**MODIFICATION NUMBER ONE OF
AGREEMENT FOR SERVICES BETWEEN
COUNTY OF SONOMA AND
SONOMA COUNTY INDIAN HEALTH PROJECT, INC.**

On August 10, 2017, the County of Sonoma, a political subdivision of the State of California, (hereinafter referred to as "County") and Sonoma County Indian Health Project, Inc.(hereinafter referred to as "Contractor") entered into a services agreement (hereinafter referred to as "Agreement").

Pursuant to Section 13.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Exhibit A (Scope of Work) is hereby deleted and replaced in its entirety with the attached Exhibit A (Scope of Work).
2. Exhibit B (Budget) is hereby deleted and replaced in its entirety with the attached Exhibit B (Budget).
3. Section 2.2 (Maximum Payment Obligation) is hereby revised to read as follows:

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$185,514 under the terms and conditions of this Agreement.

4. Article 8 (Extra or Changed Work) is hereby revised to read as follows:

8. Extra or Changed Work

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

5. Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) is hereby revised to read as follows:

12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO COUNTY:

Kim Caldewey
Health Program Manager
Health, Policy, Planning and Evaluation Division
Department of Health Services
County of Sonoma
490 Mendocino Avenue, Suite 101
Santa Rosa CA 95401
707.565.6671
kim.caldewey@sonoma-county.org

TO CONTRACTOR:

Alan Finnie
Projects Manager
Sonoma County Indian Health Project, Inc.
1381 University St
Healdsburg CA 95448
707-433-5494
afinnie@alliancemed.org

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

Except as expressly modified herein, all terms and conditions of Agreement shall remain in full force and effect.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties have caused this modification to be duly executed by their authorized representatives this _____ day of _____, 20____.

CONTRACTOR:

Betty J. Arterberry, CEO
Sonoma County Indian Health Project, Inc.

Dated

COUNTY OF SONOMA:

Certificate of Insurance on File with County:

Barbie Robinson, Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Exhibit A. Scope of Work

A. Infrastructure		
Strategies and Activities	Deliverable/Output	Time Frame
1. Identify current clinic staff who will act as the Cavity-Free Clinic Supervisor.	Clinic supervisor identified	September 2017
2. Cavity-Free Clinic Supervisor: a) Coordinate program work with the Community Dental Health Worker (CDHW). b) Report on progress. c) Oversee data collection. d) Participate in Cavity-Free Sonoma Steering Committee.	Clinic supervisor attended at least 90% of scheduled meetings	September 2017 – December 31, 2020
3. Participate in quality assurance and quality improvement process activities.	Clinic staff participated in program improvement activities as recommended by the Steering Committee	September 2017 – December 31, 2020
4. Adopt and support use of the Standardized Caries Risk Assessment (CRA).	100% of participating dental providers completed Caries Risk Assessment training and submitted completion certificates as follows: (a) original to California Department of Health Care Services and (b) copy to County	September 2017
5. Cavity-Free Supervisor conduct training, either one-on-one or in a group setting, for all clinic staff as appropriate on: CRA, program coding, and data reporting.	100% appropriate staff, as determined by Supervisor, have received relevant training to enable implementation of the Cavity Free Sonoma program.	September 2017

A. Infrastructure		
Strategies and Activities	Deliverable/Output	Time Frame
6. Ensure clinic staff are trained to conduct CRAs, program coding, and data reporting.	Supervisor report to Steering Committee	September 2017 ongoing as needed

B. Intervention		
Strategies and Activities	Deliverable/Output	Time Frame
1. Conduct CRA for children 0–6 years of age. Yearly targets as follows: 2017: 50 children 2018: 125 children 2019: 250 children 2020: 500 children	CRAs conducted on children 0-6 to reach their yearly targets	Ongoing
2. Recruit and hire CDHW, 1.0 FTE.	One CDHW candidates selected, completed all requirements for hire	September 2017
3. CDHW will conduct motivational interviews with parents/caregivers, assist with telephone application download, and coordinate chronic disease treatment. Care-managed children who complete treatment plans – yearly targets as follows: 2018: 35% 2019: 45% 2020: 55%	The CDHW provided in-clinic workspace and trained to clinic systems and services CDHW participated in regular quality-assurance meetings monthly program evaluation CDHW provided care management to increasing proportion of children (3% increase annually)	September 2017 and activities are ongoing

B. Intervention		
Strategies and Activities	Deliverable/Output	Time Frame
4. CDHW will assist parents in the downloading and usage of the Sonoma Smiles application.	100% of CDHWs trained to support and integrate caregiver use of the Sonoma Smile App CDHW tracked SSA download and number of caregivers seen CDHW provided support and coaching with caregivers via an iPad preloaded with the SSA	September 2017 – December 31, 2020 Caregivers who meet with CDHWs have downloaded SSA – yearly targets: 2017: 50% 2018: 65% 2019: 75% 2020: 80%
C. Data		
Strategies and Activities	Deliverable/Output	Time Frame
1. Collect and report quarterly data.	Data and progress reports quarterly submitted per project schedule (See tables 5, 6, and 7 of Cavity Free Sonoma Pilot Project)	September 2017 – December 31, 2020
2. Participate in development of yearly report.	Data provided and yearly reports final-reviewed	Calendar year-end report: 2017, 2018, 2019, 2020.

Exhibit B. Budget

Category	FY 17-18 (\$)	FY 18-19 (\$)	FY 19-20 (\$)	FY 20-21 (\$)	Total (\$)
Personnel					
	28,318	34,896	35,946	18,240	117,400
Community Dental Health Worker (CDHW)					
Cavity-Free Clinic Supervisor	3,072	2,718	2,800	1,420	10,010
Fringe (25%)	7,848	9,404	9,686	4,915	31,853
Total Personnel	39,238	47,018	48,432	24,575	159,263
Expenses					
	275	225	225	75	800
Operating Expenses					
Travel	231	325	339	174	1,069
Total Expenses	506	550	564	249	1,869
Indirect (20% of Total Personnel, not including Fringe)	5,179	7,523	7,749	3,932	24,383
Total	44,923	55,090	56,745	28,756	185,514

Hourly Rates of Personnel

Personnel	CY 17 (\$/Hr)	CY 18 (\$/Hr)	CY 19 (\$/Hr)	CY 20 (\$/Hr)
Community Dental Health Worker (CDHW)	16.05	16.53	17.03	17.54
Cavity-Free Clinic Supervisor	25.00	25.75	26.52	27.32



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Barbie Robinson, 565-7876

Supervisorial District(s):

Title: Prescription Discount Card Program Agreement

Recommended Actions:

Authorize the Director of Health Services to execute an agreement with Financial Marketing Concepts, Inc. dba Coast2Coast Rx Discount Card Program for managed pharmacy benefit services and any future amendments that do not significantly change the scope of work.

Executive Summary:

Financial Marketing Concepts, Inc. dba Coast2Coast Rx Discount Card Program is a private company that has developed a discount prescription card program that is honored by all major pharmacies throughout Sonoma County. Financial Marketing Concepts will produce and make discount cards available to County residents free of charge, administer the discount program, and pay the County a royalty for every prescription filled pursuant to the program in exchange for the County's support in publicizing the discount program and distribution of membership cards. Financial Marketing Concepts has negotiated agreements with government agencies throughout the United States, including several California counties. This program has offered savings of up to sixty-five percent annually for participating residents in other counties. The royalty payment does not increase the price of prescriptions for users, as it is paid by Financial Marketing Concepts from the customary dispensing fees charged to participating pharmacies.

Discussion:

California State Association of Counties has contracted with Financial Marketing Concepts, Inc. dba Coast2Coast Rx Discount Card Program to provide prescription drug discount cards for member counties to offer to all County residents, regardless of age, income, or existing health coverage. California State Association of Counties has endorsed the Financial Marketing Concepts program for over seven years, and 34 California counties have implemented the program. Primarily for uninsured and underinsured residents, it is also available to those who have prescription coverage but require drugs not covered by their health plan. The discount card will provide the following benefits to Sonoma County residents:

- Up to 85% savings on brand name or generic drugs
- Overall average annual savings up to 65%
- Over 60,000 drugs are included in the plan
- The card can be printed immediately from the Coast2Coast website, which offers an online pricing tool to estimate prescription costs and a pharmacy locator
- In some cases the card can be used to cover gaps in Medicare Part D prescription medication coverage
- No enrollment fees or forms
- No health, age, or income restrictions
- Can be used at nearly all major pharmacy chains nationwide
- Family coverage with just one card, usable anywhere in the U.S.

In 2017, an estimated 8.7 percent (approximately 44,000) of Sonoma County residents under the age of 65 did not have health insurance. The percentage of uninsured foreign born, non-citizens remains more than three-fold higher than individuals born in the United States and is the largest sub-group of remaining uninsured. As such, many County residents still need access to options for supplementing their current health coverage or obtaining access to health and drug services. Prescription discount drug cards can help in filling health coverage gaps.

The County will bear no cost for entering into this partnership with Financial Marketing Concepts and will receive revenue generated when participants use the discount card to purchase prescribed medications. Financial Marketing Concepts will pay a royalty to the County of Sonoma based on the use of the card at the rate of \$1.25 per paid claim on a monthly basis. The royalty payment will not increase the price residents pay for prescription drugs as it is paid by Financial Marketing Concepts from dispensing fees charged to participating pharmacies.

Based on the recent experience of the program in Ventura County, it is estimated that approximately 4,000 prescriptions per month would be filled under the program, resulting in a royalty payment of \$2,000 per month or \$24,000 per year. Financial Marketing Concepts advises that organizations that publicize the cards realize even greater revenues.

The proposed Pharmacy Discount Card program is an excellent program that will generate revenue for the County while providing County residents and employees with the opportunity to reduce their prescription medication costs.

Upon Board approval, Health Department staff will develop a press release through which all County residents and County employees will be informed and educated on how to access and use the Pharmacy Discount Card Program.

Currently the County of Sonoma has an agreement with Caremark (through National Association of Counties) to offer its prescription drug card to residents. The Caremark agreement currently only offers prescription discount benefits. Upon approval of this agenda item, the Coast2Coast Rx card will be offered as an additional option for County residents; the Caremark contract will continue. Adding the Coast to Coast card will provide residents additional health and dental benefits not offered by Caremark.

The Discount Card Program will be administered by the Department of Health Services and efforts to distribute the cards and educate County residents will be coordinated with the Human Services Department. Once the program has been implemented, Financial Marketing Concepts will become the sole contact for program information and for any issues that may arise between the pharmacies and

residents. Therefore, other than processing requests for new cards from selected card sites, the Department anticipates minimal staff time to sustain the program. Financial Marketing Concepts will provide monthly online card usage and savings reports to the County.

Prior Board Actions:

On December 4, 2007 the Board approved a Managed Pharmacy Benefit Services Agreement with Caremark, including Department of Health Services authorization to execute any future amendments that do not significantly change the scope of work.

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

Implementing the Prescription Discount Card Program in Sonoma County makes prescription drugs more affordable and increases access to needed medications.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures	0	0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0

Narrative Explanation of Fiscal Impacts:

While the proposed agreement provides that Financial Marketing Concepts will bear the direct cost of marketing the program and distributing discount cards, there will likely be some incidental County expenses, such as for staff time, involved in the implementation and administration of the program. Such expenses will be offset, to an extent, by any royalties received. The County will receive unspecified revenue based on participant use of the program.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):
N/A
Attachments:
Agreement with Financial Marketing Concepts, Inc. dba Coast2Coast Rx Discount Card Program
Related Items "On File" with the Clerk of the Board:
None

Coast2Coast Rx Card County Marketing Agreement

THIS MARKETING AGREEMENT ("Agreement") dated this _____ day of _____, 2018, by and between Financial Marketing Concepts, Inc., ("FMC") a Florida corporation, d/b/a the *Coast2Coast Rx* Discount Card Program, with its principal place of business at: 1102 A1A North, Suite 202, Ponte Vedra Beach, Florida 32082, and County of Sonoma, a political subdivision of the State of California, ("County") with its principal place of business at 575 Administration Drive, Room 100A, Santa Rosa, California 95403.

W I T N E S S E T H:

WHEREAS, FMC has created a discount prescription card program, specifically, the *Coast2Coast Rx* Card, which provides discounts on prescription medications, and other ancillary discounts as outlined in paragraph #1 below, to individuals and families;

WHEREAS, FMC can provide County the opportunity to offer its *Coast2Coast Rx* discount prescription card to its residents at no cost to County; and

WHEREAS, County is desirous of providing the *Coast2Coast Rx* discount prescription card to its residents at no cost to County.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions in this Agreement contained, it is agreed as follows:

1. Benefits. FMC will provide its *Coast2Coast Rx* discount prescription card at no cost to County, its residents and their family members. In addition to the discounts on prescriptions, the card also offers discounts on dental, vision, hearing, diabetes supplies, lab and imaging tests, and veterinary services, along with other complimentary discounted services that may be added from time to time in the future.

2. Term. This Agreement will automatically renew every year for another one (1) year term unless County gives FMC thirty days (30) written notice to terminate, or unless earlier terminated by default. Royalty to COUNTY will continue to be paid as long as COUNTY's residents continue to fill prescriptions under this program, as long as FMC receives its compensation for those prescriptions, and as long as this Agreement is not terminated by COUNTY, or COUNTY endorses another discount Rx card, excepting the Caremark discount prescription card which County currently endorses. In the event COUNTY terminates this Agreement or endorses another discount Rx card, in addition to the Caremark discount prescription card which County currently endorses, then Royalty will cease. In any event, COUNTY may cancel this Agreement with thirty days (30) written notice for any reason and the royalty will be paid until the end of the thirty-day (30) period of time.

3. FMC's Obligations.

a. FMC will provide to County, its residents and their family members the *Coast2Coast Rx* discount prescription card at no cost to its residents or County, and will pay a Royalty to County based on the use thereof. The Royalty will be paid at the rate as listed on Schedule "A," so long as County does not terminate this Agreement, and has not endorsed another discount prescription card after the execution of this

Agreement, excepting the Caremark discount prescription card which County currently endorses. In the event COUNTY does execute an agreement with another discount prescription card after the execution of this Agreement, excepting the prescription discount card agreement with Caremark and any amendments thereto, the Royalty will cease.

- b. FMC will print, distribute and market the prescription cards for the County at FMC's cost. County will have the opportunity to approve the card design prior to FMC's printing of the card.
- c. FMC will handle all administration of the card including the providing of monthly usage and savings reports online to County. FMC will assign a unique Group Code to County, so that County's usage can be tracked when the card is used at participating pharmacies, whether in County's geographical area or anywhere in the United States, Guam or Puerto Rico.
- d. FMC will distribute its *Coast2Coast Rx* cards to participating pharmacies in the County and to other such governmental offices (such as libraries, health departments, etc.) designated by the County. On an annual basis FMC will return to redistribute and market the card.
- e. FMC will include a link on its www.coast2coastrx.com website for the County to link to from its website that will describe the *Coast2Coast Rx* card program. Using the website, County residents will have the opportunity to print a card, search for participating pharmacies, search for the discounted price of their specific medication(s), and learn about all the other benefits offered by the *Coast2Coast Rx* program.
- f. FMC, with County's prior written approval, will promote, at no cost to County, the program in all appropriate media formats, including newspaper, radio, television and internet.
- g. FMC and its Pharmacy Benefit Manager will not use any resident's information except as necessary to process prescriptions, and for no other purpose whatsoever. Neither FMC nor its Pharmacy Benefit Manager will contact, transfer, share or sell resident information to any third party. Both FMC and its Pharmacy Benefit Manager are HIPAA compliant. Neither FMC nor its Pharmacy Benefit Manager will solicit cardholders to use Pharmacy Benefit Manager's mail order unless directed to do so by County.

4. Federal Health Care Program Status. FMC ensures and certifies that the *Coast2Coast Rx* Discount Card Program is not a Federal Health Care Program as Defined in 42 U.S.C. § 1320a-7b(f).

5. Indemnification. FMC 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 FMC, that arise out of, pertain to, or relate to FMC's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. FMC agrees to provide a complete defense for any claim or action

brought against County based upon a claim relating to such FMC's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. FMC's obligations under this Article apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at FMC's expense, subject to FMC'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 FMC or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. County's Obligations. County will provide the opportunity for its residents to receive FMC's *Coast2Coast Rx* discount prescription card and will issue a press release to announce the launch of the program. FMC may provide a template that can be modified by County to assist in the preparation of the press release.

7. Use of County Name, Logo, or Seal. This Agreement shall not be construed to license the private commercial use of County's name, logo, or seal.

8. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California and, venue for any proceedings shall be in Sonoma County.

9. Notice. Any notice required by this Agreement shall be in writing, by certified mail, to the address of each party first set forth above, or at such other address as may hereafter be designated by either party in writing.

10. Entire Agreement. This Agreement contains all the rights, duties and obligations of each party, and this Agreement may not be modified or amended except in writing, signed by both parties.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF the parties have executed this Agreement on behalf of the corporate entity for which they have legal authority to enter into.

Financial Marketing Concepts, Inc.,
d/b/a the *Coast2Coast Rx* Discount Card Program

By: _____
Martin K. Dettelbach
Chief Marketing Officer

Dated

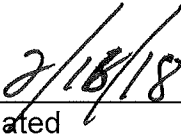
County of Sonoma

By: _____
Barbie Robinson, Director
Department of Health Services

Dated

Approved as to Form:

By:  _____
Sonoma County Counsel

 _____
Dated

IN WITNESS WHEREOF the parties have executed this Agreement on behalf of the corporate entity for which they have legal authority to enter into.

Financial Marketing Concepts, Inc.,
d/b/a the *Coast2Coast Rx* Discount Card Program

By: _____
Martin K. Dettelbach
Chief Marketing Officer

_____ Dated

County of Sonoma

By: _____
Barbie Robinson, Director
Department of Health Services

_____ Dated

Approved as to Form:

By: _____
Sonoma County Counsel

_____ Dated

Schedule "A" for County of Sonoma, California

Coast2Coast Rx Card Program Royalty Payments

FMC has offered the opportunity for County of Sonoma, California, to provide its residents, at no cost to County or its residents and their family members, the *Coast2Coast Rx* card program, and agrees to pay County a royalty as follows:

As long as this Agreement is in full force, then every time a resident or their family member purchases a prescription through a participating pharmacy using the County card, and FMC receives compensation for that prescription, FMC will pay County One Dollar and Twenty-five cents (\$1.25) per paid claim on a monthly basis.

Name and title of person(s) to receive reports and royalty check every month:

Contracts & Board Items Development Unit
Department of Health Services
County of Sonoma
3313 Chanate Road
Santa Rosa CA 95404
707-565-4700
DHS-Contracting@sonoma-county.org

Royalty checks shall be made out to "County of Sonoma Department of Health Services"

FMC Initials: MKD
County Initials: _____



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Melinda Grosch 707-565-2397

Supervisorial District(s):

Fifth

Title: Protective Agricultural Easement for 8170 Pillow Road, Sebastopol

Recommended Actions:

Authorize the Chair of the Board of Supervisors to execute a Grant Deed of Protective Agricultural Easement in connection with a previously approved Lot Line Adjustment between 8170 Pillow Road (APN: 060-221-070), 8090 Pillow Road (APN: 060-221-081), and 8080 Pillow Road (APN: 060-221-082), Sebastopol; LLA16-0030; Supervisorial District 5.

Executive Summary:

The County General Plan and Zoning Code include provisions to allow agricultural parcels to be clustered to maximize their size and usefulness for agriculture while allowing smaller parcels that provide for residential uses. A Grant Deed of Protective Easement is required for configurations which take advantage of this provision. The Easement must be signed by both the County and the property owners. Lot Line Adjustment LLA16-0030 reconfigured three parcels to create a relatively large (19.19 acres) parcel for agricultural uses while resulting in two smaller (1.5 acres each) lots that will be residential in nature. As a result the attached Grant Deed of Protective Easement has been signed by the property owners and now needs to be signed by the Chair of the Board of Supervisors.

Discussion:

Project Description:

The request for a Major Lot Line Adjustment involved land in an agricultural use and land that is not large enough for a viable agricultural use. The Lot Line Adjustment sought to enlarge the agricultural parcel while reducing the size of the non-agricultural parcels.

The Lot Line Adjustment involved three parcels of 14.24 acres, 3.25 acres, and 4.69 acres resulting in three parcels of 19.19 acres, 1.5 acres, and 1.5 acres. The resulting 19.19 acre parcel is planted in vineyards and an orchard and does currently not have any structures. The two 1.5 acre parcels each have a single family dwelling and several outbuildings.

The minimum parcel size in the Diverse Agriculture Zoning District is 10-acres. The Lot Line Adjustment involved two parcels that were already under the minimum parcel size and one that was over the minimum. Section 26-08-30(b) permits the creation of smaller lots where it would further General Plan goals, objectives, and policies, meet General Plan criteria, and where a larger lot remains and is placed under a Grant Deed of Protective Easement. Under the approved Lot Line Adjustment, the Duckhorn parcel (APN 060-221-070) is increased in size to enhance the agricultural use while the Kelson Estate LLC parcel (APN 060-221-082) and the second Duckhorn parcel (APN 060-221-081) are reduced in size to below 10-acres.

The project meets the General Plan goals, objectives, and policies as outlined in the attached resolution. The applicants have agreed to enter a Grant Deed of Protective Easement (Attachment A) for the large parcel that will maintain the agricultural use in perpetuity. The two smaller lots meet the minimum required lot size for parcels that are served by private wells and septic systems. None of the affected parcels are encumbered by a Land Conservation (Williamson) Act Contract. The Protective Agricultural Easement allows only certain new structures such as a single family dwelling, an agricultural employee dwelling, and/or a farm family dwelling. In addition the easement will allow the parcel to be used for all types of agriculture and the development of water sources. All uses allowed are still subject to the rules and regulations of the current and any future zoning designations which apply or may be applied to the property.

Project Location and Zoning:

The project is located just outside Sebastopol at the end of Pillow Road which is 0.2 miles from the intersection of Pillow and Pleasant Hill Road. The affected parcels are all in the DA (Diverse Agriculture) 10-acres per dwelling unit density with the SR (Scenic Resources) combining designation. The Protective Agricultural Easement prevents the larger parcel from being subdivided. Therefore, the Lot Line Adjustment did not result in the potential for additional parcels.

Staff Recommendation:

Staff recommends that the Board of Supervisors authorize the Chair of the Board to execute the Grant Deed of Protective Easement prepared in connection with the previously approved Lot Line Adjustment.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Board of Supervisors has adopted the County’s General Plan and Zoning Code which include measures to preserve a maximum amount of the limited supply of agricultural, open space, scenic, and critical habitat lands within the county. The Grant Deed of Protective Easement is one of the measures used to preserve agricultural land and will protect agricultural investment and support agricultural viability in Sonoma County.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
None.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Resolution Attachment A: Grant Deed of Protective Easement			
Related Items "On File" with the Clerk of the Board:			
Original Signed Grant Deed of Protective Easement for Chair of the Board of Supervisors to Sign			



County of Sonoma

State of California

Date: April 17, 2018

Item Number: _____

Resolution Number: _____

LLA16-0030 Melinda Grosch



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Accepting A Grant Deed Of Protective Easement And Authorizing The Chair Of The Board To
Sign The Easement For Property Located At 8170, 8090, And 8080 Pillow Road, Sebastopol;
APN's: 060-221-070, 060-221-081, And 060-221-082.**

Whereas, the Project Review and Advisory Committee approved a Lot Line Adjustment between Villa Amorosa, the Duckhorn Trust, and the Kelson Estate, LLC which involved three parcels of 14.24 acres, 3.25 acres, and 4.69 acres resulting in three parcels of 19.19 acres, 1.5 acres, and 1.5 acres. The resulting 19.19 acre parcel is planted in vineyards and an orchard and does not currently have any structures. The two 1.5 acre parcels have single family dwellings and several outbuildings. For property located at 8170 Pillow Road (APN: 060-221-070, Villa Amorosa); 8090 Pillow Road (APN: 060-221-081, The Duckhorn Trust), and 8080 Pillow Road (APN: 060-221-082, Kelson Estate LLC), Sebastopol. The resulting 19.19 acre parcel is owned by Villa Amorosa and includes portions of the other two parcels.

Whereas, a condition of approval requires that a protective easement be recorded over the larger parcel to ensure that it continues to support agricultural uses; and

Whereas, the Lot Line Adjustment furthers the General Plan goals Ar-3 and AR-4, objectives AR-3.1 and AR-3.2, and policies AR-3c, AR-3e, and AR-4a; and

Whereas, in accordance with the provisions of law, the Board of Supervisors held a public hearing on April 17, 2018 at which time all interested persons were given an opportunity to be heard; and

Now, Therefore, Be It Resolved, that the Board of Supervisors makes the following findings:

1. The Lot Line Adjustment meets the County requirements for Lot Line Adjustments in that each parcel is currently developable and will be after the Lot Line Adjustment and there is no increase in development potential as a result of the Lot Line Adjustment; and

2. The Lot Line Adjustment meets the County's General Plan goals, objectives, and policies as follows:
 - a. As required by GOAL AR-3 it maintains the maximum amount of land in a parcel size that a farmer would be willing to lease or buy for agricultural purposes.
 - b. As required by Objective AR-3.1 it avoids the conversion of agricultural lands to residential or nonagricultural commercial uses.
 - c. As required by Objective AR-3.2 it maintains the largest land area for agricultural use.
 - d. As required by Policy AR-3c it minimizes the impact of residential parcels on adjacent agricultural operations.
 - e. Policy AR-3e requires an agricultural easement be conveyed to the County in perpetuity on the residual farming parcel.
 - f. Consistent with GOAL AR-4 the 19.19 acre agricultural parcel allows the farmer to manage operations in an efficient, economic manner with minimal conflict with nonagricultural uses.
 - g. As required by Policy AR-4a residential uses on each of the tree affected parcels shall recognize that the primary use of agricultural land may create traffic and agricultural nuisance situations, such as flies, noise, odors, and spraying of chemicals.

Be It Further Resolved that the Board of Supervisors hereby accepts the Grant Deed of Protective Easement and authorizes the Chair to sign and to execute the Protective Easement.

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Sonoma County Board of Supervisors
575 Administration Drive, Room 100A
Santa Rosa, CA 95403-2881

Record free per Gov. Code 27383

**GRANT DEED OF
PROTECTIVE EASEMENT**

This Grant Deed of Protective Easement ("Easement") is made by and between Villa Amorosa, a California corporation ("**GRANTORS**"), and the County of Sonoma, a political subdivision of the State of California ("**COUNTY**"), at Santa Rosa, California, and is dated for convenience as of JAN. 26, 2018

RECITALS

A. **GRANTORS** are the owners of that certain real property located in the unincorporated area of Sonoma County, California, generally known as 8170 Pillow Road, Sebastopol, Assessor's Parcel No. 060-221-070, 060-221-081, and 060-221-082 and more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("the Property").

B. The Property is designated Diverse Agriculture in the Sonoma County General Plan ("the General Plan") and DA (Diverse Agriculture) in the Sonoma County Zoning Code. The Diverse Agriculture land use category and DA zoning district establish permitted residential density and development criteria for parcels having the Diverse Agriculture and DA designations, but allow the reconfiguration and clustering of smaller parcels meeting the specified minimum parcel size requirements if the lot line adjuster applies a protective easement to the portion of the reconfigured property that is intended to remain in agricultural, resource, or other open space use.

C. **GRANTORS** filed Application LLA16-0030 with **COUNTY** requesting approval of a lot line adjustment of the Property and, as part of the lot line adjustment, to cluster parcels in accordance with the requirements of the Diverse Agriculture land use category and DA zoning district ("**GRANTORS'** lot line adjustment application"). As part of **GRANTORS'** lot line adjustment application, **GRANTORS** offered to convey a perpetual protective easement to **COUNTY** over that portion of the Property more particularly described in Exhibit "B," attached hereto and incorporated herein by this reference ("the Protected Parcel"). It is **GRANTORS'** express intent that the Protected Parcel, which constitutes the majority of the Property, remain in agricultural, resource, or other open space use.

D. After consideration of **GRANTORS'** offer, **COUNTY's** Project Review and Advisory Committee ("PRAC") agreed to accept the offer and required **GRANTORS** to convey a protective easement over the Protected Parcel to **COUNTY** as a condition of approval of **GRANTORS'** lot line adjustment application. In accepting **GRANTORS'** offer, PRAC recognized that the lot line adjustment of the Property into the proposed configuration would be beneficial in that it would result in the permanent creation of a large parcel capable of sustaining productive agricultural, resource, or other open space uses instead of the creation of smaller parcels which, by virtue of their size, would have marginal viability for sustaining such uses.

E. Both **GRANTORS** and **COUNTY** desire to preserve the viability of the Protected Parcel for agricultural, resource, or other open space use.

F. **COUNTY's** acceptance of a protective easement on the Protected Parcel is consistent with the General Plan.

G. **COUNTY** has the authority to acquire a protective easement over the Protected Parcel by virtue of its general police power authority and Government Code section 6950 et seq.

OPERATIVE PROVISIONS

1. In consideration of **COUNTY's** approval of **GRANTORS'** lot line adjustment application, the recitals set forth above, and the mutual covenants, terms, conditions, and restrictions contained herein, **GRANTORS** hereby grant, deliver, and convey to **COUNTY** and **COUNTY** accepts a protective easement over the Protected Parcel of the nature and character and to the extent hereafter expressed. The grant of this Easement shall run with the Protected Parcel in perpetuity and shall bind **GRANTORS**, their successors and assigns, forever. This Easement shall be for the benefit of the public generally, as represented by **COUNTY's** Board of Supervisors / the Board.

2. This Easement shall constitute a servitude upon the Protected Parcel, which results from the restrictions imposed by this instrument upon **GRANTORS'** use of the Protected Parcel. To that end and for the purpose of accomplishing the intent of the parties, **GRANTORS** covenant on behalf of themselves, their successors and assigns, that the Protected Parcel shall be used only for those purposes which will maintain agricultural, resource, or other open space uses on the Protected Parcel ("the protective purpose of this Easement"). Further **GRANTORS** agree on behalf of themselves, their successors and assigns, to refrain from doing any of the following acts upon the Protected Parcel:

(a) Placing, erecting, or causing the placement or erection of any building, structure, or vehicle intended for human occupancy, except as follows:

(1) Placing or erecting no more than one (1) single-family residential dwelling unit on the Protected Parcel; and

(2) Placing or erecting agricultural employee housing, farm family housing, seasonal and year-round farmworker housing, and other similar residential structures on the Protected Parcel in accordance with the requirements of the Diverse Agriculture land use category and DA zoning district or such other agricultural or resource land use category and zoning district as may be applied by **COUNTY** to the Protected Parcel at some point in the future.

(b) Doing or causing to be done any act which will materially change the general topography or the present natural form of the Protected Parcel, except in furtherance of the protective purpose of this Easement.

3. Notwithstanding the limitations of paragraph 2, **GRANTORS** expressly reserve the following rights and privileges with respect to the Protected Parcel, provided that any entitlements required to exercise such rights and privileges are properly obtained:

(a) The right to use and develop the Protected Parcel for agricultural, resource, or other open space purposes, including, but not limited to, the various agricultural, resource, and open space uses allowed with or without a use permit in accordance with the requirements of the Diverse Agriculture land use category and DA zoning district, and any other agricultural, resource, or open space uses allowed with or without a use permit in accordance with the requirements of such other agricultural or resource land use category and zoning district as may be applied by **COUNTY** to the Protected Parcel at some point in the future.

(b) All uses, ingress and egress to, in, and upon the Protected Parcel not inconsistent with the restrictions specifically enumerated in paragraph 2, including the right to prohibit entry thereon by unauthorized persons.

(c) The right to develop and maintain water sources, including, but not limited to, springs and groundwater wells, and to install, construct, inspect, maintain, repair, and replace pipes, conduit, pumps, pump houses, storage tanks, water and electricity meters, electrical service facilities and transmission lines, valves, dams, and other facilities and structures for the extraction, storage, impoundment, treatment, conveyance, transmission, and distribution of water.

(d) The right to manage the land and its resources in a manner consistent with accepted principles of conservation practice.

(e) All other rights accruing from or arising out of the ownership of the Protected Parcel that are not expressly prohibited herein.

4. Except as otherwise provided in this Easement, **GRANTORS** shall retain the exclusive right of access to and control over use of the Protected Parcel. Nothing contained in this Easement shall be construed as affording the public access to any portion of the Protected Parcel or precluding **GRANTORS'** right to grant access to third parties across the Protected

Parcel, provided that such access is allowed in a reasonable manner and is subordinate to and consistent with the protective purpose of this Easement.

5. **GRANTORS** consent to **COUNTY** maintaining the Protected Parcel in agricultural or resource land use categories and zoning districts that are consistent with the protective purpose of this Easement.

6. **GRANTORS** shall not divide the Protected Parcel into additional separate parcels by conveyance, subdivision, lot line adjustment, or other means. This prohibition against division of the Protected Parcel shall be inapplicable to (a) divisions necessary for public acquisition, (b) divisions necessary for the voluntary conveyance of all or a portion of the Protected Parcel to a government or non-profit entity exclusively for conservation or public access purposes, and (c) leases for agricultural purposes. As used in this paragraph, "agricultural purposes" means the cultivation of food or fiber, or the grazing or pasturing of livestock.

7. **GRANTORS** intend and hereby specifically provide that **COUNTY** shall have the right to enforce this Easement, and that **COUNTY** shall have the right to enter upon the Protected Parcel at any time for the purpose of inspection to ensure protection of its rights hereunder after giving twenty-four hours prior notice to **GRANTORS**. **GRANTORS** specifically intend by their offer, and **COUNTY** specifically intends by its acceptance thereof, that **COUNTY** shall not have any right of control over or duties or responsibilities with respect to the Protected Parcel which would subject **COUNTY** to any liability for injury occurring upon the Protected Parcel inasmuch as **COUNTY** shall not have the right to go on the Protected Parcel for the purpose of correcting any dangerous conditions as defined by applicable statute, except that **COUNTY** shall be responsible for any injury resulting from its entry onto the Protected Parcel to the extent that such injury is the result of **COUNTY's** negligence, gross negligence, intentional act, or willful misconduct.

8. With respect to **COUNTY's** remedies for **GRANTORS'** breach of this Easement, **GRANTORS** and **COUNTY** agree as follows:

(a) In the event of a violation or threatened violation by **GRANTORS** of any provision of this Easement, **COUNTY** shall give notice to **GRANTORS** of the violation and demand that **GRANTORS** take corrective action to cure the violation. If **GRANTORS** fail to cure the violation within thirty (30) days after notice of the violation is given, or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, **GRANTORS** fail to begin curing the violation within the thirty (30) day period or fail to continue diligently to cure the violation until finally cured, **COUNTY** may institute a suit to enjoin and/or recover damages for the violation and/or to require the restoration of the Protected Parcel to the condition that existed prior to the violation. If **COUNTY** reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Protected Parcel, **COUNTY** may pursue its remedies under this paragraph without waiting for the cure period to expire. **COUNTY's** rights under this paragraph shall apply equally in the event of either actual or threatened violations of the provisions of this Easement, and

GRANTORS agree that **COUNTY's** remedies at law for any violation of the provisions of this Easement are inadequate and that **COUNTY** shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief, including damages, to which **COUNTY** may be entitled, including specific performance of the provisions of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(b) Enforcement of the provisions of this Easement shall be at the discretion of **COUNTY**, and any forbearance by **COUNTY** to exercise its rights under this Easement in the event of a violation or threatened violation by **GRANTORS** of any provision of this Easement shall not be deemed or construed to be a waiver by **COUNTY** of such provision or of any subsequent violation or threatened violation of the same or any other provision of this Easement. Any failure by **COUNTY** to act shall not be deemed a waiver or forfeiture of **COUNTY's** right to enforce the provisions of this Easement in the future.

(c) Inasmuch as the actual damages that would result from damage to the Protected Parcel caused by a violation or threatened violation by **GRANTORS** of any provision of this Easement are uncertain and would be impractical or extremely difficult to measure, **GRANTORS** and **COUNTY** agree that the damages shall be measured as follows:

(1) For an improvement prohibited by this Easement, an amount equal to the product of (A) the market value of the improvement, (B) the length of time that the improvement exists on the Protected Parcel (calculated as the fraction obtained by taking the number of calendar days the improvement exists on the Protected Parcel divided by 365), and (C) the then current interest rate for post judgment interest;

(2) For a change in use prohibited by this Easement, whether or not it involves an improvement, an amount equal to any economic gain realized by **GRANTORS** because of the change in use; and

(3) For a change in use prohibited by this Easement, whether or not it involves an improvement and where there is no measurable economic gain realized by **GRANTORS**, the product of (A) the cost of restoration, as set forth in a written estimate by a qualified person selected by **COUNTY**, (B) the length of time that the prohibited use continues on the Protected Parcel (calculated as the fraction obtained by taking the number of calendar days the prohibited use continues on the Protected Parcel divided by 365), and (C) the then current interest rate for post judgment interest.

(d) If **COUNTY**, in the notice to **GRANTORS**, demands that **GRANTORS** remove an improvement, discontinue a use, or both and claims damages from such improvement and/or use, then **GRANTORS** may mitigate damages by fully complying with **COUNTY's** notice within the cure period. In the event of such full and timely compliance, **COUNTY** shall not be entitled to damages for the violation specified in the notice. In the event of litigation arising out of the notice, brought either by **GRANTORS** or **COUNTY**, in which **GRANTORS** prevail, then **GRANTORS** shall be entitled to economic damages; provided that

neither **COUNTY** nor **GRANTORS** shall be entitled to damages where **COUNTY** has not claimed damages in its notice.

(e) The remedies set forth in this paragraph are not intended to displace any other remedy available to either party as provided by this Easement or applicable law.

9. Nothing contained in this Easement shall be construed to entitle **COUNTY** to bring any action against **GRANTORS** for any injury to or change in the Protected Parcel resulting from causes beyond **GRANTORS'** control, including, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by **GRANTORS** under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Parcel resulting from such causes so long as such action, to the extent that **GRANTORS** have control, is designed and carried out in such a way as to further the protective purpose of this Easement. Nothing contained in this Easement is intended to deprive **GRANTORS** of all reasonable economically viable use of the Protected Parcel, and this Easement shall not be construed to deprive **GRANTORS** of all such use.

10. **GRANTORS** warrant that they are the owners in fee simple of the Protected Parcel, and that at the time of the conveyance of this Easement the Protected Parcel is not subject to any deeds of trust.

11. **GRANTORS** intend that this Easement shall confine the use of the Protected Parcel to the uses hereinabove enumerated and such other agricultural, resource, and open space uses as **COUNTY** may agree do not conflict with the protective purpose of this Easement.

12. Any notice, demand, request, or other communication that either party desires or is required to give to the other under this Easement shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To GRANTORS: Villa Amorosa
4045 N St. Helena Highway
Calistoga, CA 94515

and, if different than the above, also to the most current address shown on the County Tax Assessment Roll for the Protected Parcel.

To COUNTY: Sonoma County Permit and
Resource Management Department
Attn: Permit Sonoma Director
2550 Ventura Avenue
Santa Rosa, CA 95403

or to such other address as either party from time to time shall designate by written notice to the other. Notice, if mailed, shall be deemed given upon deposit in the United States mail. In

all other instances, notice shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the persons to whom notices, demands, requests, or other communications are to be given by giving notice pursuant to this paragraph.

13. If circumstances arise under which an amendment or modification of this Easement would be appropriate, **GRANTORS** and **COUNTY** shall be free to jointly amend or modify this Easement, provided that any such amendment or modification is in writing and signed by both **GRANTORS** and **COUNTY**, is consistent with the protective purpose of this Easement, and does not affect this Easement's perpetual duration. No amendment or modification of this Easement shall take effect unless and until it is recorded in the office of the Sonoma County Recorder.

14. If any provision of this Easement is found to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Easement.

15. This Easement shall be construed and interpreted according to the substantive law of California, excluding the law of conflicts. Any action to enforce the provisions of this Easement or for the breach thereof shall be brought and tried in the County of Sonoma.

16. A party's rights and obligations under this Easement shall terminate upon transfer of the party's interest in the Protected Parcel, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

17. Unless the provision or context otherwise requires, the singular number shall include the plural and the plural the singular, and the masculine gender shall include the feminine and neuter.

18. Wherever used herein, the terms "**GRANTORS**" and "**COUNTY**," and any pronouns used in place thereof, shall mean and include the above-named **GRANTORS** and their heirs, personal representatives, lessees, executors, successors, and assigns, including any persons claiming under them, and the above-named **COUNTY** and its successors and assigns, respectively.

19. This Easement is the final and complete expression of the agreement between the parties and any and all prior or contemporaneous agreements written or oral are merged into this written instrument.

20. **GRANTORS** shall execute this Easement, cause the same to be acknowledged, and deliver said executed and acknowledged instrument to **COUNTY** in such form as to permit its acceptance by **COUNTY** and recordation in the office of the Sonoma County Recorder.

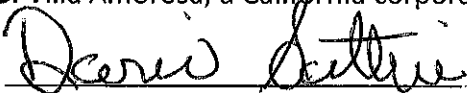
21. After **GRANTORS** have executed this Easement, **GRANTORS** warrant that they will not record any lien, encumbrance, or otherwise convey any right, title, or interest in and to

the Protected Parcel until such time as this Easement has been accepted by COUNTY and recorded in the office of the Sonoma County Recorder.

22. The grant of this Easement shall be effective as of the date of its acceptance by COUNTY pursuant to COUNTY's general police power and land use regulatory authority, and Government Code section 6950 et seq.

IN WITNESS WHEREOF, GRANTOR / GRANTORS and COUNTY have executed this Easement as set forth below.

GRANTORS: Villa Amorosa, a California corporation

By: 

COUNTY OF SONOMA

By: _____
Chairperson Board of Supervisors

ATTEST:

By: _____
Clerk of the Board

PLEASE NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED.

APPROVED AS TO SUBSTANCE:

By: _____
Director, Permit and Resource Management Department

APPROVED AS TO FORM:

By: _____
Deputy County Counsel

Attachments:
Exhibit "A"
Exhibit "B"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

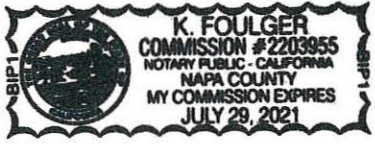
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Napa)
On January 26, 2018 before me, K Foulger, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Dario Sattui
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature K Foulger
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant Deed of Protective Easement Document Date: 1-26-2018
Number of Pages: 13 Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Exhibit "A"

Lot "A"

Being the lands of Villa Amorosa, a California corporation, as described in that deed recorded in document number 2015-065254, Official Records, County of Sonoma and a portion of the lands of David A. Duckhorn and Linda D. Duckhorn, trustees of the Duckhorn 2000 Family Trust (created by Declaration of Trust dated January 13, 2000), as described in document number 2015-104424, recorded in Official Records of County of Sonoma, and a portion of the lands of Kelson Estate LLC, a California limited liability company as described in document number described as follows:

Beginning at the northwest corner of said lands of Amorosa, said point bears South 08 Degrees 14 Minutes 52 Seconds East, 0.72 feet from a found 3/4" iron pipe tagged LS 5087, said point also bears South 83 Degrees 26 Minutes 48 Seconds West, 1027.49 feet from a found 1/2" iron pipe tagged LS 3890, thence from the point of beginning North 83 Degrees 26 Minutes 48 Seconds East, 1585.84 feet, said point bears South 10 Degrees 03 Minutes 26 Seconds East, 3.15 feet from a found 1/2" iron pipe RE 2227; thence South 10 Degrees 03 Minutes 26 Seconds East, 314.55 feet to a 1/2" iron pipe tagged PLS 3890; thence South 84 Degrees 09 Minutes 43 Seconds West, 418.00 feet to a 1/2" iron pipe tagged PLS 3890; thence South 05 Degrees 01 Minutes 51 Seconds East, 308.00 feet to the south line of the said lands of Amorosa from which a 1/2" iron pipe tagged LS 3890 bears North 05 Degrees 01 Minutes 51 Seconds West, 7.00 feet, thence South 84 Degrees 03 Minutes 30 Seconds West, 1058.40 feet to the southwest corner of said lands of Amorosa from which a found 3/4" iron pipe tagged LS 5087 bears South 30 Degrees 34 Minutes 49 Seconds East, 1.39 feet; thence North 30 Degrees 34 Minutes 49 Seconds West for 270.08 feet to a found 3/4" iron pipe; thence North 08 Degrees 14 Minutes 52 Seconds West, 358.81 feet, to the Point of Beginning, the Area being 19.110 Acres.

LLA 16-030

Lot "B"

Being a portion of the lands of David A. Duckhorn and Linda D. Duckhorn, trustees of the Duckhorn 2000 Family Trust (created by Declaration of Trust dated January 13, 2000), as described in document number 2015-104424, recorded in Official Records of County of Sonoma more precisely described as follows:

The Point of Beginning being at the southeast corner of this Lot "B", said point bears South 84 Degrees 03 Minutes 30 Seconds West, 240.51, feet from a found 3/4" iron pipe tagged RE 2227; thence South 84 Degrees 03 Minutes 30 Seconds West, 204.49 feet to the southwest corner of said lot "B" from which a 1/2" iron pipe tagged LS 3890 bears North 05 Degrees 01 Minutes 51 Seconds West, 7.00 feet; thence North 05 Degrees 01 Minutes 51 Seconds West, 308.00 feet to a 1/2" iron pipe tagged LS 3890; thence North 84 Degrees 09 Minutes 43 Seconds East, 234.12 feet to a 1/2" iron pipe tagged LS 3890; thence South 08 Degrees 30

Exhibit "A"
(Continued)

Minutes 17 Seconds West, 116.41 feet to a 1/2" iron pipe tagged LS 3890; thence South 08 Degrees 29 Minutes 41 Seconds East, 144.34, feet to a 1/2" iron pipe tagged LS 3890; thence South 07 Degrees 18 Minutes 18 Seconds West, 51.99 feet to the Point of Beginning, the Area being 1.515 Acres.

LLA 16-030

Lot "C"

Being a portion of the lands of Kelson Estate LLC, a California limited liability company as described in document number 2008-080582, recorded in Official Records of County of Sonoma more precisely described as follows:

Beginning at the southeast corner of Lot "C" at a found 3/4" iron pipe RE 2227; thence South 84 Degrees 03 Minutes 30 Seconds West, 240.51 feet to a 1/2" iron pipe tagged LS 3890; thence North 07 Degrees 18 Minutes 18 Seconds East, 51.99 feet to a 1/2" iron pipe tagged LS 3890; thence North 08 Degrees 29 Minutes 41 Seconds West, 144.34 feet to a 1/2" iron pipe tagged LS 3890; thence North 08 Degrees 30 Minutes 17 Seconds East, 116.41 feet to a 1/2" iron pipe tagged LS 3890; thence North 84 Degrees 09 Minutes 43 Seconds East, 183.88 feet to a 1/2" iron pipe tagged LS 3890; thence South 10 Degrees 03 Minutes 26 Seconds East, 308.00 feet to the Point of Beginning, the Area being 1.532 Acres.

APN 060-221-070, 081, 082
Job 16-053
LLA 2016-0030
November 16, 2017

Exhibit "B"

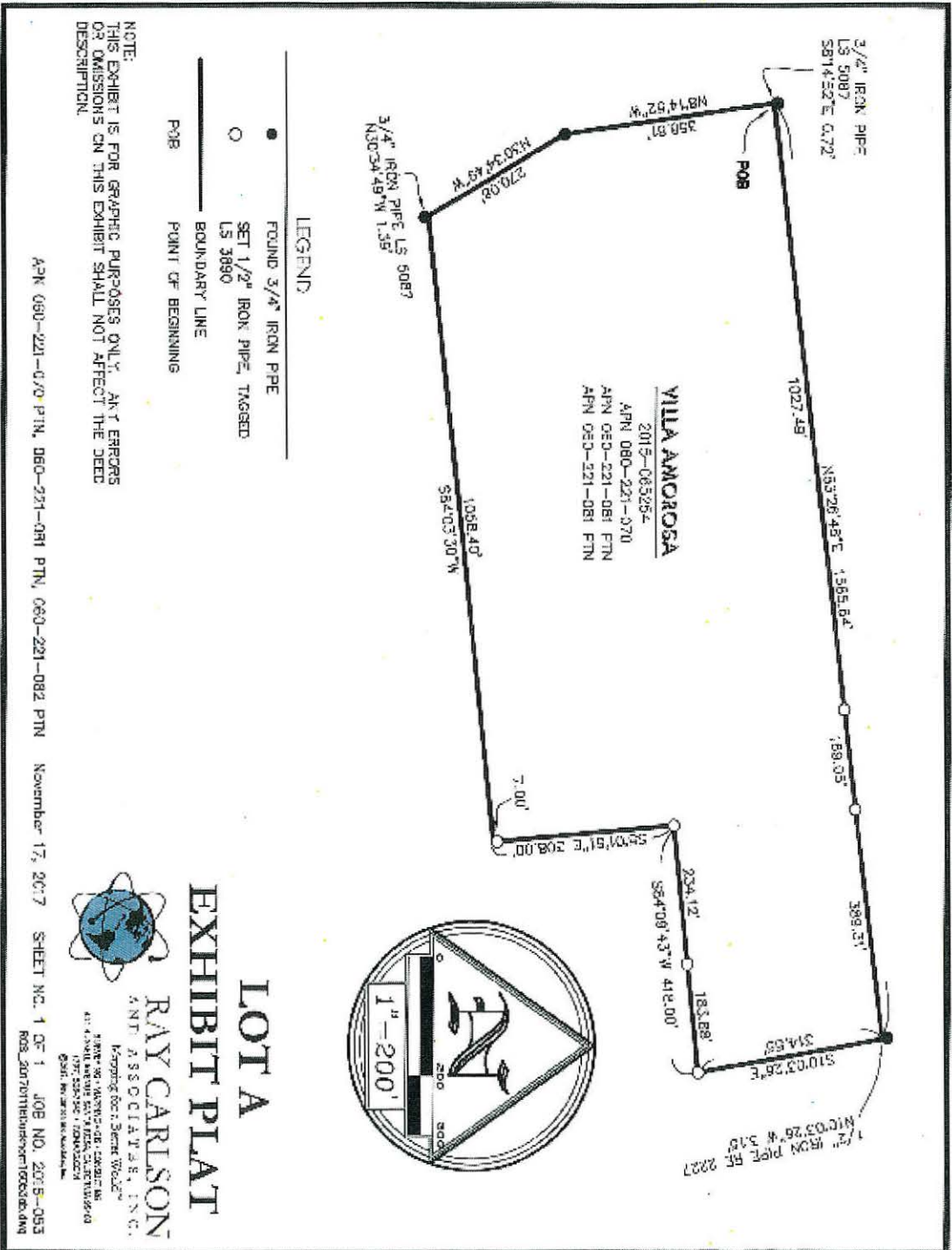
Lot "A"

Being the lands of Villa Amorosa, a California corporation, as described in that deed recorded in document number 2015-065254, Official Records, County of Sonoma and a portion of the lands of David A. Duckhorn and Linda D. Duckhorn, trustees of the Duckhorn 2000 Family Trust (created by Declaration of Trust dated January 13, 2000), as described in document number 2015-104424, recorded in Official Records of County of Sonoma, and a portion of the lands of Kelson Estate LLC, a California limited liability company as described in document number 2008-080582, recorded in Official Records of County of Sonoma, these lands more precisely described as follows:

Beginning at the northwest corner of said lands of Amorosa, said point bears South 08 Degrees 14 Minutes 52 Seconds East, 0.72 feet from a found 3/4" iron pipe tagged LS 5087, said point also bears South 83 Degrees 26 Minutes 48 Seconds West, 1027.49 feet from a found 1/2" iron pipe tagged LS 3890, thence from the point of beginning North 83 Degrees 26 Minutes 48 Seconds East, 1585.84 feet, said point bears South 10 Degrees 03 Minutes 26 Seconds East, 3.15 feet from a found 1/2" iron pipe RE 2227; thence South 10 Degrees 03 Minutes 26 Seconds East, 314.55 feet to a 1/2" iron pipe tagged PLS 3890; thence South 84 Degrees 09 Minutes 43 Seconds West, 418.00 feet to a 1/2" iron pipe tagged PLS 3890; thence South 05 Degrees 01 Minutes 51 Seconds East, 308.00 feet to the south line of the said lands of Amorosa from which a 1/2" iron pipe tagged LS 3890 bears North 05 Degrees 01 Minutes 51 Seconds West, 7.00 feet, thence South 84 Degrees 03 Minutes 30 Seconds West, 1058.40 feet to the southwest corner of said lands of Amorosa from which a found 3/4" iron pipe tagged LS 5087 bears South 30 Degrees 34 Minutes 49 Seconds East, 1.39 feet; thence North 30 Degrees 34 Minutes 49 Seconds West for 270.08 feet to a found 3/4" iron pipe; thence North 08 Degrees 14 Minutes 52 Seconds West, 358.81 feet, to the Point of Beginning, the Area being 19.110 Acres.

APN 060-221-070
Job 16-053
LLA 2016-0030
November 16, 2017

Exhibit "B"





County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management (Permit Sonoma)

Staff Name and Phone Number:

Gary Helfrich

Supervisorial District(s):

5

Title: Realignment of Highway 1 between Postmile 15.1 to 15.7 at Gleason Beach.

Recommended Actions:

Approve resolution authorizing the California Coastal Commission to consolidate approvals required for this project into a single Coastal Permit to be processed by the Commission.

Executive Summary:

Despite three decades of efforts on the part of both private property owners and Caltrans to stabilize this section of the coast, landslides have destroyed most of the homes west of Highway 1. The bluff is now at the edge of the roadway and Highway 1 is frequently closed to repair landslide damage and reinforce the bluff. To provide reliable connectivity along the Sonoma Coast, Caltrans is proposing a realignment/planned retreat project that moves Highway 1 away from the ocean.

The project falls within the jurisdiction of both the Coastal Commission and Sonoma County and the Coastal Act and the Sonoma County Local Coastal Program are the standard of review for the project.

While carefully designed to balance impacts to coastal resources, the scope of this project cannot avoid creating significant impacts to the natural environment and visual resources. Under Local Coastal Program policies, most projects that create significant impacts to coastal resources are prohibited. For example, a public road is not an allowed use in the environmentally sensitive habitat areas, wetlands, or agriculturally-designated lands found along the new road alignment, but avoidance of impacts often creates new impacts to other resources. For example, to avoid impacts to Scotty Creek, Tribal resources, and wetlands, Caltrans will construct an 850-foot long bridge that will be the largest structure on the Sonoma Coast, creating new visual impacts that are not allowed under Local Coastal Program policies protecting scenic resources.

Because a project of this scope and complexity cannot be redesigned to conform to Local Coastal Program policies, the County would need to amend the Coastal Program to explicitly allow for the project before processing the Coastal Permit application. Amending the Local Coastal Program,

approval of the amendment by the Coastal Commission, local processing of a Coastal Permit for realignment, and final approval by the Coastal Commission are separate actions that will create significant project delay.

Per Section 30601.3 of the Coastal Act, the Coastal Commission can process the project under a single consolidated Coastal Permit at the request of Caltrans and Sonoma County. A consolidated Coastal Permit can be approved without a Coastal Program amendment because the Commission has the authority to balance conflicting Coastal Act requirements in a way that can allow development that might not otherwise be approved due to inconsistencies with the Local Coastal Program.

Coastal Commission and Caltrans estimate that consolidation will expedite delivery of this urgently needed project by 24 month and allow Caltrans to secure available funds.

Discussion:

Coastal Commission and Caltrans staff have been working in partnership with Sonoma County, under the leadership of Supervisor Hopkins, to create a realignment project for Highway 1 at Gleason Beach that will be a statewide model for planned retreat and protection of coastal resources. Detailed information, photos, and a project map can be found in the attached Coastal Commission project mitigation memo to Caltrans.

If the County chooses to directly maintain local control, the project approval requires the County to amend the Local Coastal Program to accommodate the project, submit the amendment to the Coastal Commission for certification, and then process the local Coastal Permit. After the County process is complete, a separate Coastal Permit would be processed by the Coastal Commission for the portion of the project that is within their jurisdiction. This consecutive approach would likely add at least 24 months to the approval process.

While the County cannot approve this project without amending the Local Coastal Program, the Coastal Act recognizes that projects may raise unavoidable conflicts policies of the Act and Section 30007.5 grants the Coastal Commission authority to, at the request of the local agency, consolidate permitting actions to resolve these conflicts “in a manner which on balance is the most protective of significant coastal resources.”

The County was concerned that a consolidated Coastal Permit process may not adequately consider needs of the local community and the County’s vision for this important section of the Sonoma Coast, maintaining local control over the project design, scope, and mitigation measures was very important. In addition, the County was concerned that relocation of Highway 1 would leave the County responsible for maintaining a failing road in the old right-of-way. To address these concerns, Caltrans, Coastal Commission, and Sonoma County worked in partnership to draft a \$10 million Coastal Permit mitigation package. These measures will be included in Coastal Commission staff’s recommended conditions of approval for the consolidated Coastal Permit and include:

- (1) Acquisition and cleanup of vacant parcels along the Gleason Beach Bluff;
- (2) A managed retreat fund to purchase any developed parcels on Gleason Beach from willing sellers;

- (3) Development of a new ADA-compliant beach access point south of the Scotty Creek outfall;
- (4) Fund construction of the California Coastal Trail within the project limits and provide alternative trail alignments to accommodate sea level rise and bluff erosion.
- (5) Construct a new bike/pedestrian bridge across the mouth of Scotty Creek.
- (6) Restoration of the lower reach of Scotty Creek for fish passage and on-site wetland mitigation plan during project construction
- (7) Purchase the approximately 45 acres of the Ballard Ranch (6000 Highway 1 APN 101-110-005) westward of the new Highway 1 alignment for use as a public park, California Coastal Trail, and habitat restoration.
- (8) Fund an endowment for restoration management.

Caltrans proposes allocating mitigation funds as follows:

Item (1): \$3.2 million for purchase and cleanup of the vacant parcels west of the current Highway 1 alignment. This will restore approximately 850 feet of bluff.

Item (2): \$1 million for future purchase of properties from willing sellers. The money may also be used to leverage other funding sources that require matching funds.

Items (3) and (4): \$150,000 to develop the California Coastal Trail west of the new Highway 1 alignment and convert the existing Highway 1 roadway south of Scotty Creek into beach access parking. Land necessary for the Coastal Trail will be purchased as part of Item (7) below.

Item (5): \$1 million to install and maintain a pedestrian bridge over Scotty Creek in the same location as the existing roadway.

Items (6), (7), and (8): \$4.65 million for purchase of land westward of new Highway 1, restoration of Scotty Creek and funding for future property management.

Coastal Commission staff is recommending that all 8 mitigation measures be included in conditions of approval for this project.

Funding for the project, including these mitigation measures, must be approved by the California Transportation Commission. Any project requesting funding from the California Transportation Commission must be reviewed and recommended for presentation to the Commission by the Committee on Streets and Highways. Caltrans District 4 staff has had two meetings with the Committee and the project, including all mitigation measures, has been placed on the California Transportation Commission's May 16-17 agenda.

Senator Mike McGuire has sent a letter to the California Transportation Commission supporting the project and urging the Commission to fully fund the recommended mitigation.

If Caltrans is unsuccessful in obtaining funding, they are obligated to find alternative funding or submit a revised project to the Coastal Commission that avoided or significantly reduces the project's impact to coastal resources. It is highly unlikely that impacts from this project could be further reduced, given that after years of study, analysis, and consideration of dozens of alternatives the project EIR required adoption of a Statement of Overriding Considerations due to significant unavoidable impacts.

California State Parks, Sonoma County Regional Parks and Transportation and Public Works participated in meetings for this project. Despite the project being adjacent to Portuguese State Beach, California State Parks was unwilling to add the new handicapped accessible beach access point to the state beach. Transportation and Public Works, in February 16, 2017 letter to Caltrans (attached), expressed their strong opposition to accepting the old Highway 1 alignment into the County maintained system, since the existing road would primarily serve private property interests and the properties and the roadway itself will be lost to the ocean within the next several decades. In response, Caltrans agreed to maintain the existing road during construction of the realignment, remove the roadway along the vacant parcels once the new roadway is open, converting a short section at the north end of the project into a driveway serving the 2 remaining homes and an existing vista point, and build a new driveway from the realigned roadway to a small section of the existing roadway to serve 7 remaining homes at the southern end of the project and provide a second public access point to the beach. Maintenance costs will be shared between Regional Parks and the private property owners.

Sonoma County Regional Parks supported the concept of a new public park with beach access, parking, and construction of this portion of the California Coastal Trail. Regional Parks provided requirements for the Coastal Trail to Caltrans, including dedication of additional right-of-way necessary to accommodate erosion and sea level rise, and was clear that financial support is necessary to maintain the trail, beach access, and park. Caltrans agreed that Sonoma County will administer the mitigation funding, and may transfer any surpluses to operation and maintenance of public facilities. The County may also use the funding to leverage any additional funding that becomes available to implement project mitigation and/or maintain facilities that were developed as project mitigation.

The Coastal Commission will require cleanup and restoration of the vacant parcels and removal of unused sections of Highway 1 to mitigate visual impacts created by the new Highway 1 bridge. As mentioned above, Caltrans will be responsible for removal of old roadway along vacant parcels. In addition to restoration necessary to mitigate visual impact, Caltrans is also responsible for restoring approximately 450 feet of the upper bluff area to mitigate damage done by earlier efforts to stabilize the roadway. Gold Ridge Resource Conservation District has already partnered with Caltrans for habitat restoration on Ballard Ranch, it is likely Gold Ridge will work with the Caltrans and the County on bluff cleanup and restoration. Acquiring vacant parcels will be the responsibility of either Caltrans or the County. It is not known at this time if all of the owners of the vacant parcels are willing sellers. If Caltrans acquires the vacant parcels, the land would eventually be transferred to the County once the cleanup is complete, as Caltrans cannot hold land long-term that is not directly related to operation of transportation facilities.

While details regarding execution of the various actions and mitigation measures are not completely settled, the obligation to mitigate project impacts and meet the conditions of approval falls on Caltrans, not Sonoma County.

While consolidation relinquishes direct local control of the project, it allows Caltrans to avoid the rising costs of attempting to maintain the existing roadway, avoid repeated closures and eventual failure of Highway 1, and provide a safe, reliable transportation facility that will serve the Sonoma Coast for decades. The final project will serve as an exemplary model of how to effectively meet various State

mandates to address climate change, particularly sea level rise, in infrastructure planning, design, construction and operation.

Several well-attended public workshops have already been held for this project, and the Coastal Commission believes that it is important when considering a project of this scale and importance to provide the community and local leaders with an opportunity to provide input directly to the Commission. To provide this local forum, the Coastal Commission will hold their May 9-11 meeting in Sonoma County (location to be determined).

Prior Board Actions:

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Highway 1 realignment project will create multimodal transportation facilities that are resilient to sea level rise and climate change while improving coastal access and restoring the lower reach of Scotty Creek. Consolidation of the Coastal Development Permit will expedite project delivery and allow Caltrans to secure project funding before the end of the fiscal year.

Fiscal Summary

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

Narrative Explanation of Fiscal Impacts:

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Draft Board of Supervisors Resolution Attachment A: California Coastal Commission Mitigation Memo To Caltrans Attachment B: California Coastal Commission Permit Consolidation Letter Attachment C: Sonoma County Transportation and Public Works Comment Letter Attachment D: Letter from Senator Mike McGuire			
Related Items “On File” with the Clerk of the Board:			
Caltrans Final EIR/FONSI SCH No. 2011022002			



County of Sonoma

State of California

Date: April 17, 2018

Item Number: 18-
Resolution Number: _____

CPH17-0003 Gary Helfrich

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing Consolidation By The California Coastal Commission Of A Coastal Permit To
Realign Highway 1 From Postmile 15.1 to 15.7 At Gleason Beach**

Whereas, in February of 2017, California Department of Transportation (Caltrans) has submitted an application to the County of Sonoma and the California Coastal Commission for realignment of Highway 1.

Whereas, Highway 1 is a critical transportation facility serving the Sonoma Coast.

Whereas, coastal erosion and landslides have caused resulted in severe damage to Highway 1 in the vicinity of Gleason Beach, requiring increasingly frequent road closures protect public safety and repair damage. Attempts to stabilize the bluffs have been unsuccessful and the roadway is now at the edge of an unstable 70-foot bluff.

Whereas, the project location falls within the jurisdiction of both the Coastal Commission and Sonoma County.

Whereas, the realignment project will create an 850-foot long bridge and approximately 0.6 miles of new roadway, creating visual and natural resource impacts that cannot be mitigated under Local Coastal Program policies

Whereas, Sonoma County cannot approve this project without a project-specific amendment to the Local Coastal Program.

Whereas, the Coastal Act recognizes that projects may raise unavoidable conflicts policies of the Act and Section 30007.5 grants the Coastal Commission authority to, at the request of the local agency, consolidate permitting actions to resolve these conflicts "in a manner which on balance is the most protective of significant coastal resources."

Whereas, Caltrans, the Coastal Commission, and Sonoma County worked in partnership to draft a Coastal Permit mitigation agreement that includes the following mitigation measures:

Resolution #
Date: April 17, 2018
Page 3

So Ordered.

CALIFORNIA COASTAL COMMISSION

NORTH CENTRAL COAST DISTRICT OFFICE
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SAN FRANCISCO, CA 94105
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Revised March 20, 2018

TO: Bijan Sartipi, Caltrans District 4 Director

FROM: Tami Grove, Coastal Commission Development and Transportation Program Manager
 Stephanie Rexing, Coastal Commission North Central Coast Acting District Manager

SUBJECT: **Mitigation for Gleason Beach Highway 1 Realignment Coastal Development Permit**

Project Background

The Sonoma Coast is a highly scenic, valuable resource for local residents, California citizens and visitors from afar. It offers unique, bucolic landscapes, rich cultural history, dramatic rocky Pacific vistas and abundant crop and livestock production. The special character of this area thus supports a strong tourism and agricultural economy. The proposed Gleason Beach Highway 1 Realignment project implicates many of the underlying coastal resources foundational to these economic drivers. Of particular note, within this stretch of coast, the mouth of Scotty Creek also opens onto one of only a handful of places in all of Sonoma County where a sandy beach area may be easily accessed; accordingly, it is explicitly called out for protection and improvement in the County's Local Coastal Program (LCP).



Coastal Panorama – Northern Gleason Beach

Source: <https://www.youtube.com/watch?v=7lxVzi37w04&feature=youtu.be>



Scotty Creek Sandy Beach with Access – Gleason Beach

Source: Sonoma County PRMD

Development in the Coastal Zone

Within the State’s coastal zone, development (as broadly defined by the California Coastal Act of 1976) requires a coastal permit. The standard of review for these permits are the resource protection policies of Chapter 3 of the Act, which may also be locally applied through LCPs if the Coastal Commission has certified that an individual county or city’s LCP is consistent with the State statute. Sonoma County has such a certified LCP. Given the significance of the coastline in California, the Coastal Act sets a very high bar for development to demonstrate consistency with numerous policies that protect resources such as wetlands, environmentally sensitive habitat areas, agricultural lands, public access and scenic areas. Thus, a variety of Coastal Act and LCP standards must be met, apart from NEPA and CEQA requirements, in order to allow development to proceed along the coast of California. While environmental assessments done under NEPA and CEQA provide helpful information to the coastal development permit process, the Coastal Act, including as implemented through LCPs, is a separate State law that establishes the standard of regulatory review for projects in the coastal zone. The differences between the three separate laws are particularly important regarding allowable uses and necessary mitigation relative to certain coastal resources.

Gleason Beach Project Need and Description

The proposed realignment of State Highway 1 at Gleason Beach (between PM 15.1 and 15.7) in Sonoma County is needed as the highway is extremely vulnerable to erosion from storms, landslides, drainage issues, and ongoing sea level rise. Caltrans has struggled to keep Highway 1 open over the last three decades as the shoreline has experienced an average rate of erosion of approximately 1-foot of erosion per year, with episodic storm events whittling away even larger segments through bluff failure. In fact, a portion of Highway 1 at the site today sits at the very edge of the bluff where it is being closely monitored by Caltrans for stability. Similarly, the properties seaward of the highway alignment have continued to erode, with at least 11 of the homes that were built on this stretch having been lost or removed as a result of collapses of the bluff. Attempting to combat this process over the years, property owners have installed shoreline armoring measures, both on the upper bluff and at the bluff toe, in an effort to protect their structures. Many of these measures failed to receive the necessary permits and are under active enforcement investigation by the Commission and the County. The disrepair and structural collapse of these homes and the armoring measures—along with efforts to shore up the highway—have resulted in hazardous and impassable areas along the bluff and shoreline.



Debris on Beach, Northern Aspect – Gleason Beach

Source: <https://www.youtube.com/watch?v=7lxVzi37w04&feature=youtu.be>

Culminating over a decade of planning with Sonoma County, the Coastal Commission and other agencies, Caltrans has proposed a carefully-designed realignment/planned retreat project to provide a safe, sustainable transportation facility for motorists, bicyclists and pedestrians that will survive coastal erosion over its design life and restore the lower reach and ocean outfall of Scotty Creek. Spurred by the urgency to keep Highway 1 functional in this fairly remote area, Caltrans is proposing a 4,000-foot long realignment that includes an 850-foot long and 28-foot high bridge that will avoid fill of wetlands and impacts to cultural resources. This alternative was chosen as the least-environmentally damaging feasible alternative after careful study of 20 other options. Notably, the overall effort represents a

significant achievement of the State’s policies to resiliently adapt to climate change, particularly sea level rise. The project package also includes parallel construction of the California Coastal Trail with a pedestrian bridge over Scotty Creek following the removal of an existing box culvert and fill that will restore fish passage. Finally, the project additionally incorporates the necessary follow up actions required by earlier emergency permit issued by Sonoma County to allow roadway and bluff repairs to protect Highway 1.



Debris on Beach, Southern Aspect – Gleason Beach
Source: <https://www.youtube.com/watch?v=71xVzi37w04&feature=youtu.be>

Standard of Review: California Coastal Act and the Sonoma County Local Coastal Program (LCP)

It is anticipated that the proposed project, which falls within the jurisdiction of both the Coastal Commission and Sonoma County, will be processed by the Coastal Commission as a consolidated permit. Therefore, the Coastal Act, with the Sonoma County LCP serving as guidance, will be the binding law upon which rests any approval of this project. Given the resource richness of the Gleason Beach area, including coastal wetlands, environmentally sensitive habitat areas (ESHA) (for such species as the endangered Myrtle Spot Butterfly, California Red-legged Frog and Coho Salmon), agricultural lands, ancient cultural resources, highly scenic visual resources and public access, the project presents special challenges for conformance under the Coastal Act. At the same time, it must also be noted that important aspects of the project respond to Coastal Act policies that require providing access to and along the coast and avoiding hazards.

A brief review of Coastal Act policy concerns raised by this realignment include Section 30240 which protects environmentally sensitive habitat areas against any significant disruption of habitat values and only allows uses dependent on those resources within those areas. In addition, Section 30233 generally prohibits any fill of wetlands, with allowances made only under a very strict set of circumstances.

Moreover, Section 30242, limits the ability to convert agriculture lands to nonagricultural uses unless continued agricultural use is not feasible. Each of these guiding policies is also reflected within specific Sonoma County LCP policies. Even though the realignment project has been designed to minimize impacts, it unavoidably remains at odds with aspects of each of these policies. In addition, for this memo, we delve more specifically into the visual resource protection policies of the Coastal Act and LCP and overview some of the inconsistencies raised by the project below.

Visual Resource Protection Policies and Impacts

Specifically, Coastal Act Section 30251 requires the protection of the scenic and visual qualities of coastal areas and establishes them as a resource of public importance. This section further dictates that permitted development be sited and designed to protect views to and along the ocean, that landform alteration be minimized, and that scenic coastal areas and be visually compatible with the character of surrounding areas. In addition, where feasible, Section 30251 requires restoration and/or enhancement of visual quality in visually degraded areas. Moreover, development “in highly scenic areas such as those designated...by local government” is required to be subordinate to the character of its setting. As previously stated, this area of the Sonoma County coast is especially visually unique and is designated by the County LCP to be a “key visual attribute and attraction.” The project requires constructing a bridge that will be one of the largest man-made structures on all of the Sonoma Coast. Visual impacts created by this massive structure, set against the backdrop of the historic agriculture fields and rolling coastal hills, are squarely inconsistent with both Coastal Act and LCP requirements to protect coastal scenic and visual qualities.¹ At the same time, the project’s overall design to avoid fill of wetlands and impacts to cultural resources requires this bridge structure.²

¹ The County’s LCP specifically amplifies these visual resource protection policies in several sections. For example, the LCP Land Use Plan (LUP) Rural Issues section explains that the most important rural design issues are visual quality and compatibility of development with the natural landscape. This section discusses ridgeline views, where “the contrast between the land and the sky make structural intrusions very obvious.” Similarly, the LUP’s Urban Design Concerns Building Scale section emphasizes giving particular attention to the integration of design with on-site conditions, notably with the size of structures in relation to surrounding features. LUP Policy 4 aims to minimize visual impacts to hillsides by constructing roads to fit the natural topography, and LUP Policy 6 similarly requires that visual impacts on terraces be minimized by designing structures in scale with the region’s rural character. LUP Policy 7 expressly prohibits development in rural areas that projects above the ridgeline silhouette. The existing viewshed looking east from Gleason Beach and the existing Highway 1 is composed of layers of hillsides, terraces and ridgelines. The proposed 28-foot bridge structure will be directly in the foreground of these protected features and will extend above natural topography in full view in a predominantly rural area that would significantly obstruct the view looking inland from areas seaward of it, including Gleason Beach, one of the few accessible sandy beaches in Sonoma County.

The proposed bridge design also presents incompatibilities with the LUP Visual Resource community character policies. For example, LUP Policy 9 requires that development be sited and designed to fit the setting and be subordinate to the preexisting character of the site, and LUP Community Compatibility Section Recommendations 10 and 11 emphasize compatibility with existing community characteristics and establishes that structures be relatable in size and scale. Because this region is designated with the highest rating (i.e., “outstanding views”) on the LCP’s Visual Resources Map, it is also subject to criteria ensuring that development design compliments, and is in scale with, the surrounding environment and existing community characteristics. Caltrans’ clear aim is to reflect the aesthetic qualities of the surrounding environment through the design selection of physical features of the bridge; however, the size and scale of the proposed structure nonetheless is visually obtrusive regardless of which design specifications for the roadway and bridge are selected. Since there is no other feasible alternative to minimize impacts of the large scale of the bridge, this feature is rendered inconsistent with the LUP policies that protect visual qualities in the project area. In addition, LUP Visual Resource policies require that special considerations be given to coastal views from vista points, stating that “(t)he viewshed from a vista point is even more sensitive than a major view since the viewer is stopped and can take full advantage of the visual experience.”

² Caltrans’ Final EIR/EA (dated June 2016) further confirmed that “the proposed project’s aesthetic impacts would be significant and unavoidable and is therefore a mandatory finding of significance under CEQA because the project has the potential to degrade the quality of the environment and could have substantial adverse effects on human beings from a scenic resource standpoint.” (Page 3-24).

Gleason Beach is a popular recreational area where future visitors will have prolonged views of the new bridge structure blocking inland ridgelines as demonstrated by the existing and simulated photos below. Moreover, current and proposed rock slope protections of the roadway at Scotty Creek add visual impacts to the overall viewshed. In addition, visitors are and will be exposed to views of the northern beach areas where substantial amounts of hazardous debris from collapsed structures and various shoreline armoring efforts are scattered across the bluff faces and along the shoreline. Caltrans' previous efforts to maintain Highway 1 have affected some 450 linear feet of this area in this manner. As such, this northern area affords many opportunities for restoring and enhancing visual quality subject to degradation, as articulated by Section 30251, through clean up and restoration as well as for providing mitigation of unavoidable visual impacts from the overall project.



Current Conditions at Scotty Creek on a Sunny Day

Source: Caltrans



Proposed Project – Visual Simulation

Source: Caltrans

Coastal Act Policy Conformance and Conflicts

Finally, while the realignment project raises inconsistencies with some Coastal Act policies, it also conforms to other policies, most notably public access and hazard avoidance policies. One cornerstone of the Coastal Act is Section 30210, which requires the Commission to provide “maximum access and recreational opportunities consistent with public safety needs.” Sections 30211-30214 and 30221 similarly require that new development protect and affirmatively provide public access and recreational opportunities. Highway 1 is a critical transportation link to the rural Sonoma Coast, relied upon by residents, businesses and visitors for access and recreation purposes—as such, it is the primary, and often only, public access facility along the coast. When combined with robust multimodal and other mitigation measures, such as the California Coastal Trail and public parking provisions, the project can fulfill these important public access provisions.



Caltrans Work Area – Gleason Beach

Source: Coastal Commission

The proposed project also conforms to hazard avoidance policies in the Coastal Act such as Section 30253 which requires that new development minimize risks to life and property in areas of high geologic hazard; assure stability and structural integrity; and, not create or contribute to erosion or instability. By realigning the most vulnerable sections of Highway 1 inland to a location that will protect the roadway

connection from ongoing hazards for the design life of the new facility, particularly in light of sea level rise, Caltrans is achieving the policy direction of the Coastal Act and related LCP policies. Caltrans' required follow up actions under the Sonoma County emergency permit for previous storm repairs are also designed to achieve the hazard avoidance policies through this project and to lessen or mitigate other resource impacts. For example, the portion of the old Highway 1 alignment that is no longer needed and/or is actively subject to hazards will need to be removed/stabilized and restored, as will the debris field on the bluff and shoreline from previous failed road protection efforts. Not only will this reduce maintenance costs and help ensure stability, but restoration of the areas impacted by those activities will also add to minimizing and offsetting visual, habitat and public access impacts. And, finally, the restoration of the Scotty Creek floodplain will not only promote habitat values but it will also help reduce hazards created by flooding in the watershed.

When passing the Coastal Act, the Legislature recognized that projects may on occasion raise unavoidable conflicts between one or more of the statute's policies. Thus, Section 30007.5 directs that "such conflicts be resolved in a manner which on balance is the most protective of significant coastal resources." In this case, the Highway 1 realignment project appears to raise such conflicts, between hazard avoidance and public access on the one hand, and ESHA, wetland, agricultural and visual resource protection on the other. When applying these conflict resolution provisions, the Commission has a long precedential history of being very careful to discern if an unavoidable conflict in fact exists and whether there are no feasible alternatives that would achieve the objectives of the project without violating any Coastal Act resource protection policies. Moreover, the Commission has ensured that any approved project is fully consistent with a policy that affirmatively requires protection or enhancement of those resources and that the resulting project will result in tangible resource enhancement over existing conditions. In practice, another important aspect of determining what is "most protective" of significant coastal resource is ensuring that impacts are avoided, minimized and fully mitigated. In many such analyses, and as fully appears to be the case here, the nature and extent of the mitigation package becomes a critical piece of the analytic balancing.

Relative to the project impacts from wetland fill, encroachments into environmentally sensitive habitats and conversion of agricultural lands, Caltrans, the Commission and Sonoma County have negotiated certain project features and an important mitigation package. This includes restoration of Scotty Creek and other natural habitats onsite that support sensitive species present (such as salmonids, California Red-Legged Frog, and Myrtle Silverspot Butterfly) as well as implementation of native planting plans, performance criteria monitoring and an endowment for restoration management. Agricultural impacts are being mitigated through providing continuing agricultural grazing with appropriate buffers around habitat areas and pursuing conservation easement opportunities. The mitigation package for public access includes providing for California Coastal Trail improvements, including a pedestrian bridge over the restored Scotty Creek, ensuring adequate public parking opportunities, providing direct sandy beach access at Scotty Creek beach and creating a new regional park in partnership with Sonoma County in the project area.

The primary components of the mitigation package that require *additional* funding from the California Transportation are summarized below:

Caltrans’ Request to CTC March 2018 for Additional \$10 million

Final Components of Gleason Beach Coastal Development Permit Mitigation Package

1. Offsetting Visual Resource Impacts

Funding contribution to Sonoma County for coastal hazards clean-up through a cooperative agreement focused on debris cleanup along shoreline and abandoned alignment area.

2. Offsetting Public Access Impacts

- A. Fund improvements to beach access south of Scotty Creek
- B. Fund pedestrian/bicycle bridge over the Creek to be managed by County

- C. Fund coastal trail improvements and repurpose remnants of existing State Route 1 to be transferred to County

3. Offsetting Habitat Impacts

- A. Implement Scotty Creek restoration for salmon and other species and on-site wetland mitigation plan during project construction

- B. Fund improvements to Scotty Creek riparian, Myrtle’s Silverspot Butterfly, and California Red-Legged Frog habitat through Gold Ridge Resource Conservation District. Funding would provide for the acquisition of a conservation easement on the adjacent Ballard property, implementation of native planting plans, and an endowment for restoration management.

Part of the overall mitigation package will also include incorporating components that also mitigate hazards and visual resource impacts, and these too will be crucial for the Commission to be able to find that the project is – on balance – most protective of coastal resources, and to approve the project under the Coastal Act’s conflict resolution provisions. In particular, and as emphasized above, visual mitigation will be critical in this spectacular coastal visual setting, particularly given the scale of bridge necessary for the project and its attendant impacts. Importantly, not only are there good opportunities at the site for removing visual blight, but those same actions also provide the added benefits of cleaning up debris from Caltrans’ previous activities, removing public access impediments, and restoring the beach and bluff ecosystem to a more natural state.

Accordingly, through extensive collaboration, the Coastal Commission, Sonoma County and Caltrans have reached consensus on a mitigation package proposal that identifies a “Coastal Hazards Clean Up Area” along the bluff centered around the stretch where Caltrans’ road stabilization efforts have occurred. The total length of the beach Clean-up Area is 1,114 linear feet for 15 properties. The 1,114 feet consists of 764 feet for 11 already demolished houses and segments of failed repairs of Highway 1,

50 feet for 1 red-tagged house, and 300 feet to be applied to properties that may become red-tagged in the future due to existing erosion conditions.

Within the 1,114 feet of Clean-up, 850 feet would be for the mitigation of the visual impacts being created by the introduction of the significant new bridge into this highly picturesque coastal setting. (Note that this subarea includes 450 linear feet of *upper* bluff debris area from Caltrans’ efforts to repair and protect Highway 1 that must be cleaned up under emergency permit requirements; below that, on the *lower* bluff and *shoreline*, there is debris from failed homes and other structures that will be cleaned up as well, allowing Caltrans to receive mitigation credit to contribute toward offsetting the visual impacts of the bridge.) The overall result of this work is that there will be a remaining balance of 264 feet available as mitigation credit for future Caltrans improvements along the corridor with significant unavoidable visual impacts. Caltrans estimates the Clean-up cost at \$4.2 million for the 1,114 feet (\$3,770/LF), and would provide the funds to Sonoma County to implement the Clean-up.

If the California Transportation Commission approves the \$4.2 million:

- Caltrans would be able to proceed in a timely fashion with the realignment project to protect and preserve the State’s asset; provide for cost effective transportation and mobility for the community along the corridor; minimize future emergency repairs; meet mitigation requirement upfront through a financial contribution; secure sizable mitigation credit to be applied to offset significant impacts from future projects; and demonstrate partnering collaboration with CCC and Sonoma County to serve public needs.
- CCC and Sonoma County would meet their legal obligations in processing regulatory requirements for the project; expedite project delivery by as much as 24 months through a consolidated permit process; enhance coastal resources; and, achieve significant clean-up of sensitive beach areas within the project limits.
- Sonoma County would have sufficient funding to manage and implement the beach Clean-up and enhancement, along with taking over responsibilities for managing the remnant old Highway 1 access ways as part of a new regional park.

Gleason Beach Coastal Hazards Clean Up Proposal				
	Linear Feet	Calculation \$3,770/LF	Total	Rounded
Project hazard/visual mitigation	850	Multiplied by \$3,770	\$3,204,500	\$3,200,000
Future available mitigation credit	264	Multiplied by \$3,770	\$ 995,280	\$1,000,000
Total	1,114		\$4,199,780	\$4,200,000

Remediating all of the Gleason Beach Coastal Hazards Clean Up Area at the same time will have cost savings. Moreover, combining the work with the removal of unneeded areas of pavement from the old Highway 1 alignment will reduce maintenance costs that are expected to transfer to Sonoma County Regional Parks when they assume management of the new park, including driveways to the existing houses and parking areas to serve the CCT and beach access. This final mitigation component proposal includes setting up a cooperative funding agreement between the County and Caltrans as a Shoreline Clean Up and Managed Retreat Fund that will be administered by the County per conditions of the eventual coastal development permit.



Caltrans 2017 Shotcrete Wall and Sluffing Debris along Highway 1, Bluff Face and Shoreline

Source: Caltrans

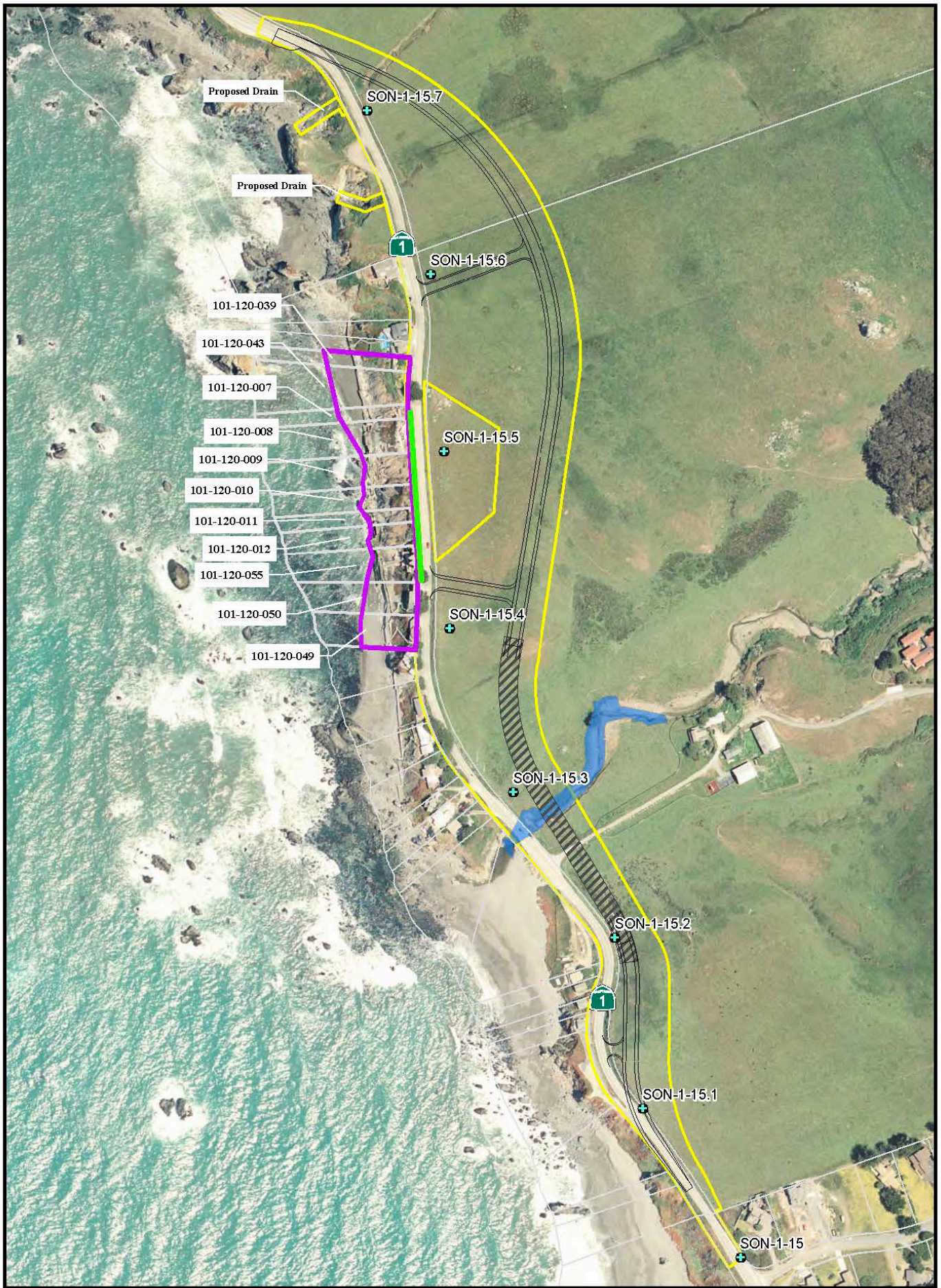
It is important to emphasize that the Coastal Act and the LCP mandate protection and restoration of visual resources in the Sonoma County coastal zone for present and future generations. The Coastal Commission has a long history of LCP and regulatory requirements for preserving the scenic character of the coastline and requiring mitigation for any unavoidable impacts, including in visually sensitive areas such as this. For example, Caltrans is familiar with requirements that the Commission has imposed for a number of years to ensure that bridge and roadway railings in coastal zone projects are see-through and attractive. In another example, the Commission required that the visual impacts created by the replacement of the Noyo River Bridge in Ft. Bragg in 1999 be mitigated by Caltrans as well. In that case, the new bridge was blocking several scenic views, including to the harbor area below. The Commission imposed a \$1 million visual impact fee that Caltrans transferred to the City to support a new trail and other vista points to create alternative views. Notably, the landscape at Gleason Beach is a much more rural and scenic visual resource compared to the more urban cityscape of the town of Ft. Bragg, making the visual impacts created at Gleason's much more significant than those at Noyo. Of course, the Commission also commonly requires visual mitigation of impacts from projects by applicants other than Caltrans. One example is requirements for the protection of view corridors seaward of the Pacific Coast Highway in Malibu, either through the reservation of open space on developed lots or through the opening up of view corridors offsite by removing development that obstructs views.

In closing, the Gleason Beach Realignment is an opportunity for Caltrans to build a legacy project for the Sonoma coastline that not only provides a sustainable multimodal transportation facility that will be resilient to anticipated sea level rise changes during its design life, but that also dramatically improves the Scotty Creek riparian corridor and cleans up a section of shoreline to produce visual, resource and

public access benefits to offset project impacts. This forward-thinking project will additionally provide significant improvements to public coastal access as called for in the Sonoma County LCP and will allow Caltrans to avoid the rising costs of attempting to maintain the existing alignment as the public avoids experiencing repeated closures of Highway 1 within that precarious alignment. Undoubtedly, the final project will serve as an exemplary model of how to effectively meet various State mandates to address climate change, particularly sea level rise, in infrastructure planning, design, construction and operation.



Shoreline perspective of debris along Gleason Beach bluffs
Source: Sonoma County



LEGEND Coastal Hazards Clean-up (764 LF [314 LF Outside Repair Work]) Repair Work (450 LF) Proposed State Right-of-Way Parcels Post Miles Roadway Realignment Scotty Creek		Proposed Bridge	<p style="text-align: center;">DRAFT</p> <p>GLEASON BEACH ROADWAY REALIGNMENT PROJECT State Route 1 Post Mile 15.1-15.7, EA 0A0200 Sonoma County, California</p>
N 0 250 Feet			

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CALIFORNIA COASTAL COMMISSION

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July 7, 2017

Mr. Gary Helfrich, Planner III
Sonoma County Permit & Resource Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403

Subject: Sonoma County Coastal Development Permit Application CPH17-0003, Gleason Beach Realignment Project at Highway 1 PM 15.1-15.7, Sonoma County

Dear Mr. Helfrich:

Thank you for requesting our comments on the coastal development permit (CDP) application submitted by Caltrans for the proposed realignment of State Highway 1 at Gleason Beach (between PM 15.1 and 15.7) in Sonoma County. Storm, erosion, and other related damage over the years, including as showcased over the past few winters, have exposed the significant vulnerabilities of the roadway and underscored the importance of realigning the highway inland to resiliently adapt to the onward march of the ocean, particularly as sea level rise is expected to increasingly exacerbate those hazards. At the same time, the coastal resource value of this special area of the coast makes such a project difficult, even as Caltrans has attempted its best to try to avoid impacts to such resources as much as possible. We recognize and appreciate all of the collaborative efforts over the past nearly two decades to arrive at an appropriate project, and strongly believe that much has been accomplished to bring us to this point in time. Thus, we encourage the County to keep all of those past efforts and decisions in mind as the project is reviewed, as we want to be able to continue to move the project forward with that foundation as a base. We also need to ensure that we all carefully examine the project for its consistency with all applicable Coastal Act and Sonoma County Local Coastal Program (LCP) policies, including to determine if impacts to resources have been avoided and minimized, and that any remaining unavoidable impacts have been appropriately mitigated.

Thus, the purpose of this letter is provide you and Caltrans our feedback on the proposed project, both in terms of the CDP application process and the substantive resource issues engendered. On the former, and as we have long advised, the proposed project raises LCP inconsistency issues that will require an LCP amendment to resolve if the County chooses to continue with a CDP application locally as opposed to allowing Caltrans to pursue a consolidated CDP application through the Commission. We continue to recommend that a consolidated process would clearly be the most streamlined approach available, and stand ready to pursue that route if the County changes its position and agrees to same. With respect to the latter, the proposed project raises a slew of coastal resource issues, including inconsistencies with certified LCP policies regarding

public access, public views, environmentally sensitive habitat, coastal hazards and agriculture. This letter provides our current best recommendations on both the process and the resource issues associated with the project.

CDP Application Process

As we have long discussed with both the County and Caltrans, the proposed project raises certain LCP inconsistencies that cannot be mitigated away (see also further detailed discussion on such inconsistencies below). For example, the project is not an allowed use in either environmentally sensitive habitat area (ESHA) or agriculturally-designated land. Unlike more subjective policies, such as those that require compatibility, for example, such use restrictions are absolute and objective, and no amount of mitigation can change the project in such a way as to make it an ESHA or agriculturally allowed use. Similarly, certain LCP policies are also objective and absolute in similar ways, such as LCP Land Use Plan (LUP) Policy 7 that outright prohibits development in this location that would silhouette above the ridgeline. Again, no amount of project modifications or mitigations will be able to make the project consistent with the LCP for such a standard.

When a project cannot be made consistent with the LCP through project changes and/or other mitigations, such as this project, the County cannot approve a CDP consistent with the LCP. Put a different way, the County lacks the legal authority to approve such a project as consistent with the LCP. Absent an LCP amendment specifically designed to modify the LCP to explicitly allow for the project under the LCP, any County approval – no matter the mitigation associated with it – would be extremely problematic, including the potential for such an approval to be appealed to the Commission and denied because it cannot be found LCP consistent.

In such a situation, the County has a choice: either first amend the LCP to allow an LCP-consistent CDP approval, or, because the project also requires a Commission CDP, agree to a consolidated CDP process where the Commission processes a CDP application for the entire project. The reason that the consolidated CDP process can be pursued without an LCP amendment is because it would be processed under the Coastal Act with the LCP as guidance, and the Commission has the unique ability to balance conflicting Coastal Act requirements in a way that can allow development that might otherwise require denial (such as in this case, non-resource dependent development in ESHA). Under the Coastal Act, Caltrans has requested a consolidated CDP process, and we have agreed that this makes the most sense in this case, but it requires consent of all three parties. We strongly suggest that the County agree to such a consolidated process.

Absent consolidation, at least three separate processes will be required for the proposed project: (1) a LCP amendment to address LCP inconsistencies, (2) a County CDP (appealable to the Commission) *after* the LCP amendment is certified by the Commission, and (3) a Coastal Commission CDP for project elements located in our retained jurisdiction. In the case of an appeal of a County CDP action, a fourth process would be required, namely the appeal process through the Commission. Even on parallel tracks, such processes are complicated, and each will take significant time. With consolidation, there is only one process, and this has the potential to significantly streamline the ability to permit the project. That is not to say that the process would be ‘fast-tracked’ in some sort of way that would preclude meaningful review and input. Quite to

the contrary, we would aim to ensure maximum participation, including local County hearings, to facilitate the public's ability to participate as required by the Coastal Act.

Thus in short, the County has a choice of procedural paths. Like the applicant, we strongly encourage a consolidated permit, primarily because it is much more efficient and because it is very likely that regulatory review of the proposed development could proceed many months (if not years) sooner, delivering the important safety benefits of the project to the public in a more timely manner. The County could still hold hearings and take comments on any required non-CDP discretionary approvals locally to facilitate local public participation, and we are more than willing to work with the County to ensure additional local input occurs as well, possibly through local workshops and/or Commission hearings near the project area. Absent consolidation, we strongly encourage the County to work with us as soon as possible on the necessary LCP amendment so that consideration of same does not completely sidetrack the CDP review process.

Coastal Resource Issues

Sonoma County's Permit and Resource Management Department (PRMD)'s May 16, 2017 letter to Caltrans outlines project aspects that raise questions about consistency with the LCP. Included in the County's concerns are impacts to visual resources, coastal access, recreation, and hazard mitigation. In addition to such impacts and issues, the discussion below identifies additional inconsistencies with the project as it is currently proposed, and identifies potential mitigations (separate from the need for an LCP amendment, as discussed above).

Public Views

The proposed project is within an area of outstanding scenic quality that shapes the character of the local community and is a "key visual attribute and attraction" to many coastal visitors every day. The County's May 16, 2017 letter reviews some of the significant visual impacts associated with the Scotty Creek Bridge, particularly the introduction of a large urban structure against the backdrop of the historic Ballard Ranch and windswept coastal hills.

As indicated in the LCP LUP Rural Issues section, the most important rural design issues are visual quality and compatibility of development with the natural landscape. This section discusses ridgeline views, where "the contrast between the land and the sky make structural intrusions very obvious." The LUP's Urban Design Concerns Building Scale section emphasizes giving particular attention to the integration of design with on-site conditions, notably with the size of structures in relation to surrounding features. LUP Policy 4 aims to minimize visual impacts to hillsides by constructing roads to fit the natural topography, and LUP Policy 6 similarly requires that visual impacts on terraces be minimized by designing structures in scale with the region's rural character. LUP Policy 7 specifically prohibits development in rural areas that projects above the ridgeline silhouette. The existing viewshed looking east from Gleason Beach and the existing Highway 1 is composed of layers of hillsides, terraces and ridgelines. The proposed 28-foot bridge structure would be erected directly in the foreground of these protected features, in front of protected ridgeline/hillside views, above natural topography in a predominantly rural area that would significantly obstruct the view looking east from Gleason Beach. All of these project elements are significantly inconsistent with multiple LUP policies.

The proposed bridge design also appears to be incompatible with LUP Visual Resource community character policies. LUP Policy 9 requires that development be sited and designed to fit the setting and be subordinate to the preexisting character of the site, and LUP Community Compatibility Section Recommendations 10 and 11 emphasize compatibility with existing community characteristics and establishes that structures be relatable in size and scale. Because this region is designated with the highest rating, of “outstanding views,” on the LCP’s Visual Resources Map, it is also subject to criteria ensuring that development design compliments and is in scale with the surrounding environment and existing community characteristics. Though it is clear that the applicant’s aim is to maintain the aesthetic qualities of the surrounding environment through the design selection for physical features of the bridge, the size and scale of the proposed structure would be visually obtrusive regardless of which design specifications for the roadway and bridge are selected. If there is no other feasible alternative to minimize impacts of the scale, this feature of the project will be inconsistent with the LUP policies that protect visual qualities in the project area.

In addition, LUP Visual Resource policies require that special considerations to be given to coastal views from vista points, stating that “(t)he viewshed from a vista point is even more sensitive than a major view since the viewer is stopped and can take full advantage of the visual experience.” Similarly, Coastal Act Section 30251 calls for considering and protecting the scenic and visual qualities of coastal areas as resources of public importance, and it also protects views, aims to minimize landform alterations, and requires development to be designed to be visually compatible with the character of the surrounding area, “and, where feasible, to restore and enhance visual quality in visually degraded areas.” The proposed bluff top viewing area overlooks existing development, failing shoreline protective devices, and debris along the bluff face and shoreline from collapsed structures. Clearly, this area affords many opportunities for restoring and enhancing visual quality within the project site through visual impact avoidance and mitigation.

In addition to requiring an LCP amendment due to fatal LCP inconsistencies related to projecting above the ridgeline, all of these significant public viewshed impacts will require mitigation. Fortunately, the project area’s resource richness also provides a strong foundation for an appropriate mitigation package that can help to offset such impacts, including through reenvisioning the area seaward of the Highway realignment north of Scotty Creek as a public access and open viewshed area (see Potential Project Mitigations section below).

Public Recreational Access

The Commission has given high priority to completing and maintaining the California Coastal Trail (CCT) for pedestrian and other users with an alignment of the Trail that is suitable to the landscape, including connecting historically-used paths and public recreational areas. The optimal CCT location for lateral pedestrian and recreational bicycling access is an alignment within the sight, sound and scent of the sea, not along a highway that would result in close exposure to motor traffic and its attendant noise, fumes, and hazards. When no other option exists, then the Commission and our local government partners often look to public road right-of-ways for CCT connections as a last resort. The LUP’s Recreation Chapter reflects a desire for the establishment of a CCT system and the County has been a pioneer in championing its completion. Although the CDP application alludes to the consideration of a recreational trail

spanning Scotty Creek, if feasible, the County should require the applicant to analyze which metrics are used to determine feasibility, and request that the applicant present a feasible alternative beyond locating this segment of the CCT directly adjacent to the proposed realigned highway. We continue to believe that options exist for using prefabricated, rustic-styled, fiberglass pedestrian bridges that are easily placed by cranes and can be moved to accommodate changing conditions. Examples of such bridges can be found at many State Parks, including the Pescadero Marsh in Central California.

The LUP's Recreation Allowable Activities section suggests that accessways should be developed to provide disabled people with the opportunity to enjoy the shoreline. The Access Plan and LUP Policy 54 ("Gleason Beach Subdivision Access") declares that "the possibility of developing [disabled] access is excellent here, but area for parking and restrooms is limited." The Plan also assigns a Priority 1 (highest) to the site for both acquisition and development. Caltrans' proposed boardwalk and stairway proposed in the pending application do offer some improvements for public access opportunities, but they may not be the best location or configuration. The incorporation of a high quality, disabled-accessible vista site within the project area should receive further consideration. Moreover, a full range of potential pedestrian access ways to Gleason Beach should be explored, including a stairway over the rock slope protection (RSP) (if that feature remains in the final design), and potential acquisition of any needed public access easements. In addition, if the RSP is included as part of the final project design the applicant will likely have to mitigate for its coastal resource impacts, including its footprint, its effect on retaining sandy materials, and its passive erosion (or 'coastal squeeze') impacts, such as through in-lieu beach and shoreline access mitigation. The County should require that the applicant develop a feasible alternative that identifies an access point south of Scotty Creek consistent with Coastal Act and LUP policies. LUP Recreation Policy 2 requires a mandatory offer of access dedication as part of any CDP that involves an accessway listed on the Access Plan, and thus this sort of dedication must also be evaluated.

Finally, the CCT might take advantage of disturbed areas along the existing Highway 1 alignment as it is rehabilitated as part of this project. The trail should be designed with managed retreat in mind as shoreline and bluff top conditions change. Of course, both termini of the CCT segment at this site must be carefully planned to connect to desired trail extensions to the north and south. Finally, more discussion is needed with various stakeholders about the long term operation and management of all public access components associated with this project prior to the completion of permit processing. In addition, it is important to note that because Highway 1 is between the first public road (i.e., the current inland extent of the right of way) and the sea and it provides public access to the coast, Coastal Act Section 30609.5 prohibits its transfer to any private entity unless public access, including access through the CCT, is permanently protected.

Again, as with public view impacts, all of these significant public recreational access impacts will require mitigation. In addition to the mitigations identified above, the area seaward of the Highway realignment north of Scotty Creek also presents potential to help offset such impacts as a fundamental part of the project (see Potential Project Mitigations section below).

Coastal Habitats

The Coastal Act defines environmentally sensitive habitat areas (ESHA) as any area in which

plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed or degraded by human activities and developments. The project site is rich with biological resources, significantly including California Red Legged Frog (CRLF), Myrtle Silverspot Butterfly (MSB), and Coho and Steelhead Salmon. Habitat categories present at the site that are considered ESHAs by the LCP include coastal terrace prairie, wetlands, Scotty Creek (an anadromous fish stream), sandy beach and coastal bluff. Sonoma's LUP and Coastal Act Section 30240(a) protect ESHA against significant disruption of habitat value and only allows uses dependent on the resources in ESHA.

Myrtle Silverspot Butterfly

The MSB is a federally endangered species that uses dog violet (*Viola adunca*, or *V. adunca*) as a larval host. *V. adunca* is distributed throughout the impacted project area, and MSB's use of the plant qualify them as ESHA. Section 30240(b) requires that development adjacent to ESHA be sited and designed to prevent impacts which would significantly degrade those areas. Similarly, LUP Policy 58 specifies that development "shall be compatible with continuance of such resources." In order to be consistent with Coastal Act Section 30240 and LUP Policy 58, the project would have to avoid the designated *V. adunca* stands altogether. As currently designed, project impacts cannot be mitigated since both the Coastal Act and LUP prohibit non-resource dependent uses in ESHA (as indicated above, requiring an LCP amendment) and prohibit adverse impacts to ESHA.

Between the two proposed northern access roads near post mile 15.6, Figure 7 of the CDP application shows a significant tract of MSB habitat permanently impacted by the new realigned right of way. However, as the project need relates to avoiding coastal hazards, it is imperative that the new highway be protected from erosive forces for at least the project lifetime. The section of proposed roadway most impacting ESHA is more than 250 feet inland from the existing highway. Overlap between larval habitat and highway occurs for approximately 50 feet on the northbound route of the highway. The proposed north access road at PM 15.6 would also impact ESHA, inconsistent with Coastal Act and LUP policies.

Commission staff is in the process of drafting a separate memo describing how impacts to sensitive species may be avoided, minimized, and appropriately mitigated when unavoidable (i.e., through and LCP amendment and/or a consolidated CDP). These suggestions will be made available at a later date. We recommend that County staff work with the applicant to include measures from this guidance into the project or as conditions of approval to achieve consistency with LUP (and cited Coastal Act sections) policies requiring protection of ESHA.

California Red-Legged Frog

The seven pilings that are proposed to support the bridge, and the bridge itself will be over wetlands, thereby constituting wetland fill by causing shading impacts. The pilings' installation will likely affect populations of wetland species, most notably the California Red Legged Frog (CRLF), in addition to other sensitive plant and animal species. The applicant should provide a map of the proposed pilings in relation to wetlands and uplands and clarify the impacts in square footage to these habitats.

With a primary goal to restore habitat for Coho and Steelhead Salmon, Caltrans' Gleason Beach

Riparian Restoration Plan element of the proposed project may not adequately address restoration measures appropriate for sustaining CRLF populations. Improvements to Scotty Creek implemented through this Plan may provide benefits to species of special biological significance, such as Coho and Steelhead, but will not necessarily substitute for additional mitigation requirements for impacted CRLF habitat. As it is further developed, the County should ensure that the applicant's Restoration Plan emphasizes restoration of habitat suitable for this species. Recommended mitigation approaches can be found in the following paragraphs.

Wetlands, Creeks and Riparian Areas

Section 30231 establishes that water quality shall be maintained and restored by controlling runoff and "maintaining natural vegetation buffer areas that protect riparian habitats, and minimizing alteration of natural streams." The project's proposed construction of new roadway will introduce new sources of stormwater runoff, and the bridge and pilings will alter the wetland community by creating newly shaded areas, which will alter the shade regime for wetlands below the roadway and impact vegetation. In order to assure consistency with Section 30231, the applicant should address how revegetation efforts in these impacted areas will be appropriate in this changed environment. It is unclear whether such a change could meet the definition of a temporary impact. The application materials submitted thus far reference that compensatory mitigation for temporary habitat impacts to wetlands will occur on or off-site. Replacement off-site may only be a suitable option for mitigating permanent impacts, where onsite mitigation is infeasible.

The application includes a description of how roadway runoff directly into the wetland and riparian area will be captured and filtered, but does not include a description for the management or treatment of stormwater runoff from the bridge above. The applicant should produce a drainage plan for the bridge, outlining how the project will avoid, minimize and mitigate impacts to the wetland and riparian area, and maintain water quality.

Echoing Coastal Act Section 30231, LUP Policy 11 prohibits the removal of vegetation from the riparian corridor, while Policy 24 prohibits the removal of vegetation from wetlands unless it is shown to be essential for the habitat viability. Sonoma County's Implementation Plan defines a riparian corridor as a line or belt of vegetation following the course of a river or stream on the immediate banks and appearing visually or structurally separate from the surrounding landscape. Also, riparian habitat existing outside of the designated Biological Survey Area – such as around the lagoon where Scotty Creek empties onto Gleason Beach – will be impacted by project activities, and this also must be understood as a part of project impacts. Likewise, Policy 17 of the LUP Environmental Resources Management Recommendations excludes all vehicles from wetlands. With construction of the bridge and pilings occurring directly adjacent to and over wetlands, the applicant should include measures to ensure that construction vehicles avoid wetland and upland areas and can obtain consistency with this policy. Also, the applicant should produce a map to illustrate the location of construction and staging areas in relation to wetlands, riparian areas, and upland ESHA.

The County LUP cites Coastal Act Section 30233 and allows for dredge and fill for certain uses and the realignment may not qualify as an incidental public service (see Section 30233(a)(4)). If it is an allowed use, dredge and fill of wetlands is permissible "where there is no feasible less

environmentally damaging alternative, and where feasible mitigation measures have been provided to minimize adverse environmental effects.” The applicant explored a range of potential alternatives to relocating the highway through a wetland, but was constrained to the chosen area, which was identified as the least damaging project alternative. The proposed highway realignment does not appear to qualify as an incidental public service. If the proposed highway realignment is not an allowable use under 30233, some proposed dredge and fill may not be permissible. Specifically, portions of the proposed project area are comprised of seasonal wetlands. Sonoma County LUP Policy 22 prohibits the fill of seasonal wetlands “to accommodate development.” Consistency with LUP Policy 22 might be possible through requiring the applicant provide project construction plans, which specifically illustrate proposed locations of highway pilings in relation to the 2.29 acres of seasonal wetland, the 3.56 total acres of wetland, and Scotty Creek, to assure that fill will not occur in wetlands. Where infeasible to modify the project, such issues could be resolved through the required LCP amendment or the consolidated CDP process.

Finally, the applicant’s proposed mitigation ratio of 1:1 for permanent impacts, in the applicant’s Restoration Plan, may not satisfy Commission requirements for mitigation for all habitats, since generally accepted mitigation ratios are 3:1 for permanent impacts to the CRLF and 4:1 for permanent impacts to wetlands. The preferred strategy is for in-kind onsite mitigation; off-site mitigation efforts do not necessarily replace the complexity of habitat mosaics that currently exist in the project area.

Other Terrestrial Species

The application includes the statement that sensitive wildlife receptors such as avian species within the Biological Survey Area may not be affected by project-related noise. This conclusion does not adequately assure protection of species in accordance with the LUP and is silent regarding impacts to nesting habitat in a locale on which nesting birds depend. In order to assure consistency with LUP Policy 19, buffers of 250 feet for any avian species, and up to 500 feet for raptors are recommended to protect nesting birds. As a last resort, where noise will unavoidably exceed 60 decibels in the vicinity of nesting birds, such as roadwork directly adjacent to riparian areas, the Coastal Commission has required use of sound barriers for maintaining noise levels below 60 decibels. The County should require that the applicant establish the suggested avoidance protocols and additionally require the design of additional project mitigation measures for any sound levels reaching higher than 90 decibels. Additionally, LUP Policy 19 favors minimizing construction during bird breeding season. This LUP Policy suggests restricting activity between March 1 and July 1. In addition to avoiding work during this time period, the project timeline should be designed to avoid impacts to special species present onsite.

Thus, many of the habitat issues lead to inconsistencies requiring an LCP amendment or a consolidated CDP process, and others will require mitigation regardless. The mitigations and analyses identified above can form the basis for these approaches, in addition to the opportunity to address some of such impacts on the area seaward of the Highway realignment and north of Scotty Creek (see Potential Project Mitigations section below).

Coastal Hazards

The LCP cites Coastal Act Section 30253, which requires new development minimize risks to life and property in areas of geologic hazard. The proposed project is moving an existing highway inland in order to further avoid geologically hazardous areas. While this proposed highway realignment will remove the existing Highway 1 corridor away from areas threatened by coastal bluff erosion, the Ballard Ranch, the area in which the new highway alignment is proposed, is designated on the County Zoning Maps as a Geologic Hazard Combining District. Pursuant to IP policy 26C-252, impacts to this portion of the project area will require a geologic survey. The applicant should complete such an investigation, using the PRMD geologic review procedure. The investigation should describe the hazards associated with the area and include mitigation measures to reduce risks to acceptable levels. Policy 8 of this section encourages that resource uses proposed for lands in Hazard Combining Districts be suitable to other surrounding development and uses. The applicant should include assurances that the proposed highway realignment can be considered a suitable use on the Ballard property and that this new development will not increase risk or geologic instability.

Agriculture

Coastal Act Section 30242, as cited in the LUP page 39, limits the ability to convert agriculture lands to nonagricultural uses unless continued agricultural use is not feasible. The proposed project cannot meet the exception criteria for this policy, thus requiring an LCP amendment or a consolidated CDP process. Specifically, agricultural use is feasible on this land, and per Section 30242, conversion would be inconsistent with the Coastal Act as cited by the LUP. The condition or quality of this agricultural land is not a determining factor in whether impacts would be considered negligible or require mitigation. The application seems to diminish the significance of the conversion of existing agricultural land by referring to existing cattle grazing as a disturbance to the wetlands and ESHA that exist on the Ballard property. The Coastal Act and the LCP both recognize agriculture as a high priority use in the coastal zone, worthy of preservation. The applicant should include a commitment to support continued grazing and agricultural use on the property. The applicant should quantify the acreage of grazing land lost and describe a plan for compensating for this resource impact. As it currently stands, the conversion of agricultural land to roadway use is inconsistent with Coastal Act Section 30242 as cited by the LUP.

State law requires all lands subject to a Williamson Act Contract, such as the Ballard property, be zoned to prevent land uses incompatible with continued agricultural use in the preserve. The proposed project may cause inconsistencies with the Contract by proposing to bifurcate the property with the realignment and construction of a highway, rendering a portion of the property inoperative as a cattle ranch. LUP Resources Policy 1 recommends that uses on these properties should not conflict with resource production activities, and LUP Policy 3 instructs that land divisions relate only to the pursuit of agriculture.

Potential Project Adjustments and Mitigations

As County and Commission staff evaluate the completeness of the information submitted for CDPs for this project, and continue discussions with Caltrans for measures to bring the overall development into compliance with Coastal Act and LCP policies, including through the requisite

LCP amendment if a consolidated CDP process is not pursued, we briefly note a few other potential issue areas that will need more attention moving forward.

One key area where resource impacts may be both avoided and/or mitigated to help arrive at an approvable project is how Caltrans approaches the existing residential development on the bluff top north of Scotty Creek and westward of the proposed new alignment. Bluff top residences are in various states of repair, ranging from inhabitable to nearing collapse, creating several impacts to visual quality, public access opportunities and environmental resources. Such resource impacts could be avoided by eliminating all or a portion of the checkerboard of pavement connections for vehicle access to service these mapped lots and houses. Staff notes that the Commission and County have contacted the owners of most lots of record westward of Highway 1 regarding possible Coastal Act/LCP violations associated with unpermitted development on or adjacent to these properties. Moreover, additional land area could become available for potential mitigation of resource impacts from the project and enhancement of degraded resources in the area that will be needed for regulatory approvals. Please encourage the applicant to consider acquiring some or all of the bluff top properties to obviate the need for continued road access and avoid costly repair and maintenance of the existing Highway 1. Providing for the removal of structures and debris on the bluff top/face and shoreline also would be a path to incorporating multi-modal public access features and mitigating for several significant impacts, including those to ESHA and visual resources.

An evaluation of this approach should be part of the alternatives analysis of the current CDP application. One of the first pieces of supporting information needed from Caltrans is the legal basis upon which Caltrans staff concludes that they have a responsibility to provide vehicular access to lots on record, and whether or not the lots are viable to future development or continued access to the lots needs to be maintained. The County should request further detailing of impacts that would be avoided through eliminating the need for some or all of the vehicular access and removing and restoring various structures. In addition, this alternatives analysis needs to describe how necessary mitigation of impacts from other portions of the project could be carried out on the acquired properties, as well as on a rehabilitation of the old Highway 1. A necessary component of such an alternatives analysis will be accounting of the costs to maintain Highway 1 at this location over the past 20 years and projections of what those costs could be expected to be over the 100 year design life of the project, so that the full context of both resource and monetary costs and benefits can be understood. Since the County has said that it is not interested in accepting a relinquishment of the old Highway 1 as a vehicular access road with high maintenance costs, Caltrans needs to assume that it will continue to be responsible for those costs unless another configuration of the project in relation to this bluff top area can be developed. Those costs would need to include anticipated demolition and restoration over time as coastal erosion continues to threaten all structures, including Highway 1.

In closing, we very much appreciate this opportunity to provide feedback on the proposed project, including potential processing options and coastal resource concerns. We note in advance that we may have additional comments as project plans and/or the process evolves over time. In the meantime, we strongly reiterate our recommendation that the County agree to a consolidated CDP application process to avoid significantly complicating the process, and to allow appropriate project review streamlining. If the County continues to choose to process a

separate CDP application, then we strongly encourage that we begin discussion immediately on the required LCP amendment, as it would need to be approved by the County Board of Supervisors and certified by the Coastal Commission before the County can legally take a final CDP action on a County CDP application. If you have any questions regarding these comments, please contact Sara Pfeifer of my staff at sara.pfeifer@coastal.ca.gov or (415) 904-5255.

Sincerely,



Nancy Cave
North Central Coast District Manager

cc: Lilian Acorda, Project Manager, Caltrans
Stefan Galvez, Chief, Office of Environmental Analysis, Caltrans
Jeanette Weisman, CH2M Hill Biologist & Coastal Specialist, Caltrans contractor



Integrated Waste
Northern Sonoma County Air Pollution Control District
Road & Bridge Operations
Sonoma County Airport
Sonoma County Transit

Susan R. Klassen, Director

Deputy Director, Road & Bridge Operations: John McCarthy

Deputy Director, Integrated Waste, Airport, Transit: Johannes J. Hoevertsz

February 16, 2017

Ms. Lilian Acorda
Project Manager, Sonoma County
Department of Transportation District 4
Project Development North
P.O. Box 23660
Oakland, CA 94623-0660

Subject: Route 1 Realignment at Gleason Beach

Thank you for your letter, dated January 24, 2016. The Sonoma County Department of Transportation and Public Works (DTPW) has reviewed the proposed project, and continues to have significant concerns related to the relinquishment of the Old Route 1 alignment to the County. Recent studies indicate that we can expect that the old road and most of the remaining houses will be lost to the ocean within the next several decades. As stated in your letter the Old Route 1 would serve local interests, I would further add that it primarily would serve private property interests, not the greater interests of the citizens of Sonoma County. Therefore, it will be very difficult for me to recommend to my Board of Supervisors that we accept the road into the County maintained system without significant mitigation from the State.

As such we will be happy to enter into discussions with Caltrans towards development of a relinquishment agreement that does not increase the County's liability. I would invite you to come up to Sonoma County at your convenience. Please contact Caren Larkin, my Executive Assistant at Caren.Larkin@sonoma-county.org or (707)565-2231 and she can work with you to schedule a meeting.

Thank you,

Susan R. Klassen, Director
Department of Transportation and Public Works.

C: Tennis Wick, Director, Permit and Resource Management Department
Caryl Hart, Director, Sonoma County Regional Parks Department
John McCarthy, Deputy Director – Sonoma County DTPW
Steve Fredericks, Surveyor – Sonoma County DTPW

California State Senate

SENATOR MIKE MCGUIRE

NORTHERN CALIFORNIA'S SECOND SENATE DISTRICT



April 5, 2018

Susan Bransen
Executive Director
California Transportation Commission
1129 N Street MS 52
Sacramento, CA 95814

Dear Ms. Bransen!

I want to thank you and your staff for all of the work on this important project. As you are aware, the Gleason Beach Realignment Project is a critical transportation safety project that would realign a section of highway 1 that has been rapidly deteriorating due to erosion. This project is a precursor of projects to come as we work to adapt to climate change around the state. This section of highway is extremely important for North Coast residents and the thousands of visitors who rely on the highway as the primary transportation link along the picturesque coastline. Given the vulnerability of the roadway caused by severe erosion at Gleason Beach, it is essential that this carefully planned and designed realignment project stay on track to meet its delivery schedule. In addition, this project should move ahead in a timely fashion as a model for California's ability to deliver multi-modal transportation projects and respond to the effects of sea level rise. This project does not just meet the needs of the motoring public, but is also designed to be completed in an environmentally sensitive way.

The resource sensitivity and richness of the project site cannot be overstated. Not only are there endangered species habitats, extensive archaeological sites and accessible beach areas that must be protected, but there also are working grazing lands and unsurpassed scenic landscapes that underpin the County's thriving agricultural and tourism economies. The direct and indirect impacts on these resources from this important infrastructure project must be addressed. As such, it is critical that the complete resource protection and mitigation package identified for the project be fully funded.

I urge you to secure the financial resources necessary to build this vital project. Please keep me updated on your progress in expeditiously moving forward the comprehensive construction and mitigation proposal developed by Caltrans District 4. If you have any questions or need additional information, please feel free to contact me at 916.651.4002.

Warmest Regards,

MIKE MCGUIRE
Senator

Executive Director -
Thank you for your
hard work on this important
Project!



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:

Steve Ehret 565-1107

Supervisorial District(s):

All

Title: Regional Parks As-Needed Professional Service Agreements - Extensions

Recommended Actions:

Authorize Chair to execute a one-year extension for fifty (50) existing As-Needed Professional Service Agreements covering eleven (11) different professional service disciplines. Regional Parks is recommending term extensions for all agreements, and also recommends adding a new "shall not exceed" amount for five (5) of the agreements:

1. Appraisal and Acquisition: Associated Right of Way Services, Inc., Ward Levy Appraisal Group, Inc. (add \$15,000 to the "shall not exceed" amount for a new total contract amount of \$40,000), and Kathy Wood & Associates;
2. Architectural and Access Compliance: Glass Architects, RossDrulisCusenbery Architecture, Inc., and STRATAap, Inc.;
3. Biological Resources: Environmental Science Associates (ESA), LSA Associates, Inc., Californian Environmental Services, Inc., Sonoma Ecology Center (add \$50,000 to the "shall not exceed" amount for a new total contract amount of \$150,000), Triple HS, Inc., dba H.T. Harvey & Associates, and WRA, Inc. (add \$100,000 to the "shall not exceed" amount for a new total contract amount of \$200,000);
4. Civil & Bio-Engineering: BKF Engineers (add \$150,000 to the "shall not exceed" amount for a new total contract amount of \$550,000), Brelje & Race Consulting Engineers, Coastland Civil Engineering, Inc., EBA Engineering, Environmental Science Associates, Green Valley Consulting Engineers, Inc. (add \$150,000 to the "shall not exceed" amount for a new total contract amount of \$550,000), Prunuske Chatham, Inc., and Questa Engineering Corporation;
5. Civil Engineering - Boat Launch and Marinas: CLE Engineering, Inc., COWI, Inc., Moffatt & Nichol, and Noble Consultants, Inc.;
6. Cultural Resources: Alta Archaeological Consulting, LLC, Environmental Science Associates (ESA), Garcia and Associates, and Tom Origer & Associates;
7. Environmental and Regulatory Processing: Analytical Environmental Services, Environmental Science Associates (ESA) (add \$100,000 to the "shall not exceed" amount for a new total

contract amount of \$200,000), LSA Associates, Inc., Prunuske Chatham, Inc., and Questa Engineering Corporation;

8. Environmental Site Assessment: Analytical Environmental Services, EBA Engineering, Environmental Geology Services, Inc., Harris & Lee Environmental Sciences; and West Yost Associates, Inc.;
9. Geotechnical Engineering: Brunsing Associates, Inc., Kleinfelder, Inc. (add \$50,000 to the “shall not exceed” amount for a new total contract amount of \$150,000), LACO Associates, Inc., Miller Pacific Engineering Group, and PJC & Associates, Inc.;
10. Land Surveying: BKF Engineers, Carlile Macy, Inc., Cinquini & Passarino, Inc., Susan D. Ruschmeyer, dba Pacific Land Surveys, and Ray Carlson & Associates, Inc.;
11. Traffic Engineering: TJKM Transportation Consultants, and Whitlock & Weinberger Transportation, Inc.

Executive Summary:

The adopted Five Year Capital Project Plan for Regional Parks contains numerous projects including both the renovation and improvement of existing park and trail facilities, as well as developing public access and opening new parklands and new class I trail facilities throughout the County. These projects require a range of professional services, and in order to expedite contracting for these services, Regional Parks proposes extending fifty (50) previously approved, As-Needed Professional Service Agreements with several firms, covering eleven (11) different frequently used disciplines. Regional Parks also proposes adding a new “shall not exceed” amount in five (5) of the fifty (50) agreements. In the case of all fifty (50) of the agreements, the terms remain unchanged. Three months before the final expiration date of the active As-Needed Agreements, Regional Parks will publish a Request for Proposals for a new round of multi-year, As-Needed Agreements.

When possible, Regional Parks will continue to use staff resources, and request professional services from other County staff, if appropriate, to perform work in support of project goals. However, regardless of whether these services are provided under an as-needed versus case-by-case contractual arrangement, there are often tasks that cannot be adequately provided by County staff, either due to workload capacity, or the need for specialized knowledge, skills, and/or professional licensure requirements. In these situations the As-Needed consultants will be utilized.

Discussion:

The original fifty (50) contracts were approved by your Board in March of 2014, and contracting for services using multi-year, As-Needed Professional Service Agreements is consistent with the practice utilized by Regional Parks since 2009. In June of 2017, your board approved a one year extension of the group of ten (10) different frequently used disciplines (originally approved in March of 2014) that included an increase in funds for seven (7) of the consultants. Additionally, in June of 2016, your board approved a one year extension of the group of eight (8) Civil Engineering As-Needed Agreements (also originally approved in March of 2014), that included a \$150,000 increase in the “shall not exceed limit” of each contract. Extending this group of contracts for one of the more frequently used professional service disciplines used in the design and development of park improvements has allowed the department to manage the current and near-term project demands.

In addition to Civil Engineering, the three disciplines in which Regional Parks continues to realize significant and ongoing demand for services includes: Appraisal and Acquisition, Environmental and Regulatory Processing, and Geotechnical Engineering. All five (5) of the contract extensions in which an increase in the “shall not exceed” amount is being requested fall within one of these three disciplines. In these cases the consultants are involved in projects that are ongoing or where additional phases of work are anticipated, and they have reached or are approaching the maximum amount available in their contracts. The department continues to coordinate with the Purchasing Agent and County Counsel to develop and maintain an acceptable approach to establishing, and amending these agreements. Having As-Needed Agreements in place results in improved efficiency for Regional Parks, County Counsel, and Purchasing by significantly reducing the number of Professional Service Agreements needed to be processed in order to complete projects in the Department’s Five Year Capital Project Plan. By eliminating the need to prepare individual requests for proposals, review and process numerous contracts and associated board reports, staff costs can be minimized, and project schedules can typically be shortened by two to six months. The expiration date for each extended Agreement shall be one year from the expiration date of the original contract expiration date. Additionally, the five contract extensions in which an increase in the “shall not exceed” amounts is being requested, as well as the remaining six (6) Civil and Biological Engineering amendments each include language requiring consultants to comply with the living wage ordinance. Three months before the final expiration date of the active As-Needed Agreements, Regional Parks will publish a Request for Proposals for a new round of multi-year, As-Needed Agreements.

Staff will continue the practice of obtaining quotes from the multiple firms on the list for each particular project, thus ensuring the County is receiving the best price and product. As is standard with County As-Needed Agreements, there is no guarantee of any minimum amount of work for any consultant. The agreements' maximum shall-not-exceed amounts are based upon projects that are identified in the Department's approved Five Year Capital Project Plan. All the funds expended will be consistent with the amounts appropriated for each project by the Board of Supervisors. The contract amounts also include contracting capacity for unforeseen projects that arise over the course of the contract period.

Fifty (50) As-Needed Agreements are being recommended for one-year extensions, as set forth below. In five (5) of these 50 Agreements Parks is also requesting a new “shall not exceed” amount. Each consultant Agreement is listed with the new expiration date of their extended Agreement. In the case of the five (5) consultant agreements in which new “shall not exceed” amounts are also being requested, additional details in terms of the amount remaining in the consultant Agreement, and the additional amount being added is also included in the below summary.

Appraisal and Acquisition Services:

1. Associated Right of Way Services, Inc., Pleasant Hill – new expiration date: 04/16/19
2. Ward Levy Appraisal Group, Inc., Santa Rosa – new expiration date: 04/16/19 (add \$15,000 to the “shall not exceed” amount for a new total contract amount of \$40,000; current remaining = \$9,775)
3. Kathy Wood & Associates, Sausalito – new expiration date: 05/05/19

Architectural and Access Compliance Services:

1. Glass Architects, Santa Rosa – new expiration date: 03/25/19

2. RossDrulisCusenbery Architecture, Inc., Sonoma – new expiration date: 03/25/19
3. STRATAap, Sonoma – new expiration date: 03/25/19

Biological Resources:

1. Environmental Science Associates (ESA), Petaluma – new expiration date: 04/22/19
2. LSA Associates, Inc., Point Richmond – new expiration date: 04/22/19
3. Californian Environmental Services, Inc., Fremont – new expiration date: 04/22/19
4. Sonoma Ecology Center, Eldridge – new expiration date: 04/22/19
5. Triple HS, Inc., dba H.T. Harvey & Associates, Los Gatos – new expiration date: 04/22/19
6. WRA, Inc., San Rafael – new expiration date: 04/22/19

Civil and Bio-Engineering:

1. BKF Engineers, Santa Rosa – new expiration date: 3/25/19 (add \$150,000 to the “shall not exceed” amount for a new total contract amount of \$550,000; current remaining = \$1),
2. Brelje & Race Consulting Engineers, Santa Rosa – new expiration date: 3/25/19
3. Coastland Civil Engineering, Inc., Santa Rosa – new expiration date: 3/25/19
4. EBA Engineering, Santa Rosa – new expiration date: 3/25/19
5. Environmental Science Associates
6. Green Valley Consulting Engineers, Inc., Santa Rosa – new expiration date: 3/25/19 (add \$150,000 to the “shall not exceed” amount for a new total contract amount of \$550,000; current remaining = \$6,296)
7. Prunuske Chatham, Inc., Sebastopol – new expiration date: 3/25/19
8. Questa Engineering Corporation; Point Richmond – new expiration date: 3/25/19

Civil Engineering – Boat Launch & Marinas:

1. CLE Engineering, Inc., Novato – new expiration date: 03/25/19
2. COWI, Inc., Oakland – new expiration date: 03/25/19
3. Moffatt & Nichol, Walnut Creek – new expiration date: 03/25/19
4. Noble Consultants, Inc., Novato – new expiration date: 03/25/19

Cultural Resources:

1. Alta Archaeological Consulting, LLC, Santa Rosa – new expiration date: 03/25/19
2. Environmental Science Associates (ESA), Petaluma – new expiration date: 03/25/19
3. Garcia and Associates, San Anselmo – new expiration date: 03/25/19
4. Tom Origer & Associates, Rohnert Park – new expiration date: 03/25/19

Environmental and Regulatory Processing:

1. Analytical Environmental Services, Sacramento – new expiration date: 03/25/19
2. Environmental Science Associates (ESA), Petaluma – new expiration date: 03/25/19 (add \$100,000 to the “shall not exceed” amount for a new total contract amount of \$200,000; current remaining = \$16,711)
3. LSA Associates, Inc., Point Richmond – new expiration date: 03/25/19
4. Prunuske Chatham, Inc., Sebastopol – new expiration date: 04/22/19
5. Questa Engineering Corporation, Point Richmond – new expiration date: 03/25/19

Environmental Site Assessment:

1. Analytical Environmental Services, Sacramento – new expiration date: 04/16/19
2. EBA Engineering, Santa Rosa – new expiration date: 04/11/19
3. Environmental Geology Services, Inc., Petaluma – new expiration date: 04/15/19
4. Harris & Lee Environmental Sciences, Santa Rosa – new expiration date: 04/15/19
5. West Yost Associates, Inc., Santa Rosa – new expiration date: 04/15/19

Geotechnical Engineering:

1. Brunsing Associates, Inc., Santa Rosa – new expiration date: 04/22/19
2. Kleinfelder, Inc., Santa Rosa – new expiration date: 04/22/19 (add \$50,000 to the “shall not exceed” amount for a new total contract amount of \$150,000; current remaining = \$20,163)
3. LACO Associates, Inc., Eureka – new expiration date: 04/22/19
4. Miller Pacific Engineering Group, Petaluma – new expiration date: 04/22/19
5. PJC & Associates, Inc., Rohnert Park – new expiration date: 04/22/19

Land Surveying:

1. BKF Engineers, Santa Rosa – new expiration date: 04/22/19
2. Carlile Macy, Inc., Santa Rosa – new expiration date: 04/22/19
3. Cinquini & Passarino, Inc., Santa Rosa – new expiration date: 04/22/19
4. Susan D. Ruschmeyer, dba Pacific Land Surveys, Gualala – new expiration date: 04/22/19
5. Ray Carlson & Associates, Inc., Santa Rosa – new expiration date: 04/22/19

Traffic Engineering:

1. TJKM, Pleasanton – new expiration date: 04/22/19
2. Whitlock & Weinberger Transportation, Inc., Santa Rosa – new expiration date: 04/22/19

Prior Board Actions:

June 26, 2017, Board approved an amendment to Regional Parks As-Needed Agreement – Terms Extensions for forty-two (42) agreements. June 24, 2016, Board approved an amendment to Regional Parks As-Needed Agreement – Terms Extensions for Civil & Bio Engineering Services only (eight (8) agreements). May 24, 2016 Board Approved Regional Parks 5-Year Capital Project Plan for 2016-2021. March 25, 2014, Board approved fifty (50) As-Needed Professional Agreements with Regional Parks – Including the forty-two (42) original agreements.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The As-Needed contracts with multiple firms are a tool that support Regional Parks allowing planners to more efficiently and cost effectively meet park improvement project goals.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
No funds are specifically committed to these as-needed contracts. When work is required under one of these contracts it will be paid for from funds already committed to the particular project for which the contract is being utilized.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			
Fifty (50) - Amendments to existing As-Needed Professional Agreements, including five (5) with new "shall not exceed" contact amounts.			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 14
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Julie Bertoli, 565-1469

Supervisorial District(s):

All

Title: Inmate Housing Agreements

Recommended Actions:

Authorize the Sheriff to execute out of county inmate housing agreements. Such agreements will have a term between April 17, 2018 and March 31, 2021, for a cost of approximately \$173.50 per inmate, per day.

Executive Summary:

The purpose of this item is to continue to provide the Sheriff with the authority needed to enter into out of county inmate housing agreements. These agreements provide the Sheriff with the flexibility needed to house inmates in other facilities during catastrophic events and extreme circumstances.

Discussion:

Background

Historically, the Sheriff's Office has utilized out of county inmate housing agreements to relieve overtaxed staff during extended periods of staffing shortages. These agreements also provide the Sheriff with options in the event of catastrophic failure at one of the detention facilities or in the event of an emergency requiring evacuation.

Staffing: Staffing shortages have a direct impact the Sheriff's Office ability to run the County's adult detention facilities. The facilities require a minimum number of employees to safely operate 24 hours a day, seven days a week. The number of individuals in custody at any one time also determines the number of correctional deputies required. There are no relief positions allocated, therefore every vacant position as well as every time a correctional deputy is off work due to vacation, sick leave, or injury, the position must be filled with overtime. The Sheriff's Office has struggled with maintaining sufficient numbers of correctional deputies for many years and has faced recruitment and retention challenges, much like most law enforcement agencies in California. This situation exists for several reasons. Partly, because the correctional deputy job class serves as an excellent stepping stone in a path

to other law enforcement careers. Additionally, separations as a result of retirement and injuries add to the challenge.

Catastrophic and Emergency Events: In addition to staffing issues, the Sheriff may need to utilize out of county inmate housing during a catastrophic facility failure, such as loss of water, power, or a long term kitchen or HVAC failure. As we experienced with the recent fire, a natural disaster could also create conditions that require inmates to be evacuated from our detention facilities. Having out of county housing agreements in place prior to a catastrophic or emergency event will allow the Sheriff's Office to react immediately and insure the safety of the individuals in our custody.

In February 2014, the Board granted the Sheriff the authority to sign agreements with neighboring and Bay Area counties to house Sonoma County inmates in an effort to mitigate overtime hours worked by correctional deputies due to staffing shortages. At the time, mandatory overtime hours were in excess of 40 hours per month, per correctional deputy. This situation had been going on for over a year. To relieve the burden, the Sheriff's Office entered into inmate housing agreements with Alameda, Mendocino, and Solano Counties. These agreements were funded entirely with salary savings from the vacant positions.

Request

The Sheriff is requesting that the Board authorize him to enter into out of county inmate housing agreements similar to the attached sample agreement. Any agreement the Sheriff enters into on behalf of the County will be approved by County Counsel prior to execution. Minor modifications may be needed to accommodate the participating county's standard policies and procedures. Any changes will be approved by County Counsel. The cost of these agreements are estimated at \$173.50 per inmate, per day. A cost of living increase for the second and third years of the agreements may be requested by participating agencies. Any such increase shall be in line with the Bay Area consumer price index. These agreements will have a term between April 17, 2018 and March 31, 2021. Although there is no current need for these agreement, the Sheriff requests the authority to execute these agreements so that they can be in place in the event of an emergency or staffing shortage.

Prior Board Actions:

2/4/2014 – Board authorized the Sheriff to enter into out of county inmate housing agreements.

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

Approving the proposed agreements ensures the safety and security of correctional staff and inmates housed at the Sonoma County Detention facilities.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	0	0	
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	

Narrative Explanation of Fiscal Impacts:

If out of county inmate housing becomes necessary, the cost of these agreements are estimated at \$173.50 per inmate, per day. A cost of living increase for the second and third years of the agreements may be requested by participation agencies. Any such increase shall be in line with the Bay Area consumer price index. In the event of use due to staffing shortages, it is anticipated that salary savings will offset the cost of the services.

Prior year expenditures housing inmates out of county. These costs were funded entirely with salary savings.

FY 15-16	FY 16-17	FY 17-18 (YTD)
\$ 989,721	\$ 1,217,515	\$ -

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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Attachments:
Attachment A – Sample Agreement to Provide Housing/Bed Space for County Inmates
Related Items “On File” with the Clerk of the Board:

AGREEMENT TO PROVIDE HOUSING/BED SPACE FOR COUNTY INMATES

This AGREEMENT is made and entered into by and between, the County of Sonoma, Sheriff's Office, a political subdivision of the State of California, hereinafter referred to as "Contractor", and [_____], Sheriff's Office, also a political subdivision of the State of California, hereinafter referred to as "County" and collectively referred to as, "the Parties".

RECITALS

WHEREAS, Contractor has a need for County to provide Contractor with Inmate Housing Services; and

WHEREAS, County has the expertise and capabilities necessary to provide housing and associated services for inmates sentenced to Contractor's facility; and

WHEREAS, County agrees to house those inmates at County's _____, hereinafter referred to as "[]" or "the facility."

NOW THEREFORE, Contractor and County, for the consideration hereinafter named, agree as follows:

I. TERM OF AGREEMENT

The initial term shall commence with the signing of the Agreement through and including TBD, with the option to extend the Agreement as necessary.

In the event the Parties to this Agreement exercise the option to extend this Agreement, the Parties must commence negotiations for any desired rate changes and/or changes to the terms and conditions of this Agreement a minimum of ninety (90) days prior to the expiration of this Agreement. Further, the Parties to this Agreement must mutually agree to any extension(s) of this Agreement, including any changes in rate and/or any changes to the terms and conditions of the Agreement in writing, prior to renewal or extension of this Agreement.

II. DESCRIPTION OF SERVICES PROVIDED BY THE [] COUNTY SHERIFF'S OFFICE

A. General Scope of Services: County shall provide for the care, confinement and security of sentenced inmates previously in the care of Contractor (herein referred to as Contractor inmates) in accordance with all state laws, standards, regulations, policies, procedures and court orders applicable to the [] facility.

1. Contractor inmates housed at [] shall remain under the legal custody of Contractor, and physical custody of County.
2. County agrees to staff the [] facility to ensure Contractor inmates are supervised and provided program services, but only to the extent and in the same manner currently provided to _____ County inmates.
3. Contractor will select and assign inmates to []. Contractor will, prior to assignment to [], disclose complete inmate classification history, in-custody disciplinary history, proper detainer, and medical records to County. County retains the right to exclude specific individual inmates for security reasons, medical issues requiring excessive inpatient health care, excessive out-patient health care as determined by County and its health services contractor, or for any other reason County deems appropriate based upon the inmates history and records. County retains the right to determine exclusion of such inmates at the time of assignment or at any point during their incarceration at [_____].
4. Contractor inmates whose behavior proves to be unmanageable, as determined by County in its sole discretion will be removed by Contractor upon the telephonic and/or e-mail request of the [] Facility Commander when such request is accompanied by a [_____] County Sheriff's Office Disciplinary Report or Criminal Report. Contractor agrees to remove the subject inmate within three (3) working days of notification, and shall bear all costs associated with that inmate's return to Contractor's detention facility.

III. TERMINATION OF AGREEMENT

County or Contractor may terminate this Agreement at any time for their respective convenience upon thirty (30) days written notice, or earlier upon written mutual agreement. Contractor shall pay for all costs up to and until the time of termination of agreement.

IV. COMPENSATION

A. Contractor agrees to pay County *no more* than **\$173.50** per day and *no less* than **\$XX.00** per day for each Contractor inmate held in custody at [], in accordance with the policies and procedures established by the _____ County Board of Supervisors or the _____ County Sheriff. Furthermore, the daily rate shall be determined by the daily number of Contractor inmates County houses.

This daily rate will be determined as follows:

<u>Contracted Inmates Housed</u>	<u>Rate:</u>
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B. County retains the right to establish a rate increase if County decides it is necessary to ensure full reimbursement for County expenses associated with Contractor inmates. In such case, Contractor shall be informed in writing, thirty (30) days prior to implementation of the proposed increase and effective date of the implemented increase. Contractor retains the right to agree to the increase in rate(s) or remove Contractor inmates within thirty (30) days of the written notification of the rate increase if the rate increase is not acceptable to Contractor.

C. County shall submit to Contractor an itemized invoice that details the number of Contractor inmates held in custody during the prior calendar month based on the monthly average population of Contractor inmates, within thirty (30) days after the close of each monthly period. Contractor shall pay County within forty-five (45) days of receipt of said invoice.

D. If such payment is not received by County, at the office that is described on the invoice, within forty-five (45) days after the date of receipt of the invoice, County is entitled to recover interest on the amount unpaid. Interest shall be at the rate of two (2) percent per calendar month or any portion thereof calculated from the last day of the month in which services covered by the invoice were performed.

E. If payment is in arrears more than 60 days County retains the right to terminate any contractual agreement with Contractor and any and all Contractor inmates housed at [] will be returned to Contractor's jail facility. All costs associated with the removal and transportation of Contractor inmates is the responsibility of Contractor.

V. **MEDICAL CARE**

A. County shall provide Contractor inmates with the full range of medical care available **inside** the facility. The level of care inside the facility will be the same as that provided to _____ County inmates and all other contract inmates residing within the [] facility. County is financially responsible for all medical care provided **inside** the facility to Contractor inmates. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over the counter prescriptions and, any prescription medications routinely stocked by the facility which are provided to Contractor inmates. The cost of all of the above-referenced medical care is covered by the charged Contractor's per diem rate. However, if dialysis or any other non-routine medical equipment or life-saving medical procedure is provided within the facility, as determined by County and its health services contractor, Contractor will be required to pay for the cost of that service, which shall be included in the monthly invoice described in Section IV.C. above:

1. County is responsible for all associated medical record keeping.
2. County shall conduct Tuberculosis (TB) testing in accordance with the latest Centers for Disease Control (CDC) Guidelines and document the result in Contractor inmate's medical record. Purified Protein Derivative (PPD) skin tests will be utilized at [] and will be conducted during Contractor inmate's medical pre-screening upon arrival at []. These

test results will be read between 48 and 72 hours after the test is initialized.

3. County will notify Contractor of any cases of suspected or active TB or any other highly communicable disease such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect prior transports or future scheduled transports so that protective measures may be taken by Contractor.
4. Contractor inmates residing at [] may be charged a medical co-payment by County. Contractor is not responsible for medical co-payments and will not be billed for these costs. Contractor inmates are responsible for all co-payments unless found to be indigent.

B. Contractor is financially responsible for all medical care provided **outside** of the facility to Contractor inmates. Contractor, not County, will be billed directly by the medical care provider.

1. “Outside medical care” is defined as the hospitalization or referral of an inmate to a hospital or medical provider for services not provided by County inside [].
2. While a Contractor inmate is in the physical custody of County, County shall be deemed to be the receiver of medical information pursuant to the Health Insurance Portability and Accountability Act of 1996.
3. When necessary, County will provide transport and security of Contractor inmates to and from medical care facilities within _____ County. County will provide security for Contractor inmates for outpatient medical services. If Contractor inmates are admitted to the medical facility Contractor will be responsible for security for the inmates during their medical stay outside of [].

5. All **outside** medical care provided to Contractor inmates must be timely and pre-approved by Contractor, except in the event of an emergency. In the event of an emergency, County and its contract health provider will proceed immediately with necessary medical treatment. In such an event, County will notify Contractor no later than 5 p.m. on the next business day regarding the nature of Contractor inmate's illness or injury as well as the types of treatment provided.
6. Inmates under the custody and control of County who receive medical treatment, and the associated bill for such treatment, from an outside medical provider will be charged equally whether a contract inmate or inmate of County. Contractor will be responsible for the outside medical payment and shall not be subject to additional fees based on the contract status of the inmate. Contractor shall be responsible for any costs of hospitalizations pursuant to court orders under California Penal Code sections 4011 and 4011.5 regarding inmate hospitalizations.

VI. RECEIVING AND DISCHARGING CONTRACT COUNTY INMATES

A. Except as otherwise provided for in this Agreement, Contractor is responsible for any and all transportation of prisoners subject to this Agreement at Contractor's sole expense, including but not limited to transportation occurring prior to County receiving Contractor inmates and after County discharges Contractor inmates, as well as for any and all required court appearances or other legally mandated transportation.

B. County agrees to accept inmates only upon presentation by an authorized member of Contractor with proper credentials and proper documentation from a court committing the inmate to serve time in Sonoma County jail, and upon receipt of inmate classification history, in-custody disciplinary history, proper detainer, and medical records. Absent extraordinary circumstances, County shall not relocate a Contractor inmate from one facility to another under County's control not named in this Agreement without permission of Contractor.

C. County agrees to only release Contractor inmates to authorized representatives of Contractor, via valid removal order, or to a federal law enforcement designee (e.g., Drug Enforcement Administration, Immigration and Customs Enforcement).

VII. CAPACITY RELEASE

County shall not be restricted in releasing Contractor inmates pursuant to the capacity release policies set by County. County will give reasonable notice to Contractor of impending capacity limits that would cause the early release of Contractor inmates. Contractor shall transport all inmates scheduled for capacity release from County to Contractor's county jail or to another appropriate facility to serve the remainder of their sentence.

VIII. TRANSPORT AND RELEASE

Contractor agrees to be responsible for the transportation of all inmates to and from Contractor. Contractor agrees to transport Contractor inmates from _____ County to Sonoma County prior to their release from custody.

IX. INMATE DISCIPLINE

Contractor inmates assigned to [] will be required to follow all applicable Inmate Rules and Regulations established by County. The administration of discipline to Contractor inmates and any resultant appeals by Contractor inmates will be handled by County staff in accordance with the provisions in place for County inmates.

X. SPECIAL NOTIFICATIONS

County shall notify Contractor of any activity by a Contractor inmate which would likely result in litigation or alleged criminal activity. County will notify Contractor of any criminal proceedings in which an inmate from Contractor is named as a suspect in _____ County which could adversely affect pending release or calculated release time keeping issues related to the inmate's release.

XI. MODIFICATIONS TO AGREEMENT

Any modifications to this Agreement shall be in writing and signed by the authorized representative of each party.

XII. INTEGRATION OF CLAUSE

This Agreement contains the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior agreements, written or oral, between the parties on such matters.

XIII. SEVERABILITY CLAUSE

Should any provision of this Agreement be unenforceable, those provisions shall be considered severable, and the remaining provisions shall remain in effect.

XIV SPECIAL TERMS AND CONDITIONS FOR PUBLIC ENTITY AGREEMENTS

A. Contract Disputes with Public Entities

1. As a condition precedent to County's or Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, County and Contractor agree that all disputes and/or claims of County or Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. County's or Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

2. Pending the final resolution of any such disputes and/or claims, County and Contractor agree to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. County's or Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

3. The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in _____ County, California, the parties hereby waiving any claim or defense that such venue is not

convenient or proper.

4. A County, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with Contractor, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

B. Confidentiality of Data

1. All financial, statistical, personal, technical and other data and information relating to Contractor's or County's operation, which are designated confidential by Contractor or County and made available to carry out this Agreement, or which become available to County or Contractor in order to carry out this Agreement, shall be protected by County and Contractor from unauthorized use and disclosure except as otherwise required by law. If the methods and procedures employed by County and Contractor for the protection of County's and Contractor's data and information are deemed by the other party to be adequate for the protection of Contractor's or County's confidential information, such methods and procedures may be used with the written consent of that party. County and Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in County's or Contractor's possession that is independently developed by County or Contractor outside the scope of the Agreement or is rightfully obtained from third parties.
2. No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by County or Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the other party) without prior written approval of

both County and Contractor, except as otherwise required by law.

C. Accounting Principles

County and Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; County cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

D. Liability for Nonconforming Work

County will be responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to County's deadline, County will be given a reasonable opportunity to cure the nonconformity.

E. Temporary Nonperformance

If mechanical failure due to natural disaster, act of terrorism, or any other reason, causes County to be temporarily unable to perform the work as required, County may require Contractor to reassume custody of Contractor inmates immediately. The options for Contractor include but are not limited to returning the inmate(s) to the county of criminal conviction and/or seeking additional contract bed space from another provider.

XV. ADDITIONAL PROVISIONS FOR PUBLIC ENTITY AGREEMENTS

A. Worker's Compensation

Contractor inmates held in the physical custody of _____ County will be housed in _____ County's [_____]. If a Contractor inmate is injured while working in any capacity in [_____], the inmate's Worker's Compensation claim will be filed and processed through Sonoma County. The cost of any initial doctor's visits, medical appointments, prescribed medication, physical therapy, and work/physical limitations related to the Workers Compensation claim will be the sole responsibility of Sonoma County. Any medical appointments, procedures, and billing

protocols, outside of an emergency, will fall under the section “*V. Medical Care*” of this contractual Agreement.

B. Confidentiality of Medical Information

County and Contractor agree that all inmate/patient medical record information will be identified as confidential, shall be held in trust and confidence, and shall be used only for the purposes contemplated under this Agreement and consistent with applicable health information privacy laws.

County by acceptance of this Agreement agrees that its health services contractor is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

C. Insurance Requirement

County hereby represents and warrants that County currently and shall for the duration of this Agreement be insured and provide proof of self- insurance or insurance: Commercial General Liability and Auto Liability - \$1,000,000 per occurrence for bodily injury and property damage liability combined.

Contractor hereby represents and warrants that Contractor currently and shall for the duration of this Agreement be insured and provide proof of self- insurance or insurance: Commercial General Liability and Auto Liability - \$1,000,000 per occurrence for bodily injury and property damage liability combined.

D. Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of _____, its Board of Supervisors,

officers, elected officials, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss there from, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

E. Notices

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. **Telex or facsimile transmission:** When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: _____

To Contractor: COUNTY OF Sonoma
Sheriff Robert Giordano
2796 Ventura Avenue
Santa Rosa, CA 95403
Attn:

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

F. Miscellaneous Provisions:

1. No Waiver of Breach. The waiver by Contractor 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.

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

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

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

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

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

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

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

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

G. Signatory: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

COUNTY OF SONOMA

By: _____
Steve Freitas,
Sheriff- Coroner

Date: _____

By: _____
Deputy County Counsel

Date: _____

COUNTY OF _____

By: _____
Chair
Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors

Date: _____

By: _____
Sheriff-Coroner

Date: _____

By: _____
Deputy County Counsel

Date: _____



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 15
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Sharon Post, 565-1119

Supervisorial District(s):

All

Title: Surrendered and Abandoned Vessel Exchange (SAVE) Grant

Recommended Actions:

Adopt a resolution authorizing the Sheriff to execute the California Department of Parks and Recreation, Division of Boating and Waterways, Surrendered and Abandoned Vessel Exchange (SAVE) grant agreement providing funding in the amount of \$14,900 to the Sheriff's Office Marine Unit to dispose of surrendered and abandoned boats through March 1, 2019. The grant promotes navigational and environmental safety on Sonoma County's waterways by removing, reducing, and preventing abandoned recreational vessels and marine debris.

Executive Summary:

The Sheriff's Office is requesting the Board's approval to execute a Surrendered and Abandoned Vessel Exchange (SAVE) grant agreement with the California Department of Parks and Recreation, Division of Boating and Waterways; and authorization for the Sheriff to accept \$14,900 for FY 18-19 to enable the Marine Unit to dispose of surrendered and abandoned vessels on Sonoma County waterways.

Discussion:

The Sonoma County Sheriff's Office Marine Unit was a recipient in 2016 of Surrendered and Abandoned Vessel Exchange (SAVE) grant funding (\$21,100) from the California Department of Parks and Recreation, Division of Boating and Waterways (DBW). The grant is available statewide to qualified local public agencies with jurisdiction over navigable waterways. The Division of Boating and Waterways announced in Fall 2017 that supplemental funds were available to grantees, and in December 2017 the Sheriff's Office Marine Unit applied for additional funds. A grant of \$14,900 was awarded. Finalization of the grant requires a Board resolution authorizing execution of the grant agreement.

Background. The Sonoma County Sheriff's Office Marine Unit maintains primary law enforcement jurisdiction over Sonoma County's waterways: Bodega Bay, the Pacific Ocean, Lake Sonoma, Russian River, Petaluma River/San Pablo Bay, and the Gualala River. Under Harbors and Navigation Code, Section 526.1, a "surrendered vessel" is a recreational vessel that the verified titleholder has willingly surrendered to a

willing public agency under both of the following conditions: (a) the public agency has determined that the vessel is in danger of being abandoned, and therefore has a likelihood of causing environmental degradation or becoming a hazard to navigation, and (b) the decision to accept a vessel is based solely on the potential of the vessel to likely be abandoned and cause environmental degradation or become a hazard to navigation.

Historically, problems with abandoned vessels have occurred primarily in Bodega Bay and the Petaluma River/San Pablo Bay areas. In late 2010 and early 2011, the Marine Unit partnered with the Environmental Protection Agency (EPA), CalRecycle, California Fish and Wildlife, Sonoma County Regional Parks, and the Petaluma Police Department to complete several vessel abatement projects on Bodega Bay and on the Petaluma River. Since then, the Marine Unit has continued to monitor derelict vessels and navigational hazards within the County and provides assistance with abatement to other agencies as needed.

The Marine Unit applied for \$30,000 in supplemental SAVE grant funds, and was awarded \$14,900 to be used for removal of abandoned and derelict vessels at Spud Point Marina and/or to accept boats surrendered through the Marine Unit's Vessel Turn-In Program (VTIP). The VTIP is administered by the Division of Boating and Waterways through local participating agencies, and provides a path for boat owners to surrender unwanted recreational vessels free of charge, thereby removing them from the supply chain and reducing the potential for abandonment. The Sheriff's Office Marine Unit started its Vessel Turn-In Program in 2017.

The Surrendered and Abandoned Vessel Exchange (SAVE) Grant #C17S0610-S is ready for execution by the County. The Sheriff's Office must attain a fully executed contract, complete the work and submit for reimbursement by March 1, 2019.

As a condition of the grant award, the Division of Boating and Waterways requires a ten percent contribution (\$1,490) from the local agency receiving the grant. The contribution may be rendered in cash or through verifiable in-kind contributions which may include personnel hours and the cost of excess removal and/or storage expenses. The Marine Unit expects to contribute in-kind personnel hours.

No General Funds are requested. Appropriations for this unanticipated grant revenue and associated expenditures will be requested as a Supplemental Budget Adjustment for FY 18-19.

Prior Board Actions:

A \$21,100 Surrendered and Abandoned Vessel Exchange (SAVE) Grant from the Division of Boating and Waterways was approved by the Board of Supervisors (Resolution 16-0358) on September 20, 2016.

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

Approval of this item will allow the Sheriff's Marine Unit to contribute to community navigational and environmental safety by removing abandoned and surrendered recreational vessels.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		\$1,490	
Additional Appropriation Requested			
Total Expenditures		\$1,490	
Funding Sources			
General Fund/WA GF		\$1,490	
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		\$1,490	
Narrative Explanation of Fiscal Impacts:			
<p>The Surrendered and Abandoned Vessel Exchange grant provides State reimbursement for expenses incurred by the Sheriff's Office Marine Unit to remove derelict vessels, not to exceed for \$14,900 through March 1, 2019. The Fiscal Summary above shows the \$1,490 match, which is included in the FY 18-19 requested budget. If approved by the Board, appropriations for \$14,900 will be requested as a Supplemental Budget Adjustment for FY 18-19.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
<ol style="list-style-type: none"> 1. Resolution authorizing execution of the Division of Boating and Waterways, Surrendered and Abandoned Vessel Exchange Agreement 2. Division of Boating and Waterways, Surrendered and Abandoned Vessel Exchange Agreement 			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: April 17, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing the Sonoma County Sheriff-Coroner to Execute the California Department of Parks and Recreation, Division Of Boating and Waterways, Surrendered and Abandoned Vessel Exchange Grant Agreement in the Amount of \$14,900 through March 1, 2019.

Whereas, the Sheriff's Office Marine Unit has identified abandoned and/or derelict vessels in Bodega Bay and has requested funding from the California Department of Parks and Recreation, Division of Boating and Waterways to fund the removal of these vessels; and

Whereas, the Marine Unit has implemented a Vessel Turn-In Program, which allows boat owners to surrender an unwanted recreational vessel to participating public local agencies; and

Whereas, the Sheriff-Coroner has applied for and has been awarded funding from the California Department of Parks and Recreation, Division of Boating and Waterways for the removal of surrendered and abandoned vessels.

Now, Therefore, Be It Resolved by the Board of Supervisors that Sonoma County Sheriff-Coroner, Robert Giordano, is authorized to execute the California Department of Parks and Recreation, Division of Boating and Waterways Surrendered and Abandoned Vessel Exchange contract documents and requests for reimbursement up to \$14,900.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
DIVISION OF BOATING AND WATERWAYS
GRANT AGREEMENT - CERTIFICATE OF FUNDING

GRANTEE: Sonoma County Sheriff's Office
GRANT TITLE: SURRENDERED AND ABANDONED VESSEL EXCHANGE (SAVE)
GRANT AMOUNT: \$14,900.00
GRANT NUMBER: C17S0610-S
GRANT TERM: Effective: Date Fully Executed* through March 1, 2019
FULLY EXECUTED: To be advised

The Grantee agrees to the terms and conditions of this contract, hereinafter referred to as Agreement, and the State of California, acting through its Director of the Department of Parks and Recreation, and pursuant to the State of California agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the SCOPE OF WORK as defined in the Agreement.

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

Grantee: Sonoma County Sheriff's Office Address: 2796 Ventura Ave, Santa Rosa, CA 95403 Authorized Signature: Printed Name: Title of Authorized Representative: Date:	Agency: Department of Parks and Recreation Division of Boating and Waterways ATTN: Ron Kent Address: One Capitol Mall, Suite 500 Sacramento, CA 95814 Authorized Signature: Printed Name: Ramona Fernandez Title: Chief of Operations Date:
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**CERTIFICATE OF FUNDING
(FOR STATE USE ONLY)**

GRANTEE: Sonoma County Sheriff's Office
GRANT TITLE: FY 2017/18 Surrendered and Abandoned Vessel Exchange (SAVE)
GRANT AMOUNT: \$14,900.00
GRANT NUMBER: C17S0610-S
GRANT TERM: Effective: Date Fully Executed* through March 1, 2019
FULLY EXECUTED: To be advised

CONTRACT NO C17S0610-S	AMENDMENT NO	CALSTARS VENDOR NO 4000000012-02		PROJECT NO
AMOUNT ENCUMBERED BY THIS DOCUMENT \$14,900.00	FUND TITLE Abandoned Watercraft Abatement Fund 0577		AGENCY BILLING CODE NO 053706	
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT \$0	ITEM 3790-101-0577	CHAPTER 14	STATUTE 2017	FISCAL YEAR 2017/18
TOTAL AMOUNT ENCUMBERED TO DATE \$14,900.00	INDEX 1706	OBJECT CODE	PCA CODE 69008	PROJECT/WORK PHASE N/A
T.B.A. NO	I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.			
B.R.NO 77-1	ACCOUNTING OFFICER'S SIGNATURE		DATE	

STATE OF CALIFORNIA

Department of Parks and Recreation, Division of Boating and Waterways
One Capitol Mall, Suite 500
Sacramento, CA 95814

EXHIBIT A
SURRENDERED AND ABANDONED VESSELS EXCHANGE (SAVE)
FISCAL YEAR 2017/18
SCOPE OF WORK

Grantee agrees to provide to the Division of Boating and Waterways (DBW) as described herein:
See Grant Application: Letter of Intent, Scope of Work and Work Plan of Exhibit G.

The services shall be performed in the jurisdiction of: Sonoma County Sheriff's Office

State Agency: Division of Boating and Waterways	Grantee (Agency Name): Sonoma County Sheriff's Office
Name: Ron Kent	Grantee Representative*: Sharon Post
Title: Program Administrator	Title: Administrative Analyst
Address: One Capitol Mall, Suite 500 Sacramento, CA 95814	Address: 2796 Ventura Ave, Santa Rosa, CA 95403
Phone: (916) 327-1825	Phone: (707) 565-1119
Fax:	Fax:
Email: ron.kent@parks.ca.gov	Email: sharon.post@sonoma-county.org

* Grantee representative information may only be changed by giving 30 days written notice to DBW.

EXHIBIT B

Surrendered and Abandoned Vessels Exchange (SAVE) Grant Program

1. NEEDS AND OBJECTIVES OF DBW

- a. Pursuant to its authority under Harbors and Navigation Code section 525, the Division of Boating and Waterways (DBW) wishes to contract with Grantee for the removal and disposal of abandoned, wrecked or dismantled vessels, or parts thereof, or any other partially submerged objects (hereinafter "eligible water hazards") which pose a substantial hazard to navigation within Grantee's jurisdiction as listed on the Questionnaire, found in Exhibit A.
- b. Pursuant to its authority under Harbors and Navigation Code Section 525, the Division of Boating and Waterways (DBW) wishes to contract with Grantee for the removal and disposal of surrendered vessels, or parts thereof, which are in danger of being abandoned and has a likelihood of causing environmental degradation or becoming a hazard to navigation within Grantee's jurisdiction as specified according to the Grantee's Work Plan, found in Exhibit A.

2. WATER HAZARDS ELIGIBLE FOR REMOVAL AND DISPOSAL

The funds provided under this Agreement shall be used for the combined purposes of Surrendered and Abandoned Vessels Exchange (SAVE) as follows:

- a. **Abatement, removal, storage and/or disposal of eligible water hazards.** For purposes of this Agreement, "abandoned" is defined in Harbors and Navigation Code section 522(a):

"Any hulk, derelict, wreck, or parts of any ship, vessel, or other watercraft sunk, beached, or allowed to remain in an unseaworthy or dilapidated condition upon publicly owned submerged lands, salt marsh, or tidelands within the corporate limits of any municipal corporation or other public corporation or entity having jurisdiction or control over those lands, without its consent expressed by resolution of its legislative body, for a period longer than 30 days without a watchman or other person being maintained upon or near and in charge of the property, is abandoned property".

Harbors and Navigation Code, Section 525 (1)(A):

"...the Abandoned Watercraft Abatement Fund, which is hereby created as a special fund. Moneys in the fund shall be used exclusively, upon appropriation by the Legislature, for grants to be awarded by the department to local agencies for the abatement, removal, storage, and disposal as public nuisances of any abandoned property as described in Section 522 or for the disposal of surrendered vessels as defined in Section 526.1, wrecked or dismantled vessels, or parts thereof, or any other partially submerged objects that pose a substantial hazard to navigation, from navigable waterways or adjacent public property or private property with the landowner's consent.
- b. The funds provided under this Agreement shall not be utilized for abatement, removal, storage, or disposal of commercial vessels. Commercial vessels include those vessels for which the most recent registration or documentation was commercial, even though that registration or documentation may have lapsed.
- c. If Grantee is reimbursed for the costs related to the abatement, removal, storage, and/or disposal of an eligible water hazard by the registered or legal owner or other

person or entity known to have an interest in the water hazard, then the water hazard shall no longer be eligible for funding under this Agreement. Grantee shall notify DBW in writing of such reimbursement and shall return all funds disbursed by DBW to Grantee with respect to such water hazard immediately.

- d. **Abatement, removal, storage and disposal of eligible surrendered vessels.** For purposes of this Agreement, “surrendered” is defined in Harbors and Navigation Code section 526.1(a):
- e. “surrendered vessel” means a recreational vessel that the verified titleholder has willingly surrendered to a willing agency under both of the following conditions:
 - (1) The public agency has determined in its sole discretion that the vessel is in danger of being abandoned, and therefore has a likelihood of causing environmental degradation or becoming a hazard to navigation.
 - (2) The decision to accept a vessel is based solely on the potential of the vessel to likely be abandoned and cause environmental degradation or become a hazard to navigation.”
- f. The funds provided under this Agreement shall not be utilized for surrender, abatement, removal, storage, or disposal of commercial vessels. Commercial vessels include those vessels for which the most recent registration or documentation was commercial, even though that registration or documentation may have lapsed.
- g. If Grantee is reimbursed for the costs related to the removal, storage, and/or disposal of a surrendered vessel by the registered or legal owner or other person or entity known to have an interest in the vessel, then the vessel shall no longer be eligible for funding under this Agreement. Grantee shall notify DBW in writing of such reimbursement and shall return all funds disbursed by DBW to Grantee with respect to such vessel immediately.

3. RIGHT OF INSPECTION

Grantee shall allow DBW and other state agency representatives, at any reasonable time, to inspect any site where Grantee or its subcontractors are performing work under this Agreement.

4. ANNUAL MEETING

Grantee’s representative or alternate shall participate in an annual one-day video or phone conference conducted by DBW during the term of this agreement. Should the Grantee or representative be unable to attend the meeting and cannot provide a substitute from the agency, the Grantee must forward a letter to DBW stating the reason why they cannot attend. DBW must grant approval in writing in order for the Grantee not to be in breach of this Agreement for failure to attend.

5. ACTIVITY/NON ACTIVITY: REPORTING REQUIREMENTS

- a. Grantee shall provide quarterly reports to DBW describing the status of existing issues known, pending, or in progress.
- b. Lack of quarterly reporting and/or removal activity within any twelve month period during the term of this agreement is subject to possible revocation of grant.

6. OVERLAPPING ANNUAL GRANT AWARDS

A minimum of fifty percent (50%) of an existing SAVE grant must be utilized and reported for reimbursement to DBW by the new grant application deadline to qualify for a new fiscal year grant. Only one overlapping grant per fiscal year will be allowed.

7. HAZARDOUS MATERIALS

Grantee shall be responsible for securing any necessary or prudent studies, permits, or authorizations associated with treatment, removal, storage, or any other handling of hazardous substances including, but not limited to, toxic waste, petroleum waste, asbestos, and similar substances, prior to the removal of any vessel and water hazard pursuant to this Agreement.

Grantee shall be responsible for the proper and lawful handling, abatement, removal, storage, and/or disposal of any hazardous substances encountered in the execution of this Agreement.

8. TITLES AND LIENS

a. **Abandoned vessels:** Grantee shall comply with all relevant provisions of the Harbors and Navigation Code regarding notices, hearings and liens in the performance of this Agreement. Grantee (in conjunction with local law enforcement) shall conduct a title search for all vessels presumed to be abandoned, as provided by Harbors and Navigation Code section 526.

b. **Surrendered vessels:** Grantee shall comply with all relevant provisions of Harbors and Navigation Code section 526.1 in the performance of this Agreement, requiring that a surrendered vessel be that of the "verified titleholder."

9. MEDIA

Grantee agrees to acknowledge DBW's financial support whenever work funded by this Agreement is publicized in any news media, brochures, or other type of promotional material.

10. MEDIA MATERIALS RELEASE

Grantee agrees to irrevocably grant to California State Parks, Division of Boating and Waterways, its employees, officers, agents, and assigns (hereinafter referred to as "DBW"), the non-exclusive, royalty-free, perpetual and worldwide right and permission to use, reproduce, publish, copy, distribute, alter, license, adapt, and display the photographs, motion pictures, caption information, and/or written quotes (hereinafter referred to collectively as "Photographs"), that the Grantee has submitted to DBW for art, editorial, advertising, marketing, trade, broadcast, print, educational programs, or any other lawful purpose whatsoever, in any and all media. In connection with the foregoing license, the Grantee agrees not to use, reproduce, adapt, or display the Photographs, or allow others to do so, in a manner that tends to subject DBW or its AWAFF, VTIP and/or SAVE programs to ridicule, disparagement, mockery, satire, or that could tarnish the image of the DBW's AWAFF, VTIP, and/or SAVE programs. Grantee hereby releases and discharges DBW from any and all claims and demands arising out of or in connection with the use of the Photographs, including without limitations, any and all claims for libel, defamation, invasion of privacy, and/or publicity rights. DBW assumes no responsibility for lost or damaged Photographs or for the use of same. DBW may sell, assign, license, or transfer all rights granted to it hereunder.

Grantee also grants DBW and its licensees the unrestricted right to use and disclose its

name in connection with use of the Photographs. The Grantee understands that it will not be paid for any use or right granted herein.

The Grantee understands and agrees that the Photographs may be used in whole or in part, at any time. The license granted herein to DBW includes the right and permission to conduct or have conducted such alterations to the Photographs as DBW deems necessary. Grantee releases and discharges DBW and agrees to indemnify and hold DBW harmless from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form, loss or damage, whether intentional or otherwise, that may occur in the use of the Photographs. The Grantee waives any right to inspect or approve any finished product, advertising or other copy that may be used in connection therewith or the use to which it may be applied.

The Grantee declares and avows that the Photographs it is submitting to DBW are its own original work in all respects. The Grantee is the sole and exclusive owner of the Photographs; they are free, clear, and unencumbered. No part of them is taken from or based on any other work; no part infringes the copyright or any other right of any person; and the reproduction, publication, exhibition, or any other use by DBW of the Photographs in any form whatever will not in any way, directly or indirectly, infringe on the rights of any person. The Grantee agrees to indemnify and hold DBW harmless from and against any and all loss, damage, costs, charges, legal fees, recoveries, judgments, amounts paid in settlement, penalties, and expenses that may be obtained against, imposed on, or suffered by DBW by reason of (1) any violation or infringement of any proprietary right or copyright; or (2) any libelous or unlawful matter contained in the Photographs. Grantee also agrees to indemnify and hold DBW harmless for any such amounts arising from its breach of any covenant, representation, or warranty of this agreement.

11. PERMITS AND DOCUMENTATION

Prior to the removal of any abandoned vessel, eligible water hazard, or surrendered vessel, the Grantee shall obtain all necessary permits, authorizations, and documentation necessitated by any applicable provision of law.

12. SECURING OF BIDS

Grantee shall comply with any applicable laws and regulations governing the competitive bidding process when awarding subcontracts to marine salvage companies under this Agreement.

13. SUBCONTRACTORS

Grantee agrees that it shall guarantee and shall be responsible for ensuring that any and all of its contractors and subcontractors holds a valid business license and carries general commercial liability insurance coverage sufficient to fully insure against any and all risks of hazardous activities associated with the work to be performed under this Agreement; and Grantee agrees that if any of Grantee's contractors or subcontractors fail to fulfill any of these requirements, that Grantee itself carries general commercial liability insurance coverage sufficient to fully insure against any and all risks of hazardous activities associated with the work to be performed under this Agreement, whether performed by the Grantee, Grantee's contractor(s), or Grantee's subcontractor(s). Grantee shall provide DBW with a certificate of insurance from any contractor(s) and subcontractor(s) prior to the commencement of any work under this Agreement.

14. TRAFFIC CONTROL AND TRAFFIC SAFETY

The Grantee shall provide for adequate traffic control and safety measures at any site where Grantee and its subcontractors will perform any work under this Agreement.

15. AIR OR WATER POLLUTION VIOLATION

Grantee warrants that it is not (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Water Code section 13301 for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

16. ENTIRE AGREEMENT

This Agreement consists of the terms of this Agreement and all attachments, which are expressly incorporated herein. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required.

17. APPROVAL OF AGREEMENT AND AMENDMENTS

This Agreement and any variation thereto is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Commencement of performance prior to approval of this Agreement will be at the Grantee's own risk.

18. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT

There are no Disabled Veteran Business Enterprise participation requirements with this agreement.

19. AUTHORITY TO CONTRACT

Grantee must provide DBW with evidence of its authority to enter into this Agreement. Grantee may provide a delegation of contracting authority from its local governing body that by law has authority to contract. Alternatively, Grantee shall provide DBW with a resolution, order, motion, or ordinance of its local governing body that by law has authority to contract, authorizing execution of this Agreement.

20. COMPLIANCE WITH LAW AND REGULATIONS

Grantee and its subcontractor(s) shall comply with all applicable laws and regulations of the State of California for all work to be performed under this Agreement. By signing this Agreement, Grantee certifies its compliance and the compliance of all subcontractors with: (a) applicable provisions of the California Environmental Quality Act; (b) Nondiscrimination Program requirements of Government Code section 12990 (a-f) and Title 2, California Code of Regulations, section 8103 (and section 8113 in contracts over \$5,000) along with section 7285 et. seq. of the Fair Employment and Housing Act; (c) Drug-Free Workplace requirement of Government Code section 8350 et seq.; (d) National Labor Relations Board Certification of Public Contract Code section 10296; (e) Workers' Compensation requirement of Labor Code section 3700; and (f) Americans with Disabilities Act regulations issued pursuant to 42 U.S.C. section 12101 et seq.

21. INDEPENDENT CONTRACTOR

Grantee and its employees are independent contractors and shall not be considered officers or employees of DBW or agents of the State of California.

22. INSURANCE REQUIREMENTS

The abatement, removal, storage, and /or disposal of vessels under this Agreement is a hazardous activity. Grantee therefore must maintain commercial general liability insurance in an amount and of a type acceptable to DBW and to the Department of General Services/ Office of Risk and Insurance Management (ORIM).

1. **GENERAL PROVISIONS APPLYING TO ALL POLICIES**

a. Coverage Term

Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the grant, a new certificate must be received by the Division at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the grant.

b. Policy cancellation or termination & notice of non-renewal

Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the Division. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the Division may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

c. Deductible

Grantee is responsible for any deductible or self-insured retention contained within their insurance program.

d. Primary clause

Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.

e. Insurance carrier required rating

All insurance companies must carry a rating acceptable to ORIM. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required by DBW or ORIM.

f. Endorsements

Any required endorsements requested by the Division must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

g. Inadequate Insurance

Inadequate or lack of insurance does not negate the Grantee's obligations under the Agreement.

h. Use of Subcontractors

In the case of Grantee's utilization of subcontractors to complete the contracted scope of work, Grantee shall include all subcontractors as insured's under Grantee's insurance or supply evidence of subcontractor's insurance to the State when requested equal to policies, coverages, and

limits required of Grantee.

2. **INSURANCE REQUIREMENTS**

a. Commercial General Liability

The Grantee shall maintain general liability on an occurrence form with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent subcontractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability. The policy must include:

"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract."

This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management.

In the case of Grantee's utilization of subcontractors to complete the contracted scope of work, Grantee shall include all subcontractors as insured's under Grantee's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Grantee.

b. Automobile Liability

The Grantee shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

c. Watercraft Liability

The Grantee shall maintain watercraft liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of the maintenance and use of any watercraft (owned, hired or non-owned). The policy must include:

"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed that is connected with or related to the activities contemplated in this Agreement."

This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management.

d. Workers Compensation and Employers Liability

The Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract with the State. A Waiver of Subrogation or Right to Recover endorsement in favor of the

State must be attached to certificate.

If applicable, Grantee shall provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees. By signing this contract, Grantee acknowledges compliance with these regulations.

e. Environmental/Pollution Liability

Grantee shall maintain Pollution Liability for limits not less than \$1,000,000 occurrence covering the Grantee's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this contract. The policy must include:

"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract."

This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management.

Coverage shall be provided for both work performed on site and during transportation as well as proper disposal of hazardous materials.

3. **Self-Insurance**

If the Grantee is self-insured for a portion or all of its insurance, the Grantee shall provide evidence of self-insurance when requested by DBW. Review of financial information including a letter of credit may be required. The Division reserves the right to request financial information.

4. **Statement of Insurance Coverage:**

Grantee certifies and agrees that they have all required insurance coverages as stated in the grant agreement, which will be in effect for the entire term of the agreement.

Approver initials :

Date:

Name:

Title:

23. **TERMINATION**

- a. DBW may terminate this Agreement for any reason upon thirty (30) days written notice to Grantee.
- b. If the Grantee fails to keep the required insurance in effect at all times during the term of this agreement, DBW may, in addition to other remedies it may have, terminate this agreement upon two days written notice.
- c. DBW may, by two-day written notice to Grantee and without any prejudice to its other remedies, terminate this agreement because of failure of Grantee to fulfill any of the requirements of this agreement.
- d. Upon receipt of any notice terminating this Agreement, Grantee shall immediately

discontinue all removal and disposal activities affected, unless the notice directs otherwise. In such event, DBW shall pay Grantee only for removal and disposal activities completed prior to the termination date.

- e. Upon termination of this agreement, Grantee shall promptly return all advanced funds. At DBW's sole discretion, DBW may offer an opportunity to cure any breach prior to terminating for default.

24. ASSIGNMENT

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

25. MATCHING 10% REQUIREMENT

- a. Section 525(C) of the Harbors and Navigation Code states, "A grant awarded by the department pursuant to subparagraph (A) shall be matched by a 10-percent contribution from the local agency receiving the grant."
- b. The 10-percent contribution is in addition to funds awarded in the grant and may be made by cash and/or in-kind contributions which may include personnel hours (net hourly rate only with no benefits included) excessive removal and/or storage fees, and other expenses with advance DBW approval.
- c. If using personnel hours for in-kind match, only net, raw hours will be accepted and verification of in-kind contribution is required with reimbursement request(s). The statement of in-kind hours must include:
 - a. Activity date
 - b. Vessel/issue name or description
 - c. Personnel name
 - d. Description of service provided
 - e. Number of hours provided by each person
 - f. Hourly rate and total value

Use the [form](#) provided on DBW's website at www.dbw.ca.gov under Grants & Loans, or the online grant system, OLGA, available on DBW's website.

- e. The burden of proof in complying with the 10-percent contribution requirement is the responsibility of the grantee. Grant funds will not be disbursed until the grantee has provided DBW with acceptable documentation that it complied with the 10-percent contribution requirement for each disbursement.

26. BUDGET DETAIL AND PAYMENT PROVISIONS

Covered Expenses and Reimbursement Claims Processes

- a. DBW will reimburse the following expenditures provided by Grantee's service providers, contractors and/or subcontractors, within the scope of the SAVE program for AWAFF and/or VTIP issues:
 - 1. Raising of submerged vessels and/or hazardous marine debris
 - 2. Vessel and/or hazardous marine debris removal from accessible locations
 - 3. Hazardous materials (hazmat) removal and disposal
 - 4. Towing
 - 5. Storage:

- i. Without lien sale: 60 days maximum
 - ii. With lien sale: 90 days maximum with justification
 - iii. If stored onsite at Grantee's facility, 50% of the normal rate of charge to the public will be reimbursed, and fee schedule is required for verification.
 - 6. Lien sale expenses: fees charged by lien sale service companies, postage, DMV fees, and advertising costs
 - 7. Public notice advertising
 - 8. Vessel appraisal
 - 9. Salvage and demolition
- Other expenses may be considered with advance approval from DBW. Please inquire in advance of completing work.
- b. **Reimbursement claim forms:**

Forms are available on DBW's website under the Grants & Loans tab under the appropriate link for SAVE. One (1) hard copy and one (1) electronic (PDF, CD or DVD) copy of all documents are required. Grantee must sign and date each reimbursement claim form in blue ink and submit with the following documents to DBW:
 - c. **Invoices from service providers, contractors and/or subcontractors to Grantee:**

Invoices must contain the following:

 - 1. Name and address of Grantee
 - 2. Contract or invoice number
 - 3. Description of service performed
 - 4. Date the service was performed
 - 5. Location of each service
 - 6. Vessel name, CF# or HIN# if available; otherwise, description of vessel
 - d. **Proof of payment for all invoices.**

The following acceptable forms of proof are:

 - 1. Cancelled check (with bank's cancelled stamp on back of check copy)
 - 2. Credit card statement with charge and payment posted, along with copy of charge slip
 - 3. Receipt from service provider showing payment received
 - 4. Receipt from service provider posted as "Paid" with authorized signature or indicating a zero balance.
 - e. **10% in-kind match contribution statement:**
 - 1. If Grantee is matching the 10% requirement with in-kind services, complete the following form located on DBW's website and submit with each claim: <http://www.dbw.ca.gov/PDF/Funding/DPR265.pdf>
 - 2. Net, hourly rates only will be accepted. Grantee must include verification of net rates with first claim and each time rates are changed.
 - f. **Photos of vessels (with CF numbers visible if available).**
 - g. **(VTIP ONLY) Statement of Vessel Release of Interest and Ownership:**

To be completed and signed by owner(s). Grantee may provide their own release form to vessel owners for completion. A sample of this release form is located on our website:

http://www.dbw.ca.gov/PDF/Funding/SAMPLE_Release_of_Interest_and_Liability_Form.pdf

NOTE: (VTIP ONLY) Vessel ownership verification is required; however, it is not required that boat owners bring their registration up to date in order to surrender their vessel through the VTIP.

- h. Reimbursement claims and support documents (as indicated above) are to be submitted to DBW at:

Division of Boating and Waterways

One Capitol Mall, Suite 500

Sacramento, CA 95814

Attention: SAVE Unit

- i. Submission of fraudulent invoices or other claim documentation is a breach of this Agreement, which shall result in forfeiture of all funds advanced and provided under this Agreement.
- j. All requests for payment must be submitted to DBW no later than 30 days after the expiration date of the agreement. DBW is not obligated to make payment on any reimbursement request(s) received or for any services completed after this date.

27. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program; this Agreement shall be of no further force and effect. In this event, DBW shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DBW shall have the option to either cancel this Agreement with no liability occurring to DBW, or offer an agreement amendment to Grantee to reflect the reduced amount.

28. INDEMNIFICATION

Grantee shall be responsible for, and DPR shall not be answerable or accountable in any manner for, any loss or expense by reason of any damage or injury to person or property, or both, arising out of or related in any way to activities carried out by Grantee, its agents, officers, contractors, subcontractors and/or employees, under this Agreement Grantee shall protect, hold harmless, indemnify and defend DPR, its agents, officers, and/or employees against any and all actions, claims, and damages to persons or property, penalties, obligations and liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization or person arising out of or in connection with Grantee or Grantee's contractor's or subcontractor's activities hereunder, whether or not there is concurrent passive negligence on the part of DPR, its agents, officers, and/or employees.

29. **FUNDS ASSIST**

The Funds Assist process has been developed by DBW as a method for grantees with excessive, unused funds to assist other participating SAVE agencies in need. Funds Assist is a voluntary action (by both agencies) until within three (3) months of the expiration date of the grant at which time it will become a required action of those agencies with remaining grant balances, at DBW's discretion.

The Funds Assist process works as follows:

- 1) An introduction is made by DBW between the agency with excessive funds (Agency A) and the agency in need (Agency B).
- 2) A deadline shall be imposed by DBW for the work to be completed by Agency B.
- 3) Agency B pays for all contractor invoices, as is required with the SAVE grant.
- 4) The 10% required match is the obligation of Agency B and may be met with cash, in-kind services, or a combination of both.
- 5) To obtain reimbursement, Agency B will required to supply the following to Agency A:
 - a. A Tax Identification Form (W-9)
 - b. All requirements/documents apply as outlined in this agreement under #26
 - c. A statement on Agency B's letterhead invoicing Agency A for the total reimbursement request.
 - d. Copies of completed forms and support documents to DBW for pre-approval.
- 6) Agency A completes the following actions:
 - a. Upon approval by DBW, pay Agency B the invoiced amount within 30 days and record as a pass-through grant (or use your accounting method preference).
 - b. Complete DBW's AWAFF and/or VTIP Reimbursement Claim Form and attach all supporting documents as listed in item b, c & d above, including the verification of payment to Agency B i.e., cancelled check or statement from Agency B of payment received.
 - c. Email the documents to the DBW program administrator for review. Once reviewed and approved, send finalized claim forms to DBW for payment processing.

DBW will act as a courtesy liaison between the agencies to ensure (as much as possible) that documents are correctly processed.

INDEMNIFICATION

Grantee and sub grantee (hereafter known as Agency A and Agency B) shall be responsible for, and DPR shall not be answerable or accountable in any manner for, any loss or expense by reason of any damage or injury to person or property, or both, arising out of or related in any way to activities carried out by Agency A and B, its agents, officers, contractors, subcontractors and/or employees, under this Agreement Agency A and B shall protect, hold harmless, indemnify and defend DPR, its agents, officers, and/or employees against any and all actions, claims, and damages to persons or property, penalties, obligations and liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization or person arising out of or in connection with Agency A and B's contractor's or subcontractor's activities hereunder, whether or not there is concurrent

passive negligence on the part of DPR, its agents, officers, and/or employees.

If Agency B is a recipient of a current Save grant, as depleted or with insufficient funds for removal project, and receives assistance through the Funds Assist process, all provisions of the SAVE grant applies.

Approver initials: _____ Date: _____

Name: _____

Title: _____

30. 90-DAY RETURN OF GRANT DOCUMENTS TO DBW

Grant agreements issued to the awarded agency must be completed and returned within 90 days of the date of issuance according to the instructions issued by DBW with the grant agreement. If extenuating circumstances prevent the ability of the agency to meet this deadline, approval from DBW must be obtained in writing. DBW retains the right to determine approval or denial of extensions.

31. ANTI-CORRUPTION

SAVE grantees are required to report to DBW any written, suggested, or verbally implied cases whereby a contractor, subcontractor or other service provider increases their fee(s) due to the existence of a Grantee's SAVE grant, or inquires about the amount/balance of a SAVE grant in order to increase their fee(s), for possible investigation of price gouging. A two year history of charges applied to work of all known SAVE grant work by that contractor will be required by DBW for review.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Grantee may not commence performance until such approval has been obtained.

2. **EFFECTIVE DATE:**

Effective date means either the start date or the approval date by the Department of General Services (DGS), whichever is later. In cases where DGS approval is not required, this Agreement is of no force or effect until the date of the last DBW signature. No work shall commence until the effective date.

3. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

4. **ASSIGNMENT:**

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

5. **AUDIT:**

Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.** Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

6. **INDEMNIFICATION:**

Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the subcontractor or Grantee in the performance of this Agreement.

7. **DISPUTES:**

Grantee shall continue with the responsibilities under this Agreement during any dispute.

8. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner

herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee upon demand.

9. RECYCLING CERTIFICATION:

The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

The GRANTEE CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, as outlined in Exhibit B, item #1.

14. GOVERNING LAW:

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Grantee by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. . If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees

to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Agreement Grantee made a commitment to achieve small business participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Agreement Grantee made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Grantee received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Grantee to the clause(s) listed below. This certification is made under the laws of the State of California.

Grantee Agency Name (Printed)		Federal ID Number
Sonoma County Sheriff's Office		94-6000573
By (Authorized Signature)		
Printed Name and Title of Person Signing		
,		
Date Executed	Executed in the County of	
	Sonoma	

GRANTEE CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs;
 - and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to

carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court, which orders Grantee to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the agreement equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state agreement for legal services, and may be taken into account when determining the award of future contracts/agreements with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.

EXHIBIT E

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. GRANTEE NAME CHANGE:

An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment. Any changes of the Grantee's representative shall be notified to DBW within 30 days written notice on Grantee's letterhead.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all Grantees that are not another state agency or other governmental entity.

EXHIBIT F

Bid/Proposal Attachment regarding the Darfur Contracting Act of 2008

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. (See # 1 on the sample Attachment).

A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See # 2 on the sample Attachment).

The following sample Attachment may be included in an IFB or RFP to satisfy the Act’s certification requirements of bidders and proposers.

EXHIBIT F – DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

Grantee Agency Name (Printed)		Federal ID Number
Sonoma County Sheriff's Office		94-6000573
By (Authorized Signature)		
Printed Name and Title of Person Signing		
,		
Date Executed	Executed in the County of	
	Sonoma	

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH #1 OR #2 INITIALED OR PARAGRAPH #3 INITIALED AND CERTIFIED

General

1. Applicant Information

- a. Applicant Name Sonoma County Sheriff's Office
b. Organizational Unit 4000000012-02
c. Address 2796 Ventura Ave
d. Address 2
e. City Santa Rosa State CA Zip 95403
f. Federal ID Number 94-6000573 Reference No.
g. Agency Type
 City County
 Federally or State Recognized Native American Tribe District

2. Project Information

- a. Project Name Surrendered and Abandoned Vessel Exchange (SAVE) FY 2017/18 (Supplemental)
b. Is implementing agency same as Applicant Yes No
c. Implementing Agency Name
d. Project Start Date Apr-02-2018 End Date Mar-01-2019
e. Amount of Funds Requested \$14,900.00 Project Cost \$16,390.00

3. Contacts

a. Project Administrator

Name Ken Konopa
Title Deputy
Mailing Address 2796 Ventura Ave.
City Santa Rosa State CA Zip 95403
Telephone (707) 529-6546 Fax
E-mail Address ken.konopa@sonoma-county.org

b. Project Administrator

Name Randy Williams
Title Boating Operations Program Manager
Mailing Address 2796 Ventura Ave
City Santa Rosa State CA Zip 95403
Telephone (707) 433-0728 Fax
E-mail Address randy.williams@sonoma-county.org

c. Authorized Representative

Name Sharon Post
Title Administrative Analyst
Mailing Address Sonoma County Sheriff's Office
City Santa Rosa State CA Zip 95403
Telephone (707) 565-1119 Fax
E-mail Address sharon.post@sonoma-county.org

1. Agency Type and Area of Responsibility (AOR)

The Sonoma County Sheriff's Office is a law enforcement agency located in the Northern Bay Area. The agency has a full time Marine Unit assigned to the waterways of the county. Our area of responsibility includes the following: Pacific Ocean (Bodega Bay) –60 miles of coast line (152 square miles), Petaluma River (San Pablo Bay) – 40 miles of river and sloughs (15 square miles San Pablo Bay), Lake Sonoma – 2700 acres, Russian River – 63 miles, Gualala River – 3 miles.

2. Statement of Need

Sonoma County has historically had a problem with abandoned and derelict vessels, primarily in Bodega Bay (Pacific Ocean) and the Petaluma -San Pablo Bay areas. These vessels create hazards to both the environment and navigation. Towards the end of 2010 and the beginning of 2011, we partnered with US EPA, CalRecycle, California Fish and Wildlife, Sonoma County Parks, and Petaluma Police Department on vessel abatement projects in Bodega Bay and the Petaluma River. Since then we have continued to monitor derelict vessels and navigational hazards within our county and assist with their abatement when appropriate.

The Sonoma County Sheriff's Office Marine Unit is interested in the Supplemental SAVE Grant funding to assist us in removing abandoned vessels and continuing our newly started Vessel Turn In Program. At this time we have one abandoned (sunken) vessel in the Petaluma River, two abandoned vessels at the Spud Point Marina in Bodega Bay, and two derelict vessels anchored in Bodega Bay. The Marine Unit would like to remove at least one of the abandoned vessels at Spud Point Marina - a 35' vessel with twin diesel engines and no trailer. The estimated cost of removal and disposal is \$20,000.

In total we are requesting \$30,000 in supplemental funding from the SAVE Grant Program, \$20,000 for the removal of the vessel at Spud Point Marina and \$10,000 to continue the newly created Vessel Turn In Program.

EXHIBIT G - Grant Application: Letter of Intent, Scope of Work and Work Plan

1. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

- State Senate 01
- State Senate 02
- State Senate 03
- State Senate 04
- State Senate 05
- State Senate 06
- State Senate 07
- State Senate 08
- State Senate 09
- State Senate 10
- State Senate 11
- State Senate 12
- State Senate 13
- State Senate 14
- State Senate 15
- State Senate 16
- State Senate 17
- State Senate 18
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- State Senate 29
- State Senate 30
- State Senate 31
- State Senate 32
- State Senate 33
- State Senate 34
- State Senate 35
- State Senate 36
- State Senate 37
- State Senate 38
- State Senate 39
- State Senate 40

2. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

- State Assembly 01
- State Assembly 02
- State Assembly 03
- State Assembly 04
- State Assembly 05
- State Assembly 06
- State Assembly 07
- State Assembly 08
- State Assembly 09
- State Assembly 10
- State Assembly 11
- State Assembly 12
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- State Assembly 78
- State Assembly 79
- State Assembly 80

3. California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (<https://www.govtrack.us/congress/members/CA>) in your browser to determine the Congressional district(s).

EXHIBIT G - Grant Application: Letter of Intent, Scope of Work and Work Plan

- Congressional District 1
- Congressional District 5
- Congressional District 9
- Congressional District 13
- Congressional District 17
- Congressional District 21
- Congressional District 25
- Congressional District 29
- Congressional District 33
- Congressional District 37
- Congressional District 41
- Congressional District 45
- Congressional District 49
- Congressional District 53
- Congressional District 2
- Congressional District 6
- Congressional District 10
- Congressional District 14
- Congressional District 18
- Congressional District 22
- Congressional District 26
- Congressional District 30
- Congressional District 34
- Congressional District 38
- Congressional District 42
- Congressional District 46
- Congressional District 50
- Congressional District 3
- Congressional District 7
- Congressional District 11
- Congressional District 15
- Congressional District 19
- Congressional District 23
- Congressional District 27
- Congressional District 31
- Congressional District 35
- Congressional District 39
- Congressional District 43
- Congressional District 47
- Congressional District 51
- Congressional District 4
- Congressional District 8
- Congressional District 12
- Congressional District 16
- Congressional District 20
- Congressional District 24
- Congressional District 28
- Congressional District 32
- Congressional District 36
- Congressional District 40
- Congressional District 44
- Congressional District 48
- Congressional District 52

4. County

Select one or more of the California Counties where the proposed project activities will occur.

- Alameda
- Contra Costa
- Imperial
- Los Angeles
- Modoc
- Placer
- San Diego
- Santa Clara
- Sonoma
- Tuolumne
- Alpine
- Del Norte
- Inyo
- Madera
- Mono
- Plumas
- San Francisco
- Santa Cruz
- Stanislaus
- Ventura
- Amador
- El Dorado
- Kern
- Marin
- Monterey
- Riverside
- San Joaquin
- San Joaquin
- Shasta
- Yolo
- Butte
- Fresno
- Kings
- Mariposa
- Napa
- Sacramento
- San Luis Obispo
- Sierra
- Tehama
- Yuba
- Calaveras
- Glenn
- Lake
- Mendocino
- Nevada
- San Benito
- San Mateo
- Santa Barbara
- Colusa
- Humboldt
- Lassen
- Merced
- Orange
- San Bernardino
- Santa Barbara
- Siskiyou
- Trinity
- Tulare

1. Legal authority to remove abandoned vessels

The Sonoma County Sheriff's Office has a full-time Marine Unit assigned to boating safety and enforcement. Harbors and Navigation Code 663 states "every peace officer of this state or of any city, county, city and county, or other political subdivision of the state shall enforce this chapter and any regulations adopted by the department pursuant to this chapter and in the exercise of that duty shall have the authority to stop and board any vessel subject to this chapter, where the peace officer has probable cause to believe that a violation of state law or regulation or local ordinance exists." Harbors and Navigation Code 523 gives any peace officer, as described in Section 663, the authority necessary to remove and store vessels from public waterways.

2. Agency Experience

The Sonoma County Sheriff's Office has been dealing with abandoned and derelict vessels for many years. In 2010 and 2011 the Sheriff's Office partnered with US EPA, CalRecycle, CA Fish and Wildlife, Sonoma County Parks, and Petaluma Police Department to remove abandoned vessels. Approximately \$150,000 worth of clean up was conducted in Bodega Bay, followed by approximately \$1,200,000 of clean up in the Petaluma River System. The Sonoma County Sheriff's Office adjudicated numerous abandoned vessels for this project by following the procedures set forth in Harbors and Navigation Code 522 and 523.

Sonoma County is seeing a rise in the number of abandoned and derelict vessels. The County does not have an anchor-out ordinance which is common in many counties. Consequently, we quite often deal with derelict "anchor-out" vessels. Currently in Bodega Bay there are four; two are registered and two are not. Spud Point and Petaluma Marinas commonly have lien sale vessels. Some of these vessels are stored by the marinas until a buyer comes along or funding for abatement becomes available as it did in 2010 and 2011.

3. Adjudication Process

For the clean up projects of 2010 and 2011, abandoned vessels were tagged with a 30-day warning notice per Harbors and Navigation Code 522. After the 30-day period the last registered owner was sent a "Notice of Stored/Removed" letter by certified mail. At that time a notice of removal was published in a local daily newspaper for two weeks, if required per Harbors and Navigation Code 526. Many of the vessels were not movable and were stored in place until the adjudication process was complete and the professional contractor could start work. Other vessels were safely secured at local marinas until the adjudication process was complete. Several vessels during the 2010 and 2011 project, as well as more recent abandoned vessels were surrendered by the registered owner per Harbors and Navigation Code 526.1. Once the vessel was surrendered it was removed by professional contractors.

4. Agency prevention efforts of abandoned vessels

The Sonoma County Sheriff's Office Marine Unit takes proactive measures to prevent abandoned vessels. We actively work with local marinas to address nuisance vessels as well as unregistered vessels. Enforcement actions such as warnings, citations, or arrests may occur when appropriate. Also when vessels break free of moorings or sink, the incident is documented by taking a vessel accident report when applicable.

The Sheriff's Office Marine Unit started a VTIP program in 2017, with plans to accept vessels from an already established waitlist, and assist members of the community with the disposal of their old boats - thereby removing them from the supply chain and reducing the number that might be abandoned in our waterways. A contract with the local dismantler was executed for VTIP work, and work was set to begin; however full implementation was delayed due to the Sonoma County fires in October 2017 and the fact that all Sheriff's personnel were working disaster response. The waitlist was shortened after the fires, due to the number of people who were unreachable. The program was further impacted by the dismantler's subsequent contract with FEMA to collect and dispose of all of the vehicles destroyed in the fires, resulting in a very limited capacity to process VTIP boats. Two boats were surrendered through VTIP during the month of December, just prior to the end of the grant period December 31, 2017. Additional boats eligible for the VTIP are known to the Marine Unit, and we are applying for supplemental funding in order to continue the work of preventing abandoned vessels.

EXHIBIT G - Grant Application: Letter of Intent, Scope of Work and Work Plan

5. Application Questionnaire

1. Does your agency have an active local enforcement program tasked with addressing abandoned vessels in your jurisdiction? Yes No

If yes, explain in detail. If no, elaborate on your agency's efforts to create a program or if you utilize enforcement services from another agency and how.

Currently the Sonoma County Sheriff's Office Marine Unit addresses abandoned vessels as they arise in our AOR. One Marine Unit Deputy is specifically assigned to follow up and conduct investigations regarding abandoned vessels and also works with the County's marinas and bordering agencies as abandoned vessels arise. This Deputy has been working with the SAVE grant in 2017 and will continue as needed in the future.

2. Does your agency have a submerged navigational hazard abatement plan (SNHAP)? Yes No
 This may include: 1) An established internal process outlining procedures to prevent, mitigate and process abandoned vessels; 2) Bylaws, regulations, or ordinances that help prevent or mitigate abandoned vessels.

If Yes, provide plan documentation on the next page (Submerged Navigational Hazard Abatement Plan (SNHAP) documentation).

If No, explain your agency's efforts to create a SNHAP and anticipated date of effect.

The Sonoma County Sheriff's Office does not currently have a SNHAP. The Marine Unit deputies, sergeant and lieutenant have discussed the need for a SNHAP and the process necessary to draft and implement it. The Sheriff's Office SNHAP will consist of Marine Unit standards for the response, documentation, and adjudication of abandoned vessels. It will also have a section setting procedure for handling the Sonoma County bid process. The SNHAP will also include a section outlining CalRecycle's "Best Management Practices" with regards to vessel salvage and marine debris removal.

The ultimate goal is for the SNHAP to be drafted into a Sonoma County Sheriff's Office Marine Unit Policy by the end of 2018.

3. At-risk vessels: Explain if/how your agency identifies at-risk vessels (what indicators do you look for). Do you identify and document existing owners/occupants, and do you work with owners to prevent vessels from being abandoned?
- The Sonoma County Sheriff's Office identifies at-risk vessels by following up on calls from concerned citizens and the local marinas. We also conduct routine patrols where we address vessels with expired registrations and look for "anchor outs." On these patrols we educate the owners/occupants of applicable state laws and local ordinances. Enforcement action can also be taken if applicable.

4. Does your agency regularly check vessels in your AOR for current registrations? Yes No

If Yes, What is your process?

We conduct foot patrols at our local marinas and boat ramps. We also conduct routine boat patrols on our waterways.

5. List by name and size the bodies of water or waterways in your agency's area of responsibility. If you wish to add maps or photos, please click on the BLUE arrow below to upload.

Name	Size	Attachment
Pacific Ocean (Bodega Bay)	60 miles of coastline (152 square miles)	
Petaluma River (San Pablo Bay)	40 miles of river and sloughs - 15 square miles of bay	
Lake Sonoma	2700 acres	

EXHIBIT G - Grant Application: Letter of Intent, Scope of Work and Work Plan

Russian River	63 miles	
Gualala River	3 miles	

6. Local agencies are required to make a 10 percent match by cash, or in-kind. Is your agency able to comply with the 10 percent match in advance before any grant money is reimbursed? Yes No

7. To provide additional information, please click on the Blue Arrow to add an attachment

6. Submerged Navigational Hazard Abatement Plan (SNHAP) documentation

Attachment Title	Attachment
SNHAP Statement	18946_0_SNHAP.docx

1. Outreach / Advertising plan for implementing a Vessel Turn-In Program

The Sonoma County Sheriff's Office Marine Unit plans to partner with our vehicle abatement team on the VTIP program. The vehicle abatement team is part of our community oriented policing philosophy and works with citizens to abate abandoned vehicles throughout the County. The vehicle abatement team often cannot address all of the community's vessel concerns due to funding constraints. We hope to expand their capabilities by using SAVE funding and the Marine Unit's time and resources. We intend to inform the public of the VTIP program by using the Sheriff's Office website as well as Facebook and other social media platforms. We will also promote the program while participating in community and water safety events.

2. Administrative Information

1. Please state if you will accept surrendered vessels only within Area of Responsibility (AOR) or if you will accept outside Area of Responsibility requests
 Within AOR Within and Outside AOR

2. Identify schedule for accepting surrendered vessels
 Daily Weekly Monthly As Needed

3. Location where vessels will be accepted
 Agency Office Local Landfill Pickup by Agency or Salvager As Needed

4. Storage area: Does your agency have a storage area for surrendered vessels pending destruction? Yes No

If Yes, identify the type of storage area
 Water Land

1. Applicant Certification

Per Harbors and Navigation Code 525 (C) "A grant awarded by the department pursuant to subparagraph (A) shall be matched by a 10% contribution from the local agency receiving the grant." This matching fund may be rendered in cash, or through in-kind contributions which must be verified, and are at the discretion of DBW. These contributions may include (but are not limited to) the following: administrative costs, personnel hours, removal, and/or storage.

Grant monies WILL NOT be reimbursed by DBW unless 10% of each reimbursement claim is met.

- a. Under penalty of perjury, I certify that I have examined this application and the document(s), proposal(s), and statement(s) submitted in conjunction herewith, and that to the best of my information and belief, the information contained herein is true, accurate, correct, and complete.
- b. I certify that I am the person authorized to submit this application on behalf of the applicant.

Prepared by: Name: Sharon Post Date: 12/26/2017

Reviewed by: Name: Randy Williams Date: 12/28/2017

Approving Name: Randy Williams Date: 12/28/2017
Officer:



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 16
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz, 707-565-2231

Supervisorial District(s):

All Districts

Title: Resolution for list of SB1 Projects for Fiscal Year 2018-19

Recommended Actions:

Adopt a resolution that identifies and adopts the list of local streets and road projects proposed to be funded using Senate Bill 1, The Road Repair and Accountability Act, funding in Fiscal Year 18-19, as required by the California Transportation Commission.

Executive Summary:

On April 28, 2017, the Governor of California signed Senate Bill (SB) 1, The Road Repair and Accountability Act, to address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road systems. As a result, state funding is now available for roads and transportation infrastructure, repairs, and maintenance through the SB 1 Road Maintenance and Rehabilitation Account (RMRA). In accordance with the California Transportation Commission's guidelines for receiving funds from that account, the Board of Supervisors must adopt a list of projects that are planned to be funded in FY 2018-19 with RMRA funds. That list of adopted projects must be submitted to the California Transportation Commission by May 1st, 2018.

Discussion:

Background:

As a result of SB 1, the State Controller began depositing various portions of SB 1 funding into the newly-created Road Maintenance and Rehabilitation Account (RMRA) in January 2018. A percentage of this RMRA funding is apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code Section 2032(h), for basic road maintenance, rehabilitation, and critical safety projects on local streets and roads systems. To receive funding, counties must apply and include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the funded work.

The County of Sonoma is projected to receive an estimated \$9.8 million in SB1 funding in FY 2018-19. During the FY 2017-18 Budget Hearings, the Board designated half of anticipated SB 1 amounts (\$3.9

million) toward the annual Pavement Preservation Program and the other half to finance the Roads Maintenance and Operations personnel and roads materials operation deficit for Fiscal Year 2017-18. The anticipated 2018-19 funding will be allocated using the same formula with approximately half going to the Pavement Preservation Program and the other half going to the Road Maintenance and Operations Division. Any reduction in revenue from SB1 will cause some projects on the list to be delayed and completed in a later fiscal year. Together, the Pavement Preservation Program and the Road Maintenance and Operations Division projects proposed by this resolution will approximate \$10 million.

Currently, Transportation and Public Works staff are working on securing contracts for these proposed projects. One such contract is expected to be for almost \$5 million, to provide for chip seal and overlay repair of over 15 miles of County road as part of the Pavement Preservation Program. As required, these contracts are expected to be brought to your Board over the next few months.

The projects included in this resolution would not be possible without SB1 funds. In Fiscal Year 18-19, SB1 will fund over 15 miles of resurfaced roads in Sonoma County. These new surfaces will last between 5-10 years, and improve over 20,000 daily drives. Other substantial projects include roadside drainage improvements, and the replacement of 13 culverts, which last up to 40 years and prevent flooding and damage to roads and private property.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, to be eligible for RMRA funding, counties must annually provide basic project reporting to the California Transportation Commission for projects anticipated for and funded through the RMRA. The Department is requesting the passage of a resolution that incorporates the list of projects to satisfy the Commission's reporting requirements.

Prior Board Actions:

9/19/17 Board approved the new 2-Year Pavement Preservation Program.
9/26/17 Resolution approving a List of Road Maintenance and Pavement Repair Projects to be funded using the new State Senate Bill 1, The Road Repair and Accountability Act, funding

Strategic Plan Alignment Goal 3: Invest in the Future

It is a strategic goal of the County Board of Supervisors to improve the condition of the County road infrastructure. This project will repair and preserve miles of pavement over the course of the next construction season.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		\$9,800,000	
Additional Appropriation Requested			
Total Expenditures		\$9,800,000	
Funding Sources			
General Fund/WA GF			
State/Federal		\$9,800,000	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		\$9,800,000	
Narrative Explanation of Fiscal Impacts:			
The FY 2018-2019 requested Budget is expected to include \$9,800,000 in SB 1, The Road Repair and Accountability Act of 2017 funding for the annual Pavement Preservation Program and Roads Maintenance and Operations costs.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment A : SB 1 Project List Resolution			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma

State of California

Date: April 17, 2018

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Listing Projects To Be Funded By FY 2018-19 SB 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT, Funds

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that promote public awareness of the projects proposed for funding and which projects are to be completed each fiscal year; and

WHEREAS, the County must adopt by resolution a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the County of Sonoma, is projected to receive an estimated \$9.8 million in RMRA funding in Fiscal Year 2018-19; and

WHEREAS, this is the second year in which the County is receiving SB 1 funding through the RMRA. This funding will enable the County to continue essential road maintenance, rehabilitation projects, and safety improvements, along with funding repair and replacement of aging infrastructure such as bridges and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the County has undergone a robust public process to ensure public input into identifying community transportation priorities; and

WHEREAS, the County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the apportioned SB 1 funding for Fiscal Year 2018-19 will help the County maintain and rehabilitate 1380 miles of streets and roads and 328 bridges, along with helping to add transportation infrastructure throughout the County. Future SB 1 funding will support and make possible hundreds of similar projects in the future; and

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WHEREAS, if the Legislature and Governor failed to act by enacting SB 1, county roads and transportation infrastructure would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the County's streets and roads are in an "at-risk/poor" condition. SB 1 revenue will help the County increase the overall quality of our road system and over the next decade will bring our streets and roads into a "very good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide;

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Sonoma, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The Fiscal Year 2018-19 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues include:

Pavement Preservation Program Projects– This Program aims to lower the long-term cost of maintaining County roads by examining pavement condition and other characteristics to determine the proper treatments, and when to apply them. "Chip Seal" is a treatment technique whereby aggregate is applied to road surface with a thin layer of liquid asphalt. "Overlay" consists of applying a mix of compacted aggregate and asphalt on top of road surfaces. The below Program projects will be completed in Fiscal Year 2018/19:

<u>Road</u>	<u>Location</u>	<u>Treatment</u>	<u>Useful Life (Est.)</u>
Ferguson Road (69049)	PM 10.00 – 11.31	Chip Seal	5-7 Years
Furlong Road (69052)	PM 10.00 - 11.73	Chip Seal	5-7 Years
Poplar Avenue (58041)	PM 10.00 – 11.00	Chip Seal	5-7 Years
Bohemian Highway (6002D)	PM 13.93 – 18.78	Overlay	5-10 Years
Grove Street (56023)	PM 11.79 – 13.87	Overlay	5-10 Years
River Road (1001B)	PM 30.00 – 34.21	Overlay	5-10 Years

Road Maintenance and Operations Projects– Maintaining the County road system entails a vast array of work, including repair of damaged pavement, cleaning and repair of road signs, removal of roadside vegetation, and repair of slip outs and landslides. Projects to be completed in Fiscal Year 2018-19 are:

<u>Road</u>	<u>Location</u>	<u>Treatment</u>	<u>Useful Life(Est.)</u>
Willowside Road (79038)	PM 11.17 - 10.16	Maintenance Repair	5-10 Years
Wallace Road (77067)	PM 11.49 - 10.00	Maintenance Repair	5-10 Years
River Road (1001B)	PM 30.00 - 34.24	Ditching	2-5 Years
Los Alamos Road (77005)	PM 10.94 - 14.30	Ditching	2-5 Years
Bohemian Highway (6002D)	PM 10.00 - 13.60	Ditching	2-5 Years
Ross Road (79031B)	PM 10.61 - 11.86	Ditching	2-5 Years

Resolution #

Date:

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Neeley Road (80120)	PM 14.92	Viaduct Replacement	30 Years
Summerhome Park Road (80032B)	PM 10.41	Viaduct Replacement	30 Years
Porter Creek Road (8801B)	PM 19.89 – 20.19	Grind & Patch Pave	5-10 Years
River Road (8802B)	PM 12.14 – 12.54	Grind & Patch Pave	5-10 Years
Tomales Road (5803)	PM 10.00 – 10.30	Grind & Patch Pave	5-10 Years
Arnold Drive (5603)	PM 13.30 – 13.60	Grind & Patch Pave	5-10 Years
Mountain Road (66006)	PM 10.54	Culvert Replacement	20-40 Years
Coleman Valley Road (7003)	PM 17.57	Culvert Replacement	20-40 Years
Salmon Creek Road (60008)	PM 12.29	Culvert Replacement	20-40 Years
Chiquita Road (99032)	PM 11.69	Culvert Replacement	20-40 Years
Bonness Road (56003)	PM 10.13	Culvert Replacement	20-40 Years
Bonness Road (56003)	PM 10.42	Culvert Replacement	20-40 Years
Lytton Station Road (99035)	PM 11.14	Culvert Replacement	20-40 Years
Lytton Station Road (99035)	PM 11.16	Culvert Replacement	20-40 Years
West Dry Creek Road (99017)	PM 14.96	Culvert Replacement	20-40 Years
West Dry Creek Road (99017)	PM 10.45	Culvert Replacement	20-40 Years
Windsor Road (7903B)	PM 11.99	Culvert Replacement	20-40 Years
Windsor Road (7903B)	PM 12.21	Culvert Replacement	20-40 Years
Irwin Lane (78024)	PM 11.19	Culvert Replacement	20-40 Years

PASSED AND ADOPTED by the Board of Supervisors of the County of Sonoma, State of California this ____ day of ___, 2018, by the following vote:

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

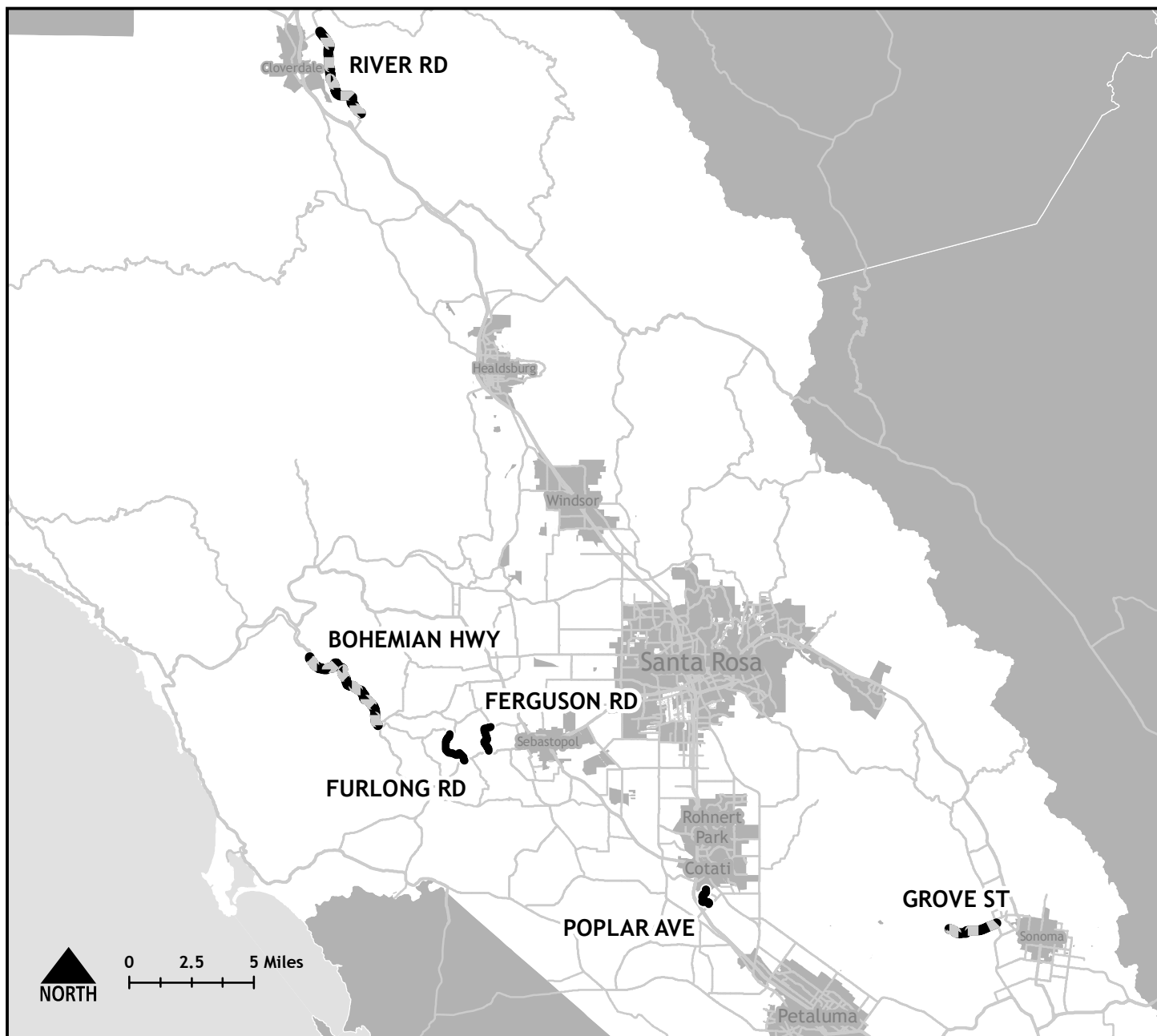
Abstain:

So Ordered.

Location Map

Exhibit A

2017-2018 Pavement Preservation Program- Chip Seals & Overlays (C17051)



Road Name	Road ID	Location	From PM	To PM	Length
Chip Seals					
Ferguson Road	69049	Bodega Hwy to Mill Station	10.00	11.31	1.31
Furlong Road	69052	Bodega Hwy to Occidental Rd	10.00	11.73	1.73
Poplar Avenue	58041	W Railroad Ave to Cypress Ave	10.00	11.00	1.00
Overlays					
Bohemian Highway	6002D	Graton Road to Main Street	13.92	18.78	4.86
Grove Street	56023	White Alder to Arnold Dr	11.79	13.87	2.08
River Road	1001B	Washington School Rd to Crocker Rd	30.00	34.21	4.21



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 17
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz 707-565-2231

Supervisorial District(s):

Countywide

Title: FY 2017-18 Low Carbon Transit Operations Program

Recommended Actions:

- 1) Adopt a resolution agreeing to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for the Low-Carbon Transit Operations Program, and authorizing application for FY 2017-18 Low-Carbon Transit Operations Program funds in the amount of \$373,545 to support the purchase of one 30-foot electric-powered bus.
- 2) Authorize the Director of Transportation and Public Works to execute all required actions and documents, including any amendments thereto, with the California Department of Transportation (Caltrans) as required for FY 2017-18 LCTOP funding.
- 3) Authorize the Chair to execute the Authorized Agent Form required under the Low Carbon Transit Operations program.

Executive Summary:

The Department of Transportation and Public Works is requesting that the Board authorize the County to obtain FY 2017-18 funding from the Low-Carbon Transit Operations Program administered by Caltrans to purchase one 30-foot electric bus for Sonoma County Transit's fixed-route bus fleet. The addition of another zero-emission electric vehicle to the fixed-route bus fleet will reduce air pollution and help attain the County's greenhouse gas reduction goals.

Discussion:

The Low Carbon Transit Operations Program is one of the Cap and Trade funding programs established by the State Legislature in 2014. The Low-Carbon Transit Operations Program was created to provide operating and capital assistance for transit agencies in an effort to reduce greenhouse gas emissions and improve mobility. Low-Carbon Transit Operations Program funding is allocated annually to transit operators based on a formula distribution. Before the State can authorize disbursement of Low-Carbon Transit Operations Program funding, Board approval is required.

The Low-Carbon Transit Operations Program provides transit operators capital funding to specifically assist with the purchase of zero-emission (electric) buses. Funding from this program in FY 2014/15 and FY 2015/16 assisted with the purchase of Sonoma County Transit's first electric bus, which is expected to be in service this summer.

Combined with funds received in FY 2016/17, the anticipated FY 2017/18 allocation of \$373,545 in Low-Carbon Transit Operations Program funding will assist with the purchase of two additional electric buses. This action permits application for FY 2017/18 Low-Carbon Transit Operations funding only. The actual award of a contract for the purchase of the related two electric buses will come to the Board for approval in fall 2018.

The first electric bus will be deployed primarily on Sebastopol Local Route 24. Buses two and three will be deployed on Rohnert Park/Cotati Local Routes 10, 12 & 14. Due to their limited range (approximately 150 miles), current technology electric buses are best suited to perform local service, rather than intercity routes that require buses with ranges in excess of 350 miles. This project will replace a compressed natural gas-fueled bus with a zero-emission electric-powered bus. The deployment of the zero-emission electric-powered bus will help to reduce greenhouse gas emissions.

Prior Board Actions:

4/14/15: Board approved a resolution authorizing the execution of required documents and to comply with all necessary regulations to receive FY 2014-15 Low-Carbon Transit Operations Program funding. Resolution No. 15-0137.

3/1/16: Board approved resolutions authorizing the execution of required documents and to comply with all necessary regulations to receive FY 2015-16 Low-Carbon Transit Operations Program funding. Resolutions No. 16-0057 and 16-0058.

4/25/17: Board approved resolutions authorizing the execution of required documents and to comply with all necessary regulations to receive FY 2016-17 Low-Carbon Transit Operations Program funding. Resolutions No. 17-0170 and 17-0171.

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

The use of FY 2017-18 Low-Carbon Transit Operations Program funding to purchase one electric-powered bus for Sonoma County Transit's fixed-route bus fleet will help to ensure the provision of a safe, reliable, comfortable and cost-effective public transit system for residents and visitors.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		445,000	
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal		373,545	
Fees/Other		71,455	
Use of Fund Balance			
Contingencies			
Total Sources		445,000	
Narrative Explanation of Fiscal Impacts:			
Project budget includes \$373,545 in State Low-Carbon Transit Operations Program funding and \$71,455 in local Transportation Development Act funding. Appropriations are requested as part of the FY 18-19 Recommended Budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Low Carbon Transit Operations Program Allocation Request, Resolution			
Related Items "On File" with the Clerk of the Board:			
Authorized Agent Form, Certifications and Assurances			

Lead Agency Information

Name:	Sonoma County Transit		
Address:	355 West Robles Avenue		
City, State Zip Code:	Santa Rosa, CA 95407		
County:	Sonoma	Regional Entity:	MTC
Agency Website:	www.sctransit.com		
Approved Title VI (Date)*:	4/28/2016 (See Title VI approval letter attached to this application.)		
Link to Agency's Approved Title VI Plan:	A copy of SCT's approved Title VI Plan is attached to this application.		

*Please provide a copy of your FTA/Caltrans Approval Letter as an attachment to your FY17-18 LCTOP Allocation

Allocation Request Prepared by	
Name:	Bryan Albee
Title:	Transit Systems Manager
Phone #:	(707) 585-7516
E-mail:	bkalbee@sctransit.com

Contact (if different then "Prepared by")	
Name:	Steven Schmitz
Title:	Transit Specialist II
Phone #:	(707) 585-7516
E-mail:	steven@sctransit.com

Authorized Agent	
Name:	Johannes Hoevertsz
Title:	Director of Transportation and Public Work
Phone #:	(707) 565-2231
E-mail:	Johannes.Hoevertsz@sonoma-county.org

Legislative District Numbers					
Assembly*:	10	4	2		
Senate*:	3	2			
Congressional*:	5	2			

*if you have more Districts please provide an attachment

Project Summary

Name:	Electric Bus Purchase				
Description (Short): <i>No more than 4 lines.</i>	The electric-powered bus will be available for deployment on local routes that serve the cities of Rohnert Park and Cotati.				
Type:	Capital				
Sub-Type	Purchase replacement zero-emission vehicles				
Is the Lead Agency rolling over LCTOP funds:	No	How many years will the funds be rolled over:			
<i>If the Lead Agency is rolling over LCTOP funds in order to accumulate the need funds to complete the project leave the next question (Start Date) blank until the last year of rollover.</i>					
Start date (anticipated):	8/1/2018	End date (anticipated):	5/1/2019		
General Area (City/County):	County of Sonoma				
Specific Area (Lat-Long of the project in decimal degrees separated by a comma "," (e.g., 34.413775, -119.848624). For multiple locations, list each separated by a semicolon ";")	Lat-Long data for bus stops on local routes operated in the cities of Rohnert Park and Cotati are provided on the Excel spreadsheet that is attached to this application.				
Project Life - For capital projects, state the "Useful Life" of the project. For operation projects state the number of months service will be funded.					
Capital:	12 Years	Operations:			
Funding:	99313:	\$342,183	99314:	\$31,362	Total: \$373,545
Approved LONP:	No		LONP Approval date:		



**FY 2017-2018 LCTOP
Allocation Request**

Funding Information

<i>LCTOP Allocation Year</i>	Prior	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total
PUC 99313 Amount:		\$342,183					\$342,183
PUC 99314 Amount:		\$31,362					\$31,362
Total LCTOP Funds:	\$0	\$373,545	\$0	\$0	\$0	\$0	\$373,545
Other GGR Funds:							\$0
Other Funds:		\$71,455					\$71,455
Total Project Cost:	\$0	\$445,000	\$0	\$0	\$0	\$0	\$445,000

Lead Agency:	Sonoma County Transit	Amount:	PUC Funds Type:
Contact Person:	Steven Schmitz		99313
Contact Phone #:	(707) 585-7516	\$31,362	99314
Contact E-mail:	steven@sctransit.com		

Contributing Sponsor:	Metropolitan Transportation Commission	Amount:	PUC Funds Type:
Contact Person:	Alix Bockelman	\$342,183	99313
Contact Phone #:	(415) 778-5250		99314
Contact E-mails:	abockelman@bayareametro.gov		

Contributing Sponsor:		Amount:	PUC Funds Type:
Contact Person:			99313
Contact Phone #:			99314
Contact E-mails:			

Contributing Sponsor:		Amount:	PUC Funds Type:
Contact Person:			99313
Contact Phone #:			99314
Contact E-mails:			

Contributing Sponsor:		Amount:	PUC Funds Type:
Contact Person:			99313
Contact Phone #:			99314
Contact E-mails:			

Contributing Sponsor:		Amount:	PUC Funds Type:
Contact Person:			99313
Contact Phone #:			99314
Contact E-mails:			

Total FY 17-18 LCTOP Funding **\$373,545**

Supplanting Funds - Describe how the LCTOP funds will not supplant other funding sources.
LCTOP funds will not be used to supplant other funds to complete this project.

Fully Funded Project - Provide a description of the status of all the funds to be used to completely fund this project.
The budget for this project includes \$373,545 in LCTOP funding and \$71,455 in local Transportation Development Act (TDA) funding that has been allocated to the County of Sonoma - Sonoma County Transit.



**FY 2017-2018 LCTOP
Allocation Request**

Funding Plan

Proposed Total Project Cost								
Component	Prior	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
PA&ED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R/W	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CON	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Veh/Equip Purchase	\$0	\$0	\$445,000	\$0	\$0	\$0	\$0	\$445,000
Operations/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$445,000	\$0	\$0	\$0	\$0	\$445,000

Low Carbon Transit Operations Program (LCTOP)								
Component	Prior	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
PA&ED								\$0
PS&E								\$0
R/W								\$0
CON								\$0
Veh/Equip Purchase			\$373,545					\$373,545
Operations/Other								\$0
TOTAL	\$0	\$0	\$373,545	\$0	\$0	\$0	\$0	\$373,545

Funding Source:	Transportation Development Act							
Component	Prior	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
PA&ED								\$0
PS&E								\$0
R/W								\$0
CON								\$0
Veh/Equip Purchase			\$71,455					\$71,455
Operations/Other								\$0
TOTAL	\$0	\$0	\$71,455	\$0	\$0	\$0	\$0	\$71,455

Funding Source:								
Component	Prior	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
PA&ED								\$0
PS&E								\$0
R/W								\$0
CON								\$0
Veh/Equip Purchase								\$0
Operations/Other								\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Funding Source:								
Component	Prior	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
PA&ED								\$0
PS&E								\$0
R/W								\$0
CON								\$0
Veh/Equip Purchase								\$0
Operations/Other								\$0



FY 2017-2018 LCTOP
Allocation Request

TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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**FY 2017-2018 LCTOP
Allocation Request**

Funding Plan

Funding Source:								
Component	Prior	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
PA&ED								\$0
PS&E								\$0
R/W								\$0
CON								\$0
Veh/Equip Purchase								\$0
Operations/Other								\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Funding Source:								
Component	Prior	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
PA&ED								\$0
PS&E								\$0
R/W								\$0
CON								\$0
Veh/Equip Purchase								\$0
Operations/Other								\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Funding Source:								
Component	Prior	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
PA&ED								\$0
PS&E								\$0
R/W								\$0
CON								\$0
Veh/Equip Purchase								\$0
Operations/Other								\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Funding Source:								
Component	Prior	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
PA&ED								\$0
PS&E								\$0
R/W								\$0
CON								\$0
Veh/Equip Purchase								\$0
Operations/Other								\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Funding Source:								
Component	Prior	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
PA&ED								\$0
PS&E								\$0
R/W								\$0
CON								\$0
Veh/Equip Purchase								\$0
Operations/Other								\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Project/Agency Information

Project Description - Describe the project using comprehensive overall project description regarding improvements to be made and/or increased level of service (include for operations projects number of trips, span, frequency improvements and number of days of operation; for capital projects include product specifications). *No more than 10 lines* .

LCTOP funding is being requested by Sonoma County Transit (SCT) to assist with the purchase of one (1) electric-powered bus that will be available for deployment on local routes operated in the cities of Rohnert Park and Cotati. The local routes in Rohnert Park and Cotati serve AB 1550 populations. SCT typically deploys smaller buses (30-feet or less in length) on its local routes. This LCTOP funding will assist with the purchase of a third 30-foot electric-powered bus for SCT's fixed-route fleet. LCTOP funding allocated in previous years is currently being used to assist with the purchase of SCT's first and second 30-foot electric-powered buses. The first electric-powered bus is currently being manufactured by BYD and is due to be delivered to SCT by early-Summer 2018.

Agency Service Area - Describe the project area including the city, town, community (rural, suburban, urban & demographics). *No more than 10 lines*.

The County of Sonoma is a rural/suburban area located in the San Francisco Bay Area approximately 50 miles north of the Golden Gate Bridge. There are nine incorporated cities in Sonoma County with a total population of just over 500,000. Sonoma County is one of the largest County's in the Bay Area covering over 1,600 square miles. Sonoma County Transit provides fixed-route transit service that connects all nine cities and most other towns and communities located in the unincorporated areas of the County.

Agency Service - Describe the service you provide and how the project plays into your overall operations plan. *No more than 10 lines*.

Sonoma County Transit operates a mix of intercity, commuter express, and local routes throughout the County of Sonoma. Local service is provided within the cities of Cloverdale, Healdsburg, Windsor, Sebastopol, Rohnert Park, Cotati and the Lower Russian River and Sonoma Valley areas. With the start of commuter rail service by Sonoma Marin Area Rail Transit (SMART) in Sonoma County last year, SCT also introduced new feeder shuttle routes serving several of SMART's stations. Due to current operating range limitations, SCT's electric-powered buses will be available for deployment on local routes that are located relatively nearby to SCT's bus yard and fueling facility located in southwest Santa Rosa. This includes SCT's local routes operated in the cities of Rohnert Park and Cotati.

Agency Fare - Describe the fare structure for your system and how the project will affect that structure if at all.

Cash fares for Sonoma County Transit's local routes are currently \$1.50 for regular adults, \$1.25 for youth and \$0.75 for seniors and persons with disabilities. This project will not affect SCT's current fare structure.

Project Information (continued)

Project Costs - Describe the assumptions and process for how the projects costs were developed. *No more than 10 lines.*

As mentioned previously under project description, this LCTOP funding will assist with the purchase of a third 30-foot electric-powered bus for Sonoma County Transit's fixed-route fleet. SCT's first 30-foot electric-powered bus is currently being manufactured by BYD and is due to be delivered by early-Summer 2018. SCT anticipates ordering its second 30-foot electric-powered bus from BYD later this summer. Assuming that SCT will be purchasing its third 30-foot electric-powered bus also from BYD, costs are estimated based on SCT's first and second procurements from BYD.

Project Planning - Explain the planning process this project went through, including any public outreach/input, or workshop

The purchase of 30-foot electric buses for Sonoma County Transit's fixed-route fleet is included in the current version of SCT's Short Range Transit Plan, which is being updated and will be presented to the Sonoma County Board of Supervisors later this Summer. SCT also participated in the development of the Roseland Community Based Transportation Plan (CBTP), which includes a portion of the disadvantaged community (DAC) census tract in SCT's service area.

Environmental Justice - Explain how your agency designed the project to avoid substantial burden on *any* low income disadvantaged community.

The electric-powered buses will be deployed on Sonoma County Transit's local routes located in the cities of Rohnert Park and Cotati based on current range limitations only. As the operating range for electric-powered buses expands, SCT will deploy its electric-powered buses on additional routes, as feasible.

Project GHG Benefits

Greenhouse Gas Reductions - Describe qualitatively how this project will reduce greenhouse gas emissions. For example, expanded/enhanced transit service will improve headways thus making transit a more convenient option of transportation thus increasing ridership, reducing Vehicle Miles Traveled (VMT) and reducing GHG.

On the local routes operated in the cities of Rohnert Park and Cotati, Sonoma County Transit deploys buses that are fueled by compressed natural gas (CNG). This project will replace a CNG-fueled bus with a zero-emission electric-powered bus. The deployment of the zero-emission electric-powered buses will help to reduce greenhouse gas emissions.

Greenhouse Gas Reductions - Please provide quantitative information requested below and explanation/support for the data provided.

	Value	Explanation
Year 1 (Yr1) - <i>First year of service, or year that capital improvements will be completed.</i>	2019	The zero-emission electric-powered bus is expected to be deployed into service by late FY 2019.
Year F (YrF) - <i>Final year that the service is funded or the final year of the capital improvements useful life.</i>	2031	The end of the useful life of this bus is anticipated to be in late FY 2031.
Project Yr1 Ridership - <i>Estimated annual ridership contributed by the new service or capital improvement in Yr1.</i>	530	Total ridership on local routes 10, 12 and 14 of approximately 53,000 in FY 16-17 is anticipated to increase an estimated 1% due to the novelty of the new zero-emission electric-powered bus.
Project F Yr. Ridership - <i>Estimated annual ridership contributed by the new service or capital improvement in YrF.</i>	530	Total ridership on local routes 10, 12 and 14 of approximately 53,000 in FY 16-17 is anticipated to increase an estimated 1% due to the novelty of the new zero-emission electric-powered bus.
Adjustment (A) - <i>Adjustment factor to account for transit dependency. Default: 0.5 for local bus service and 0.83 for long distance commute service.</i>	0.50	Using the default for local bus service.
Trip Length (L) - <i>Length (miles) of average auto trip reduced or average passenger trip length (miles).</i>	7.67	Systemwide average weekday passenger trip length as reported in the FY 16-17 National Transit Database (NTD).
Project Useful Life	12	This is calculated based on the values above.
Total Project Ridership Increased	6,360	This is calculated based on the values above.
Total Project VMTs Reduced	24,391	This number is calculated based on the values above.
Estimated Total Project GHG (mtco2) Reduction:	1007.58	This number is calculated based on the values from above and the QM-Tool tab.
LCTOP Emission Reductions /Total LCTOP Funds Requested	0.01410	This number is calculated based on the values from above and the QM-Tool tab.

Project Benefits

Transit Mode Share (increase mobility): Describe how this project will increase transit mode share (increase mobility).

The new 30-foot electric-powered will be deployed on Sonoma County Transit's local routes operating in the cities of Rohnert Park and Cotati. These local routes also provide feeder service to the Sonoma Marin Area Rail Transit (SMART) commuter rail stations located in Rohnert Park and Cotati. The novelty of the new bus will increase transit mode share by helping to promote use of convenient feeder bus service between the Rohnert Park and Cotati SMART stations and nearby popular destinations (such as Sonoma State University, Graton Resort and Casino, and Sonoma Mountain Village.)

Co-Benefits - Check all additional Benefits/Outcomes.

- | | |
|---|---|
| <input type="checkbox"/> Improved Safety | <input type="checkbox"/> Coordination with Educational Institution |
| <input checked="" type="checkbox"/> Improved Public Health | <input type="checkbox"/> College <input type="checkbox"/> Grades K-12 |
| <input checked="" type="checkbox"/> Reduced Operating/Maintenance Costs | <input type="checkbox"/> Promotes Active Transportation |
| <input type="checkbox"/> Increase System Reliability | <input checked="" type="checkbox"/> Promotes Integration w/ other modes |
| <input type="checkbox"/> Other Benefits | |

Co-Benefits - Describe benefits indicated above and other benefits not listed.

This project will improve public health through the deployment of a new zero-emission electric-powered bus on Sonoma County Transit's local routes operated in the cities of Rohnert Park and Cotati. The deployment of a zero-emission electric-powered bus will reduce greenhouse gas emissions, and help reduce air pollution and related public health issues. Also, overall operating and maintenance costs for the new zero-emission electric-powered bus is expected to be less than the costs for a similar CNG-fueled bus. In addition, because the new electric-powered bus will be deployed on local routes in the cities of Rohnert Park and Cotati that provide feeder service to SMART commuter rail, they will help promote the intergration of bus and rail service in Sonoma County.

AB 1550 Populations Benefits

Does your Service Area have a Disadvantaged Community?	Yes
Does the Project Benefit a Disadvantaged Community?	Yes
Does the Project Benefit a Low Income Community or a resident of a Low-Income Household?	Yes
Does the Project Benefit a Low Income Community or a resident of a Low-Income Household with in a 1/2 of a Disadvantaged Community?	Yes

Identify the DAC Census Tract Project Benefits (please use the 10-digit identification code) :	6097153200
---	------------

Identify AB 1550 Criteria Table:	Transit
Identify the Specific AB 1550 Criteria (for more information please review AB 1550 Criteria tab):	A. Is the project at least partially located within the boundaries of a disadvantaged community census tract? For projects that improve transit service or increase transit access along transit lines or corridors, is the project serving at least one stop located within the boundaries of a disadvantaged community census tract?
Identify the approach your agency used to identify AB 1550 Community Need (for more information please review AB 1550 Needs tab):	B. Look at the individual factors in CalEnviroScreen 3.0 that are most impacting an identified disadvantaged or low-income community (i.e., factors that score above the 75th percentile), and select a project that reduces the impacts of one of those factors;
Identify Specific AB 1550 Group Common Needs (if you select letter D. in question above):	

AB 1550 Community Need: Describe, in detail the identified community need(s) and how the project meets the need(s), including the levels of community engagement.
Sonoma County Transit (SCT) identified community needs by looking at factors in CalEnviroScreen 3.0 that caused the census tract within our service area to be identified as a disadvantaged community (DAC). Asthma is 81 in the percentile score for the census tract identified as a DAC. The deployment of zero-emission electric-powered buses will reduce the health harms such as asthma suffered disproportionately due to air pollutants in the DAC census tract. SCT also participated in the development of the Roseland Community Based Transportation Plan (CBTP), which includes a portion of the DAC census tract.

Identify the Specific AB 1550 Benefit Criteria (for more information please review AB 1550 Benefit Criteria tab):	F. Project creates or improves infrastructure or equipment that reduces air pollution on regular scheduled routes that are primarily within an AB 1550 community (e.g., rail electrification, zero-emission bus);
--	---

**FY 2017-2018 LCTOP
Allocation Request**

DAC Benefit - Explain, in your own words, how the project will benefit Disadvantaged Community(ies) within your service area.

There is one (1) DAC census tract located within Sonoma County Transit's service area. A portion of this DAC is located within the City of Rohnert Park and is served by local routes 12 and 14. Of the two buses deployed weekdays on local routes 12 and 14, one will be the new zero-emission electric-powered bus. One bus is deployed on these local routes on Saturday, which will be the new zero-emission electric-powered bus. Therefore, of the total 54,890 revenue miles operated per year on local routes 12 and 14, approximately 50% or 27,445 revenue miles will be operated with a zero-emission electric-powered bus reducing air pollution in this DAC census tract.

Low-Income Community or Low-Income Household Benefit - Explain, in your own words, how the project will benefit Low-Income Community(ies) or Low-Income Households within the project area.

There are twenty-five (25) Low-Income census tracts located within Sonoma County Transit's service area. Local routes 10, 12 and 14 provide service to five (5) of the Low-Income census tracts located within the cities of Rohnert Park and Cotati. Of the two buses deployed weekdays on local routes 10, 12 and 14, one will be the new zero-emission electric-powered bus. One bus is deployed on these local routes on Saturday, which will be the new zero-emission electric-powered bus. Therefore, of the total 91,720 revenue miles operated per year on local routes 10, 12 and 14, approximately 50% or 45,860 revenue miles will be operated with a zero-emission electric-powered bus reducing air pollution in these Low-Income census tracts.

Low-Income Community or Low-Income Household within 1/2 a mile of a Disadvantaged Community Benefit - Explain, in your own words, how the project will benefit Low-Income Community(ies) or Low-Income Households within the project area.

There are six (6) Low-Income census tracts located within Sonoma County Transit's service area that are located within 1/2 a mile of the DAC census tract. Local routes 12 and 14 provide service to two (2) of the Low-Income census tracts in the City of Rohnert Park that are located within 1/2 a mile of the DAC census tract. Of the two buses deployed weekdays on local routes 12 and 14, one will be the new zero-emission electric-powered bus. One bus is deployed on these local routes on Saturday, which will be the new zero-emission electric-powered bus. Therefore, of the total 54,890 revenue miles operated per year on local routes 12 and 14, approximately 50% or 27,445 revenue miles will be operated with a zero-emission electric-powered bus reducing air pollution in these Low-Income census tracts.

Amount funds to benefit a DAC: \$	445,000
Amount funds to benefit Low-Income Households & Residents: \$	89,000
Amount funds to benefit Low-Income Households or Resident within 1/2 mile of a DAC: \$	148,333



County of Sonoma
State of California

Date: April 17, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing the Execution Of The Certifications And Assurances And Authorized Agent Form
And Authorizing All Actions Required For The Low Carbon Transit Operations Program
(LCTOP) for the Following Project: Electric Bus Purchase**

Whereas, the County of Sonoma – Sonoma County Transit is an eligible project sponsor and may receive funding from the State of California’s Low Carbon Transit Operations Program (LCTOP) for transit projects; and

Whereas, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

Whereas, the California Department of Transportation (Caltrans) is the administrative agency for the LCTOP; and

Whereas, Caltrans has developed guidelines for administering and distributing LCTOP funds to eligible project sponsors; and

Whereas, the County of Sonoma – Sonoma County Transit wishes to delegate authorization to execute all required actions and LCTOP documents to Johannes Hoevertsz, Director of Sonoma County Transportation and Public Works; and

Whereas, the County of Sonoma – Sonoma County Transit wishes to apply for LCTOP funding in order to purchase a new electric-powered bus; and

Now, Therefore, Be It Resolved, by the Sonoma County Board of Supervisors that the County of Sonoma – Sonoma County Transit agrees to comply with all conditions and requirements set forth in the Certifications and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP-funded transit projects.

Be It Further Resolved that Johannes Hoevertsz, Director of Sonoma County Transportation and Public Works, is authorized to execute all required actions and documents, including any amendments thereto, with the California Department of Transportation (Caltrans) as required for FY 2017-18 LCTOP funding.

Be It Further Resolved by the Board of Supervisors that the following project nomination and request to the California Department of Transportation for FY 2017-18 LCTOP funds is authorized:

Project Name: Electric Bus Purchase

Resolution #
Date: April 17, 2018
Page 2

Amount of LCTOP funds requested: \$373,545

Short description of project: Purchase one 30-foot electric bus, planned for deployment primarily on Sonoma County Transit's local routes operated in Rohnert Park and Cotati.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 18
(This Section for use by Clerk of the Board
Only.)

To: Board of Supervisors

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor James Gore
(707) 565-2241

Supervisorial District(s):

Fourth District

Title: Gold Resolution

Recommended Actions:

Adopt a Gold Resolution proclaiming the fourth Friday in April as Children's Memorial Flag Day throughout Sonoma County in memory of children who have died by violence. (Fourth District)

Executive Summary:

Adopt a Gold Resolution proclaiming the fourth Friday in April as Children's Memorial Flag Day throughout Sonoma County in memory of children who have died by violence. (Fourth District)

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: April 17, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of The Board of Supervisors of The County of Sonoma, State of California,
Proclaiming the Fourth Friday in April as Children's Memorial Flag Day Throughout Sonoma
County in Memory of Children Who Have Died by Violence.**

WHEREAS throughout America, tragic cases of violence against children occur frequently and senselessly, destroy innocent lives and devastate families; and

WHEREAS the people of Sonoma County believe in the celebration of life, diversity and hope for the future through our children, and deplore and condemn acts of violence committed upon the children of our communities; and

WHEREAS MOVES (Minimizing Occurrences of Violence in Everyday Society) and the Sonoma County Human Services Department are committed to raising individual and public consciousness of the need to care for all our children and to honor young lives lost; and

WHEREAS MOVES has acquired a Children's Memorial Flag from the Child Welfare League of America, which has become a recognizable symbol of the need to do a better job of protecting children, and which is sponsoring a national effort to memorialize child victims, and which has been adopted in other California communities.

NOW, THEREFORE, BE IT PROCLAIMED, that in memory of children who have died by violence, the County of Sonoma does hereby proclaim the fourth Friday in April as Children's Memorial Day; and

BE IT FURTHER PROCLAIMED that the Children's Memorial Flag be flown on April 28 by the County of Sonoma and that the Sonoma County Board of Supervisors urge all citizens to increase their participation in efforts to prevent child abuse and child death, thereby strengthening the communities in which we live.

Supervisors:

Resolution #

Date:

Page 2

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 19
(This Section for use by Clerk of the Board Only.)

To: Board

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-2241

Supervisorial District(s):

First

Title: Gold Resolution

Recommended Actions:

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, recognizing ImprovingBirth.org and the March for Moms Rally to Improve Birth International movement to bring evidence-based care and promote respect for women and their decisions in childbirth.

Executive Summary:

Discussion:

Prior Board Actions:

Strategic Plan Alignment Not Applicable

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Gold Resolution			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
State of California

Date: April 17, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, recognizing ImprovingBirth.org and the March for Moms Rally to Improve Birth International movement to bring evidence-based care and promote respect for women and their decisions in childbirth.

Whereas, the mission of ImprovingBirth.Org is to bring evidence-based care and humanity to childbirth ensuring that mothers have not just the right, but the means to make educated decisions about their own safety and that of their babies.; and

Whereas, there is a massive gap in the U.S. between routine, traditional practice and what current science shows is best for mothers and babies with evidence showing that nine in ten American women receive care that increases, rather than decreases, risks of harm to her and her baby.

Whereas, evidence-based care maternity care is based on the highest quality, most current medical evidence, most beneficial to mothers and babies (reducing incidences of injuries, complications, and death), with care tailored to the individual; and

Whereas, the majority of women surveyed in the Childbirth Connection Listening to Mothers III survey could not correctly identify two facts about labor induction or cesarean and a majority identified unsafe gestational ages as the earliest safe time to deliver a baby, absent complications, yet despite these quality concerns 47% of those surveyed rated maternity care providers as "completely trustworthy" and an additional 33% as "very trustworthy;" and

Whereas, women can make safer, more informed decisions about their care and that of their babies when they are given full and accurate information about their care options, including the potential harms, benefits, and alternatives; and

Whereas, thousands of men, women and children, in over 160 cities in all 50 states will gather peacefully to hold signs and distribute information about evidence-based birth practices and the need for humanity in our care on May 6, 2018 as part of an International "March for Moms Rally to Improve Birth;" and

Resolution #

Date:

Page 2

NOW, THEREFORE, BE IT RESOLVED, that the (Board of Supervisors / City Council) of (City / County), on behalf of all the citizens thereof, do hereby adopt this resolution recognizing ImprovingBirth.org and the March for Moms Rally to Improve Birth International movement to bring evidence-based care and promote respect for women and their decisions in childbirth.

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: 20
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

Nick Honey, 565-4343
Regina de Melo, 565-4346

Supervisorial District(s):

All

Title: Sonoma County Child Abuse Prevention Efforts and Gold Resolution to acknowledge April as Child Abuse Prevention Month.

Recommended Actions:

Adopt a Resolution designating the month of April 2018 as Child Abuse Prevention Month in Sonoma County.

Executive Summary:

April is nationally recognized as Child Abuse Prevention Month. As part of this national educational opportunity, the Sonoma County Human Services Department and the Child Parent Institute (CPI): 1) share information on child abuse and neglect prevention efforts countywide, and 2) request the Board of Supervisors to support child abuse prevention awareness and education by adopting a gold resolution.

Discussion:

Child abuse prevention requires a community-wide effort. The Human Services Department (HSD) partners with many community groups to reduce child abuse and neglect in Sonoma County. The Family, Youth and Children Division offers an array of prevention services programs to families with identified risk factors for potential child abuse. The Division has also significantly expanded community outreach efforts through free mandated reporter trainings — reaching more than 2,500 participants in 2017.

Of the 7,429 phone calls concerning child abuse or neglect received through the Emergency Response Hotline in 2017, 1,914 reports required an in-person investigation and 629 reports were confirmed as rising to the level of substantiated child abuse or neglect. Many of these families received prevention services from social workers and community providers while the families remained intact; in 238 cases, the situation was deemed so unsafe that children were removed from their home while parents addressed the safety issues.

The Family, Youth and Children Division partners with community-based providers to offer a variety of child abuse prevention services designed to support the families who are investigated for potential child abuse, have some risk factors, but do not rise to the level of requiring longer-term CPS involvement. These families are offered specialized community based services for therapy, housing, parenting education, health education or resource assistance to support families maintain a safe space for their children. The contracts for prevention services total

approximately \$630,000 and utilize Children’s Trust Fund (CTF), Child Abuse Prevention, Intervention and Treatment (CAPIT), Promoting Safe and Stable Families (PSSF), Community Based Child Abuse Prevention (CBCAP) funds and Realignment funding. In 2017, 119 families engaged in services; 52 of these families completed services and met or partially met their goals upon closure of services while an additional 67 families that began service in 2017 were continuing to receive services at the end of the calendar year.

The Human Services Department also contracts with the Child Parent Institute (CPI) to manage the Prevent Child Abuse – Sonoma County Council, which coordinates the community’s efforts in child abuse prevention, service coordination, and awareness. The Prevent Child Abuse – Sonoma County Council is authorized by the Sonoma County Board of Supervisors under the authority of the Welfare and Institutions Code Section 18980, Chapter 12.5, Child Abuse Prevention Coordinating Council Act. The Human Services Department and Council have partnered since 2005 to provide information about, and engage community partners in, child abuse prevention by offering quarterly trainings on topics related to child abuse prevention. This has included trainings on Adverse Childhood Experiences (ACE’s) and providing Trauma-Informed Care to families, as well as implementing the annual Blue Ribbon campaign and coordinating interagency partnerships through the Council to prevent child abuse.

In 2018, the Council continues to be focused on trauma informed care as well as distributing information about child abuse prevention efforts and the impact of child abuse in Sonoma County through various forms of social media and trainings. In April, Child Parent Institute (CPI) will also be offering free parenting classes community-wide in recognition of Child Abuse Prevention Month.

The Council works with a number of community partners to host the annual Blue Ribbon Training and Luncheon. This year, the luncheon will be held on April 26, 2018 in honor of Child Abuse Prevention Month. The luncheon begins at 12:00 p.m. and will be held at the Friedman event center, located at 4676 Mayette Avenue in Santa Rosa. The keynote presenter for the luncheon is Azim Khamisa, a nationally-renowned motivational speaker who will be sharing about strengthening spirit and recovering from life’s most difficult experiences. The resolution designating April 2018 as Child Abuse Prevention Month will also be presented at this luncheon.

Also in acknowledgement of Child Abuse Prevention Month, the California Department of Social Services, Office of Child Abuse Prevention (OCAP), has asked that every County raise the Children’s Memorial Flag on Friday, April 27, 2018, as a way to close Child Abuse Prevention (CAP) month activities. Also, at 10 a.m. that same day, the OCAP has requested that counties observe a moment of silence and reflection in honor of the Californian children who have died from violence within the year.

Prior Board Actions:

April 25, 2017, April 12, 2016, April 21, 2015, April 8, 2014, May 14, 2013, and April 10, 2012 - The Sonoma County Board of Supervisors has expressed their support of efforts to prevent child abuse and neglect by designating April to be Child Abuse Prevention Month in Sonoma County.

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

Public awareness and acknowledgement of child abuse prevention efforts supports a safe, healthy and caring community by engaging a wider audience of community members by sharing how they can support child abuse prevention efforts.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures	0	0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0
Narrative Explanation of Fiscal Impacts:			
N/A			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
None			
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Resolution			
Related Items “On File” with the Clerk of the Board:			
N/A			



County of Sonoma
State of California

Date: April 17, 2018

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma,
State Of California, Declaring April 2018 As
Child Abuse Prevention Month in Sonoma County**

Whereas, in 2017, Sonoma County had 1,914 reports of child abuse that were serious enough to require in person investigation to determine if allegations of abuse were substantiated and 238 children were removed from unsafe and abusive homes; and

Whereas, child abuse has serious impacts on both individuals and the community; and

Whereas, effective engagement in prevention and early intervention are the most effective ways to stop child abuse and keep families safely intact; and

Whereas, Sonoma County Human Services, District Attorney, Probation, Health Services, Sheriff's office and community based organizations have joined together in recognizing and supporting education, prevention and treatment efforts for all forms of child abuse; and

Whereas, every community member has a role to play in ending abuse;

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors hereby designate the month of April 2018 as Child Abuse Prevention Month in Sonoma County.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 21
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Diane Kaljian 707-565-5932
Tracy Repp 707-565-5982

Supervisorial District(s):

Title: Carroll L. Estes Older Adults Advocacy Award

Recommended Actions:

Adopt a resolution establishing the Carroll L. Estes Older Adults Advocacy Award and awarding it to Carroll L. Estes

Executive Summary:

Beginning in May, 2018 Sonoma County's Aging Together Steering Committee will honor an outstanding individual in the field of aging with an annual advocacy award. The award will be named the Carroll L. Estes Older Adults Advocacy Award.

Discussion:

The Carroll L. Estes Older Adults Advocacy Award shall be given by the Aging Together Steering Committee to a community champion who has demonstrated exemplary advocacy on aging issues. Nominated individuals will have a record of promoting or initiating programs and policies that benefit older persons locally, regionally or nationally.

Through research, teaching and public service, Sonoma County resident Carroll L. Estes has devoted her career to improving the health and economic security of vulnerable and underserved populations, with special attention to women, older persons, and minorities. Carroll is a leading scholar and educator in policy on aging, geriatrics, Social Security, Medicare, and long term care, has been described as a prolific, persuasive, original thinker. Carroll is a founder of the UCSF School of Nursing's Institute for Health & Aging and has authored, co-authored, and co-edited 24 books, including edited volumes *Nation's Health*, and *Health Policy*, which have been adopted in 400 Schools of Medicine and Nursing.

This year the Aging Together Steering Committee will recognize Carroll L. Estes as the first recipient of the award named in her honor.

Prior Board Actions:			
June 4, 2013 – Recognized Carroll Estes on the Occasion of her 75 th Birthday and for her many years of research and advocacy on Social Security and Medicare policy, health reform, Long Term Care, and Elder Women’s Economic and Health Security.			
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Recognition of individuals with significant contributions to academic and political pursuits that benefit the health and economic security of vulnerable and underserved populations.			
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			

Attachments:
Attachment 1 – Gold Resolution Attachment 2 - Procedures for awarding the Aging Together Carroll Estes Older Adults Advocacy Award
Related Items “On File” with the Clerk of the Board:
None



County of Sonoma

State of California

Date: April 17, 2018

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, to Award the 2018 Carroll L. Estes Older Adults Advocacy Award to Carroll L. Estes

Whereas, through research, teaching, and public service, Carroll L. Estes has devoted her career to improving the health and economic security of vulnerable and underserved populations, with special attention to women, older persons, and minorities; and

Whereas, Carroll is a leading scholar and educator in policy on aging, geriatrics, Social Security, Medicare, and long term care, has been described as a prolific, persuasive, and original thinker; and

Whereas, Carroll is engaged in research, writing, and post-doctoral training at the UCSF School of Nursing's Institute for Health & Aging, which she co-founded in 1985; and

Whereas, Carroll has authored, co-authored, and co-edited 24 books, including edited volumes *Nation's Health*, and *Health Policy* which have been adopted in 400 Schools of Medicine and Nursing; and

Whereas, she is a distinguished scholar at the London School of Economics and the Sorbonne in Paris, Carroll was educated at Stanford University (B.A.), Southern Methodist University (M.A.), the University of California, San Diego (Ph.D.); and

Whereas, Carroll's work extends far beyond academia, as the San Francisco League of Women Voters acknowledged in naming her "A Woman Who Could Be President," she has been consultant to U.S. Commissioners of Social Security, U.S. Senate and House Committees, appointed to Presidential commissions, and elected to the Institute of Medicine of the National Academy of Sciences; and

Whereas, As a former Board chair of the National Committee to Preserve Social Security and Medicare and current Chair of the National Committee Foundation, she is often in Washington DC working on Social Security, Medicare and Medicaid policy.

Resolution #

Date:

Page 2

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors hereby Award Carroll Estes the Carroll L. Estes Older Adults Advocacy Award for her significant contributions to academic and political pursuits that benefit the health and economic security of vulnerable and underserved populations.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Aging Together Carroll Estes Older Adults Advocacy Award

Procedure

Beginning in May, 2018 Sonoma County's Aging Together Steering Committee will honor an outstanding champion in the field of aging with an annual advocacy award. The award will be named the Carroll L. Estes Older Adults Advocacy Award.

Through research, teaching and public service, Sonoma County's Carroll L. Estes has devoted her career to improving the health and economic security of vulnerable and underserved populations, with special attention to women, older persons, and minorities. Carroll is a leading scholar and educator in policy on aging, geriatrics, Social Security, Medicare, and long term care, has been described as a prolific, persuasive, original thinker. Carroll is a founder of the UCSF School of Nursing's Institute for Health & Aging and has authored, co-authored, and co-edited 24 books, including edited volumes *Nation's Health*, and *Health Policy*, which have been adopted in 400 Schools of Medicine and Nursing.

The Carroll L. Estes award shall be given to a community champion who has demonstrated exemplary advocacy on aging issues. Nominated individuals should have a record of promoting or initiating programs and policies that benefit seniors locally, regionally or nationally. Examples of recipients would be:

- an individual who is dedicated to a focus area that impacts seniors (ex. community connectedness, transportation, housing, lifelong learning, employment, financial security, healthcare, community education, academia) or multiple initiatives to improve the quality of life of older adults,
- has addressed disparities or reduced poverty among seniors,
- has worked to make Sonoma County a place that helps people to thrive across the lifespan,
- helps to build a community that ages together, and supports opportunities to enlighten, encourage, and care for each other with honor, respect and interdependence, and
- has made a significant impact with their work.

The Aging Together Steering Committee determines that:

- 1) the award recipient should work or live in Sonoma County,
- 2) the award does not have to be given each year and
- 3) it is preferable to not award an Aging Together Steering Committee member, but not prohibited.

Each year in March, the Aging Together Steering Committee reviews possible nominations for the award. If a recipient is identified, a plaque is prepared, the award is agerized for a May

Board of Supervisors meeting, coinciding with Older Americans Month. The recipient is notified at least one week in advance. The award is presented in the Board of Supervisors Chambers during a regular Board meeting.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 22
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Sylvia Lemus, 565-1702

Supervisorial District(s):

All.

Title: 2018 County Volunteer Recognition

Recommended Actions:

Adopt a resolution for National Volunteer Week recognizing approximately 3,000 volunteers who served the County in 2017.

Executive Summary:

Each year, the County of Sonoma recognizes approximately 3,000 volunteers for National Volunteer Week, which will be observed nationally from April 15 to April 21, 2018. The County benefits from the many volunteers committed to providing services that help to support and augment the services provided to the community by the County's departments and programs. This year is especially important to recognize volunteers, because so many residents stepped into the role as volunteers to help others during the devastating wildfires that damaged our community.

Our 34th annual Volunteer Recognition Reception event, coordinated and facilitated by the Human Resources Department, will be held in honor of the many volunteers that donated time and service in 2017. The celebration will be held on Thursday, April 19, 2018, from 3:45 to 6:00 p.m. at the Sonoma County Fairgrounds, Finley Hall Building.

All of the County's volunteers will be recognized at this event with appetizers and gifts. This year's Outstanding Volunteers will also be recognized and presented awards.

Discussion:

In the County of Sonoma, there have been individuals who have given of themselves through volunteerism for many years. The formal Volunteer Program, administered by the Human Resources Department, was established in January 1984.

Last year, over 3,000 volunteers donated their time and energy to the many departments and programs at the County of Sonoma. Some examples of the great work performed by volunteers include:

- Helping at shelters and being First Responders during the October 2017 Wildfires,
- Acting as tutors and mentors to abused and neglected children,
- Offering support to the mentally ill,
- Assisting with searches for lost and missing persons, as well as responding to hazardous materials incidents,
- Grooming and caring for animals in the County shelter,
- Helping the elderly by providing fall prevention training,
- Guiding visitors in County parks and at our airport,
- Assisting with research, providing translation skills, and performing countless other meaningful deeds that benefit our community.

Volunteers also serve as Board appointees to the County’s boards, commissions, committees, and task forces, providing the general public opportunities to become involved in local government.

Departments’ volunteer programs will submit nominations for the 2017 Outstanding Volunteers, which are individuals who have been identified as having contributed one or more of the following:

- An extraordinary number of hours in a year's period,
- A longstanding commitment to the department/program,
- An effort of exceptional quality,
- Participation in a project with wide-ranging impact, and/or
- Other actions the department considers invaluable or extraordinary.

The Volunteer Recognition Committee will review nominations and select honorees to recognize as 2017 Outstanding Volunteers. They will receive an award and special recognition certificate at the Volunteer Recognition Reception event on April 19, 2018. Volunteers, managers, department heads, and Board of Supervisors are invited to this celebration in honor of our volunteers.

Human Resources Recommends that the Board of Supervisors approve a resolution recognizing National Volunteer Week in recognition of our over 3,000 volunteers that provided priceless service to our County in 2017.

Prior Board Actions:

Since 1984, the Board has annually adopted a resolution recognizing the efforts of its County volunteers in honor of National Volunteer Week.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

County provides volunteer opportunities for citizens to participate and learn about county government and services. Volunteers enhance and augment the services provided to the community.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	8,200		
Additional Appropriation Requested			
Total Expenditures	8,200		
Funding Sources			
General Fund/WA GF	8,200		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	8,200		
Narrative Explanation of Fiscal Impacts:			
Human Resources has appropriations sufficient in its budget to cover the costs of this event. The budget will cover items such as catering, gifts, awards, printing, and supplies.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
No staffing impact.			
Attachments:			
One resolution for National Volunteer Week.			
Related Items "On File" with the Clerk of the Board:			
None.			



County of Sonoma

State of California

Date: April 19, 2018

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, In Observance Of National Volunteer Week To Appreciate And Recognize The Invaluable Contribution That Volunteers Made To County Government.

Whereas, National Volunteer Week 2018 is observed from April 15 to April 21, 2018;
and

Whereas, the County of Sonoma recognizes that the involvement of volunteers as vitally important in augmenting essential public services provided by County departments and our community; and

Whereas, the contribution of these volunteers is an important asset to the County and to our community, adding approximately 5 million dollars' worth of services, as well as enhancing the quality of public services to our community; and

Whereas, in October 2017, our community experienced a horrific wildfire disaster, and volunteers arose from throughout the county to help others through this traumatic experience, even while many experienced personal losses; and

Whereas, it is important to recognize the efforts of the County's approximately 3,000 volunteers in honor of National Volunteer Week 2017, by hosting the 34th Annual Volunteer Recognition Reception on Thursday, April 19, 2018, in their honor; and

Now, Therefore, Be It Resolved that the Board of Supervisors expresses its deep gratitude, utmost respect, and sincere appreciation to these volunteers and recognizes the importance of their contribution to the County and community during National Volunteer Week.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

Resolution #

Date:

Page 2

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors and Board of Commissioners

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors and Sonoma County Community Development Commission

Staff Name and Phone Number:
Supervisor Hopkins 707-565-2241

Supervisorial District(s):
All

Title: Housing Recovery Bond

Recommended Actions:

Approve a Minute Order Resolution directing the County Administrator's Office, the Community Development Commission, the Auditor Controller Treasurer Tax Collector, and County Counsel to evaluate the County resources and processes necessary to access the feasibility of a county-wide General Obligation Housing Recovery Bond ballot measure.

Executive Summary:

Community stakeholders and leaders concerned about the severe shortage of affordable and workforce housing have been discussing placing a General Obligation Housing Recovery Bond on the November 2018 ballot. Approval of this Minute Order Resolution will direct staff to evaluate the County resources and processes necessary to place a Housing Recovery Bond measure on the November 2018 ballot.

Discussion:

Community stakeholders and leaders concerned about the severe shortage of affordable and workforce housing have been discussing placing a Housing Recovery Bond on the November 2018 ballot. Their work follows on the examples of four other bay area counties that passed housing bonds or other housing measures in 2015 and 2016.

Statements of need articulated by those working on the bond are grounded in the recognition that Sonoma County lost 5,300 homes in the 2017 wildfires, and was already experiencing a severe shortage of homes for households of all income levels before the fires. A February 2018 study by Beacon Economics determined that the County needs an additional 26,000 housing units by 2020 to keep pace with anticipated employment growth and to address the pre- and post-fire housing needs. A 2017 study of affordable housing gaps concluded that Sonoma County needs 17,000 more homes specifically for low-income households. Recent discussions by the Santa Rosa City Council, Sonoma County Transportation Authority and the Board have begun to center on a goal of adding 30,000 new homes in

the County within five years, with a subset of those to be affordable to households earning at or below 60% of the area median income. The forthcoming Strategic Housing Recovery Plan will seek to formalize adoption of this ambitious goal, and enumerate a variety of strategies to pursue it, one of which could be the placement of a Housing Recovery Bond measure on the November ballot.

As noted above, faced with similar circumstances, voters in four other Bay Area counties passed housing bonds in 2016 similar to what is being discussed in Sonoma County. In those counties, Nonprofit Housing Associates of Northern California (NPH), a coalition of affordable housing developers and experts in the field, conducted polling and community organizing that proved essential to passage of the bonds. NPH and its members have likewise been active developers in Sonoma County and stand ready to assist with feasibility analysis as needed, and to marshal community support should your Board decide to place such a measure on the ballot.

Current community stakeholders and leaders are interested in a General Obligation Housing Recovery Bond in the approximate amount of \$300 million, to be sent by the Board of Supervisors to the voters in November 2018. The Board of Supervisors would need to call the election on the measure by August 10, 2018. In accordance with state law, county staff will not be involved in any campaign or advocacy work.

At this time, the leaders and community stakeholders have requested that the County and City of Santa Rosa professional staff with expertise in affordable housing finance provide structuring and administrative guidance to refine the work completed thus far, and prepare an actionable housing bond policy document that can be formally considered by your Board and the other jurisdictions.

The Minute Order would direct staff to evaluate the County resources (and funding streams to support the resources) needed to place a November Bond measure on the ballot. It is requested that staff return to the Board on May 8th with the information.

Prior Board Actions:

Strategic Plan Alignment Goal 3: Invest in the Future

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
State of California

Date: April 17, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Concurrent Minute Order Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, and the Board of Commissioners of the Community Development Commission Directing the County Administrator's Office, the Community Development Commission, the Auditor-Controller Treasurer-Tax Collector, and County Counsel To Evaluate the County Resources and Processes Necessary to Assess the Feasibility of a County-Wide General Obligation Housing Recovery Bond Ballot Measure

The County Administrator's Office, the Community Development Commission, the Auditor-Controller Treasurer-Tax Collector, and County Counsel are directed to evaluate the County resources and processes necessary to place a General Obligation Housing Recovery Bond measure on the November 2018 ballot. Staff is requested to return with the information on May 8th.

Supervisors/Commissioners:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 24
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of the County of Sonoma, Board of Directors of the Sonoma County Water Agency, Board of Commissioners of the Community Development Commission, and Board of Directors of the Sonoma County Agricultural Preservation and Open Space District

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Resources Department

Staff Name and Phone Number:

Spencer Keywood, 565-2988

Supervisorial District(s):

Title: Layoff Mitigation Plan

Recommended Actions:

Approve layoff mitigation strategies.

Executive Summary:

Due to state and federal fiscal changes and the fiscal impact of the Sonoma Complex Fires on the County's revenues and expenses, certain departments have or will need to take action to reduce position allocations for fiscal year 2018/2019 in order to achieve a balanced budget. The County and Human Resources Department are committed to mitigating employee layoffs and have developed some initial plans that will assist in this effort. This item discusses those strategies and recommendations.

Discussion:

On March 20, 2018, staff conducted a budget policy workshop with your Board. Key points during this discussion included:

- an estimated budget shortfall of \$2.2M for this fiscal year;

- fiscal year 2018/2019 will not have the benefit of any fund balance from this fiscal year to assist in establishing a balanced budget;
- an estimated General Fund shortfall for fiscal year 2018/2019 of \$14.2M;
- significant fiscal challenges for the Department of Health’s Behavioral Health Division; and
- State and Federal funding shortfall for the Human Services Department.

County Administrator instructions to departments for fiscal year 2018/2019 budget development included a conservative approach to reducing General Fund net cost targets to align revenues and expenditures with previous years’ actuals.

Given the fiscal challenges listed above, the County expects to have position reductions in at least a few departments for fiscal year 2018/2019. Preparing for position reductions can take several months. In years past when the County was experiencing significant fiscal challenges, the County, with the leadership of the Human Resources Department, created layoff mitigation strategies. The County does not anticipate position reductions near the levels of fiscal years 2009/2010 and 2010/2011. Regardless, the County wants to mitigate employee impacts and minimize the number of potential job losses to the extent reasonably possible.

In 2010, Human Resources amended several Civil Service Rules to give more flexibility to mitigate employee layoffs. Per the Rules, options to mitigate an employee layoff include the ability to transfer to a same class, transfer to a closely related class, or voluntarily demote to class in which that employee possesses the minimum qualifications. One of Human Resources essential functions is to assist and guide departments through the layoff process. This gives Human Resources early and full visibility to what position allocations may be impacted, who, as a result may be subject to layoff, and what layoff mitigation options exist. Departments and Human Resources work closely to find options for employees within the employee’s existing department. If there are no options within the impacted employee’s department, then Human Resources is prepared to do the following to mitigate employee layoffs:

- Human Resources will maintain a master list of position reductions and impacted employees based on information provided by the departments
- When Human Resources receives a position requisition to fill a vacancy, Human Resources will review the master list prior to opening a recruitment or providing a list of eligible names to the requesting department
 - If there is a possibility (pursuant to our Civil Service Rules) to mitigate a layoff, prior to opening a recruitment or certifying an employment list, Human Resources will facilitate a process for the impacted employee and hiring department with the objective of the department interviewing the impacted employee
 - Departments will interview the impacted employee if the employee expresses the interest
- Human Resources will remind all County employees of the various resources available to County employees to stay abreast of current and upcoming job openings
- Human Resources will meet with impacted employees to discuss career path opportunities, as requested

With the scope of the anticipated layoffs at this point, Human Resources believes the above strategies are sufficient to support impacted employees. Human Resources and the County Administrator’s Office do not recommend a hiring freeze because as demonstrated in the March 20, 2018 budget policy workshop, departments have been self-directed in managing their position vacancies as a fiscal management strategy.

Human Resources recommends the Board approve the strategies listed above.

Prior Board Actions:

4/19/11 Board received a report on Layoff Mitigation Plan and ongoing efforts.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

These recommendations support the alignment of the public services provided by the departments with community’s needs by ensuring a professionally managed county organization that is accessible, transparent, fiscally responsible, and accountable to the public.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested	\$0		
Total Expenditures		\$0	

Funding Sources

Total Sources			

Narrative Explanation of Fiscal Impacts:

No fiscal impacts.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

No staffing impacts.

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 25
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Karen Fies, Director, Human Services Department,
565-6990
Diane Kaljian, Assistant Director, Human Services
Department, 565-5932

Supervisorial District(s):

All

Title: New Human Services Funding for Housing and Case Management Services

Recommended Actions:

1. Accept Housing and Disability Advocacy Program (HDAP) grant funding of \$742,846 through June 2020 and authorize a Human Services Department program to assist homeless individuals to find stable housing while applying for disability benefits.
2. Accept California Department of Healthcare Services funding of \$3.1 million over a 5 year period and accept new revenue for the Home and Community Based Alternatives (HCBA) program serving medically frail individuals.
3. Accept California Office of Emergency Services (CalOES) Victims of Crime Act (VOCA) grant funding of \$595,000 over a 2-year period to establish emergency shelter and emergency housing assistance resources and specialized services for elder abuse victims.

Executive Summary:

The Human Services Department has received funding to develop three new programs in the Adult and Aging Division to serve older adults and people with disabilities. The Housing and Disability Advocacy Program (HDAP) will provide case management and housing assistance for homeless individuals who are applying for disability benefits. The Home and Community Based Alternatives (HCBA) program will provide case management for Medi-Cal beneficiaries who are at risk of nursing home placement. The California Office of Emergency Services (CalOES) Victims of Crime Act (VOCA) program will provide emergency shelter and housing assistance for elder abuse victims.

The request for additional positions and FY 17-18 appropriations for these grants are included in a the HSD Board Item titled "Request New Positions, Changes in Position Allocations, Budget Adjustments, and Authorization to Implement Layoff Proceedings in the Human Services Department" also being presented to the Board today. Budget adjustments for FY 18-19 will be included with Budget Supplemental adjustments in June 2018.

Discussion:

Housing is a great concern for many in Sonoma County, especially for older adults. Rents have risen 40% over the past four years. There has been a 36% jump in median rents after the October fires. Santa Rosa's median rent increased 16%, and more than 29,000 county residents are on waiting lists for a Section 8 rental assistance voucher. There are 125,109 Sonoma County older people age 60+ who make up 25% of the population. The number of Sonoma County residents age 60+ is projected to increase by nearly 38% from 2015 to 2025.

Reports of elder abuse to Sonoma County's Adult Protective Services (APS) Program have increased by 55% since 2014. There were 3,647 reports of abuse and neglect of older adults and dependent adults in 2014. In 2017 there were 5,655 reports to Adult Protective Services.

In December 2016, the Board approved a Human Services Department and Community Development Commission project to address senior homelessness, *Linkages to Senior Housing*, an 18 month pilot project. This project focused on stabilizing housing for vulnerable seniors through comprehensive case management including direct and contracted services. The goal of the time-limited pilot project was to serve 100 older adult clients at risk of homelessness. HSD provided a program update to the Board in December 2017. As previously reported, the program has been successful, having served 65 clients from January 2017 through January 2018. 91% of individuals served were renters, and the remaining 9% were mobile home owners. Individuals referred for services have intensive case management needs. The combination of social worker assessment, care planning, advocacy along with money management services has proven to be successful in the pilot program. There are currently 89 seniors on the waitlist for Linkages to Senior Housing. Funding for the pilot program ends on June 30, 2018. The individuals on the waiting list will be referred to other HSD programs.

Three new programs will be developed with funding recently awarded to the Human Services Department. There is no request for additional County funds. All program costs will be paid by grant funds and/or required department match.

Housing and Disability Advocacy Program - HDAP

The Human Services Department (HSD) was awarded \$742,846 to develop the California Homeless Disability Advocacy Program (HDAP), a *Housing First* program that assists people with disabilities and veterans to find and sustain housing. The HDAP funding period is from January 2018 through June 2020. HDAP will address the needs of people with disabilities who are homeless or at-risk individuals to find stable housing while they apply for disability benefits. Eligible individuals must be recipients of General Assistance and in the process of applying for either Veterans benefits, Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI) or the Cash Assistance Program for Immigrants (CAPI).

The HDAP will be staffed by 1.0 new time-limited Social Services Worker IV position through June 30, 2020, working in collaboration with Adult and Aging and Economic Assistance Division staff as well as community resources.

Home and Community Based Alternatives – HCBA

The Human Services Department (HSD) was awarded five years of funding with the California Department of Healthcare Services to provide case management services in the Home and Community Based Alternatives (HCBA) waiver program. Total funding for this program is estimated to be \$3.1 million over the five year period. Five years is the initial funding term for this waiver. The intention of DHCS to provide ongoing funding similar to the funding for the Multipurpose Senior Services Program (MSSP) waiver that Sonoma County has operated since 1985. HSD administers the Multipurpose Senior Services Program (MSSP) which serves Medi-Cal beneficiaries who are 65

years or older and at risk of nursing home placement. The HCBA program enables Sonoma County to provide similar services to Medi-Cal beneficiaries over age 18 with complex medical conditions who choose to live independently in the community. Program participants require a range of care management services and other supports to remain living safely in their own homes. Without case management and other support systems, these participants would require placement in a skilled nursing facility or other institutional setting. The HCBA waiver program will be staffed with the following new time-limited position allocation: 3.0 Social Services Workers IV positions, 1.0 Social Services Supervisor II position, and 1.0 Account Clerk II position.

1.0 Senior Public Health Nurse position will be provided through an MOU with Sonoma County Department of Health Services. The Sonoma County Department of Health Services is the key partner in this program. The program will also develop sub-contracts with vendors in the community to provide needed services to HCBA waiver clients.

California Office of Emergency Services (CalOES) Victims of Crime Act (VOCA) Emergency Housing for Elder Abuse Victims

HSD has secured HDAP and CalOES funding to continue to provide housing-related case management services to older adults at risk of homelessness.

The Human Services Department was awarded a California Office of Emergency Services (CalOES) Victims of Crime Act (VOCA) grant for \$595,000 for the period October 2017 through September 2019 to create an emergency housing program for elder abuse victims. This program will establish emergency shelter and emergency housing assistance and will provide specialized services for elder abuse victims.

The CalOES Victims of Crime Act (VOCA) Program will provide case management and purchased services, including short term housing, to 50 victims of elder abuse who are at risk of homelessness and need emergency housing. 1.0 time-limited APS Social Services Worker IV position through September 30, 2019 and an Elder Advocate through a contract with the Council on Aging is also included in the funding.

-

Prior Board Actions:

December 12, 2017: Board received update on the Senior Homeless Prevention Program.
December 6, 2016: Board approved the implementation of the Senior Homeless Prevention Program

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

Findings from the 2016-2020 AAA Area Plan and Community Report *The Art of Aging* report Housing as one of the top three concerns for Sonoma County Seniors Living in Poverty

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>The request for additional positions and FY 17-18 appropriations for these grants are included in a the HSD Board Item titled "Request New Positions, Changes in Position Allocations, Budget Adjustments, and Authorization to Implement Layoff Proceedings in the Human Services Department" also being presented to the Board today. Budget adjustments for FY 18-19 will be included with Budget Supplemental adjustments in June 2018.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
See note above			
Attachments:			
None			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 26
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: April 17, 2018

Vote Requirement: 4/5

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Karen Fies, Director, 565-6990
Diane Kaljian, Assistant Director, 565-5932

Supervisorial District(s):

All

Title: Human Services Department Positions Allocation Additions and Changes; Budget Adjustments; and Authorization to Implement Layoff Proceedings

Recommended Actions:

1. Adopt a budgetary resolution authorizing adjustments to the Human Services Department FY 17-18 adopted budget due to IHSS appropriations legislative changes, net addition of 9.0 FTE time-limited positions and to allow acceptance of \$3.2 million in new revenue from five sources, \$2.9M from Realignment revenue for In Home Supportive Services (IHSS) Maintenance of Effort increases; \$101K Home and Community Based Alternatives(HCBA) waiver funds; \$60K California Employment Development Department grant; \$83K Housing and Disability Advocacy Program(HDAP) funds; \$97K California Office of Emergency Services Victims of Crime grant.
2. Adopt a resolution adjusting position allocations for the Human Services Department:
 - a. The Adult and Aging Division, due to new grant funding from the California Housing and Disability Advocacy program; California Office of Emergency Services Victims of Crime grant and Home and Community Based Alternatives waiver program, will add 1.0 FTE time-limited Social Service Worker IV position to 06/30/20; extend 1.0 FTE time-limited Social Service Worker IV position to 9/30/19, add 3.0 FTE time-limited Social Service Worker IV to 4/16/23, add time-limited 1.0 FTE Social Service Supervisor II to 4/16/23, and add time-limited 1.0 FTE Account Clerk II to 4/16/23;
 - b. The Employment and Training Division, due to new grant funding from the California Employment Development Department, will add 3.0 FTE time-limited Employment and Training Counselor II to 6/30/2019;
 - c. The Planning Research Evaluation and Engagement Division will extend 1.0 FTE time-limited Administrative Aide position to 06/30/19 to continue supporting the Road to Early Achievement and Development of Youth program due to additional First 5 funding;
 - d. The Economic Assistance division will delete 1.0 FTE Administrative Services Officer I and add 1.0 FTE Program Development Manager to address job classification and span of control issues.

Authorize the Human Services Department, in coordination with and oversight by the Human Resources

Department, to administer layoff proceedings and to mitigate layoffs to the extent possible in accordance with Civil Service Rule 11: Layoffs.

Executive Summary:

Request adoption of a budget resolution authorizing new revenue and a resolution adjusting position allocations for the Human Services Department. In addition, the Human Services Department requests the Board to authorize layoff proceedings.

Adult and Aging: The Human Services Department has received new funding to develop three new programs within the Adult and Aging Services Division to serve older adults and people with disabilities. The Housing and Disability Advocacy Program (HDAP) will provide case management and housing assistance for homeless individuals who are applying for disability benefits. The Home and Community Based Alternatives (HCBA) program will provide case management for Medi-Cal beneficiaries who are at risk of nursing home placement. And, the California Office of Emergency Services Victims of Crime Act (VOCA) grant program will provide emergency shelter and housing assistance for elder abuse victims.

To implement these programs, the Human Services Department requests 5.0 Social Service Worker IV time-limited positions, 1.0 Social Service Supervisor II time-limited and 1.0 Account Clerk II time-limited position funded through the new grant programs.

In Home Support Services (IHSS): Approval is requested for budget adjustment due to legislative changes in the IHSS 2011 Maintenance of Effort (MOE). The legislation changed three factors: raised County MOE participation calculation for provider wages, added County MOE participation for administrative costs, and capped State participation in administrative costs. The legislation provided short term cost relief by redirecting 1991 realignment and accelerating growth payments. As a result, the Human Service Department needs to adjust its FY 2017-18 budget to add expenditures and receive offsetting revenue from the State equal to \$2.9 million.

Economic Assistance: Approval is requested to delete 1.0 vacant Administrative Services Officer I position and add 1.0 Program Development Manager to address span of control by shifting management of the County General Assistance program to a more appropriate classification.

Employment and Training: The Human Services Department has received grant funding from the California Employment Development Department. As approved by the Board on March 13, 2018, the grant provides training and assistance for workers in the construction industry. This initiative requires 3.0 time-limited Employment and Training Counselors.

Planning, Research, Evaluation and Engagement: The Human Services Department requests approval to extend 1.0 time-limited Administrative Aide position. The Administrative Aide supports the Road to the Early Achievement and Development of Youth (READY) project half-time and supports the data reporting needs for Family, Youth and Children's Services half-time. HSD requests an early extension prior to budget hearings on this position to maintain program integrity.

Layoff Provisions: The Human Services Department requests Board approval to implement the Layoff Provisions of the Rules of the Sonoma County Civil Service Commission, specifically Rule 11: Layoffs. This agenda item does not request authority to delete position allocations at this time; Human Services will return to the Board in June 2018, during scheduled budget hearings, to request authority to delete position allocations in specific program areas related to changes in state law effective July 1, 2018 or later.

Discussion:

Adult and Aging

Three new programs will be developed with the funding recently received by the Human Services Department. There is no County General fund request. All program costs will be paid by grant funds and/or by required department matching funds. These programs will serve older adults and adults with disabilities. This request is to adopt the budgetary resolution to accept this new funding.

1. The Human Services Department (HSD) was awarded \$742,846 to develop the California Housing and Disability Advocacy Program (HDAP), a *Housing First* program that targets disabled individuals and veterans to assist them find and sustain housing. The HDAP funding period is from January 2018 through June 2020. HDAP will be staffed by 1.0 new time-limited Social Service Worker IV position through June 30, 2020.
2. The Human Services Department (HSD) was awarded a five-year funding term for \$1.2 M for the first two years with the California Department of Healthcare Services (DHCS) to provide case management services in the Home and Community Based Alternatives (HCBA) waiver program. The intention of DHCS is to provide ongoing funding similar to the funding for the Multipurpose Senior Services Program (MSSP) waiver that Sonoma County has operated since 1985. The HCBA waiver program will be staffed with 3.0 Social Service Workers IV time-limited positions to April 16, 2023, 1.0 Social Service Supervisor II time-limited position, and 1.0 Account Clerk II time-limited position to April 16, 2023. 1.0 Senior Public Health Nurse time-limited position to April 16, 2023 will be provided through Sonoma County Department of Health Services.
3. In December 2016, the Board approved a Human Services Department and Community Development Commission project, *Linkages to Senior Housing*, an 18-month pilot project funded through county general fund and HSD leveraging. Funding for Linkages to Senior Housing ends on June 30, 2018. The Department will continue services for older adults and people with disabilities who are homeless or at risk of homelessness through new grant programs and existing programs. The contracts related to Linkages to Senior Housing will end on June 30. This includes Mirabel Lodge \$153K, Council on Aging Secure Seniors \$62K, CDC/Share Housing \$65K. These contract amounts are for the full 18 months of the Linkages to Senior Housing pilot program. The Victims of Crime Act (VOCA) California Office of Emergency Services (OES) grant for \$595,000 for the period October 2017 through September 2019 will continue to address housing and the risk of homelessness by providing emergency housing for elder abuse victims. The program will be staffed by 1.0 time-limited Social Service Worker IV through September 30, 2019.

In Home Supportive Services (IHSS)

The FY 2017-18 State budget included new legislation eliminating the 2011 IHSS Maintenance of Effort (MOE) funding model. A new County MOE was established for IHSS provider wages and benefits. At the same time, the state added County participation MOE for County Administration, Public Authority and IHSS data system support. The legislation also capped the state's participation in County IHSS and Public Authority administrative expenses, resulting in decreased revenue to the County.

For FY 2017-18, redirected 1991 Realignment funds will cover the new MOE. The redirection of Realignment funds continues with some modification through FY 2018-19. The state moved funds from other Health and Human Services Realignment, accelerated growth payouts, and increased the growth forecast of 1991 Realignment. Redirected Realignment funds include Health, Mental Health and County Medical Service Program growth that would have otherwise been used for health and mental health services funding. It is anticipated that the May Revision and the final State budget will contain additional changes to IHSS financing that may reduce local impact of the MOE changes. The California State Association of Counties (CSAC) has convened a workgroup to develop alternatives to the current MOE model.

For the current year, the local impact of the legislative changes necessitates the requested Human Service Department FY 2017-18 budget adjustment to include additional expenditures and receive offsetting revenue from the State equal to \$2.9 million. The remaining \$5.4 million in expense represents revenue transfers from the Realignment fund to IHSS budget unit. See Attachment 3 for further detailed budget information.

Economic Assistance

The Department requests to add a Program Development Manager and eliminate a vacant Administrative Services Officer I position. The change in this allocation will address span of control issues by shifting management of the county General Assistance program from a Section Manager to the new Program Development Manager classification. The General Assistance program provides assistance for shelter and food for very low income adults without other resources and who do not have dependent children. Additionally the program provides an employment component and Supplemental Security Income advocacy for those unable to work due to a permanent or long term disability. The Program Development Manager will supervise the General Assistance Program Planning & Evaluation Analyst.

This position is also responsible for managing clerical and reception activities for the division; managing and monitoring contracts and developing Requests For Proposals; formulating, developing and evaluating goals, policies and procedures to align support operations within the division; assisting the Division Director with monitoring the division budget; researching revenue sources such as grants; and involvement with statewide initiatives. This position is currently vacant due to the promotion of the incumbent.

The “upgrade” to Program Development Manager in the Economic Assistance unit will cost an additional \$940 in FY17/18 since the Administrative Services Officer I position it will be replacing has already been budgeted for the full year. The budgeted labor cost for FY 2018-19 at “I” step will be at \$180K per annum. The full year cost of an ASOI is \$174,757.95. The full year cost of a PDM is \$179,838.88. The difference is \$5,080.93 for the full-year; \$940 is the pro-rated difference from April 10th through June 30th, 2018.

Employment and Training

The Department requests 3.0 time-limited Employment & Training Counselors through June 30, 2019 to provide assistance to the increased number of businesses and workers affected by the October fires. The Workforce Investment Board collected data showing that there were 1,184 Sonoma County Businesses and 8,247 workers in the fire zones. This accounted for 4,721 disaster-related Unemployment Claims in Sonoma County as of early November 2017. The increased staff will help to retrain affected workers and help affected businesses avert layoffs and downsizing. These positions are funded by the Employment Development Department grant approved by the Board on March 13, 2018.

Planning Research Evaluation and Engagement (PREE)

The Department requests a one-year extension to the time-limited Administrative Aide that supports the Road to the Early Achievement and Development of Youth (READY) and supports the data reporting needs for Family, Youth & Children.

In 2013, HSD PREE received a strategic grant from First 5 of Sonoma County to support development of the Road to the Early Achievement and Development of Youth (READY). READY is a collective impact initiative designed to increase the quality of early childhood education and facilitate the transition from preschool to kindergarten. Due to unspent funds, the original contract was extended for two years (to June 30, 2018) and an additional \$150,000 grant from First 5 of Sonoma County was given to sustain and expand the program. First 5 has committed \$150,000 to continue the READY program for FY 18-19 with the option for the First 5 Sonoma

County Commission to continue funding through 2020 when program outcomes are met.

PREE currently employs 1.0 FTE Program Planning & Evaluation Analyst and 1.0 FTE time-limited Administrative Aide for READY and Family, Youth and Children Division data and report development. The Administrative Aide position is scheduled to end June 30, 2018. Extension of 1.0 time-limited Administrative Aide is essential to expand and sustain HSD contracted work on the READY project to reach the targets agreed upon in the new READY grant and Family Youth & Children report development. HSD requests an early extension prior to budget hearings on this position to maintain program integrity.

Authorization to Add, Change, and Extend Human Services Positions

Based on the requests above and funding sources available, the Human Services Department requests the following additions, changes, and extensions to positions:

Requested Action	FTE	Position	Effective Date
ADD	1.0 FTE	Social Service Worker IV Time Limited (A&A – HDAP Grant)	4/17/18-6/30/20
ADD	3.0 FTE	Employment & Training Counselor II Time Limited (E&T-EDD grant)	4/17/18-6/30/19
ADD	3.0 FTE	Social Service Worker IV Time Limited (A&A – HCBA waiver program)	4/17/18-4/16/23
ADD	1.0 FTE	Social Services Supervisor II Time Limited (A&A – HCBA waiver program)	4/17/18-4/16/23
ADD	1.0 FTE	Account Clerk II Time Limited (A&A – HCBA waiver program)	4/17/18-4/16/23
ADD	1.0 FTE	Program Development Manager (EA)	4/17/18
EXTEND	1.0 FTE	Social Service Worker IV Time Limited (A&A – CalOES)	7/1/18–9/30/19
EXTEND	1.0 FTE	Administrative Aide Time Limited (PREE)	7/01/18-6/30/19
DELETE	1.0 FTE	Administrative Services Officer I (EA)	4/17/18

The above changes are using no General Fund dollars and are funded through the programs, grants, and federal dollars identified above.

Authorization to Implement Layoff Proceedings

Increased operating costs for the Fiscal Year 2018-2019 budget have made it necessary to submit a budget that includes reductions in allocated positions in some programs. Year-over-year operating expenses increased \$9.8M while revenues increased only \$8.3M, which left a \$1.5 million gap to close. In addition, program changes resulting from the implementation of Continuum of Care Reform will result in reductions of allocated positions. The proposed FTE reductions will create cost savings of \$1.5 million, which covers the increased labor cost from step & benefit increases. The Human Services Department requests Board approval to implement the Layoff Provisions of the Rules of the Sonoma County Civil Service Commission specifically Rule 11: Layoffs. This action does not include authority to delete position allocations at this time; Human Services will return to the Board in June 2018, during scheduled budget hearings, to request authority to delete specific position allocations with the 2018/2019 fiscal budget.

The Department will request the reduction of 13.0 full-time equivalent (FTE) positions. Due to current vacancies and anticipated attrition through retirements, resignations and promotions, HSD will explore alternatives to mitigate employees being laid off from County service. The Board approval will authorize the Department, in coordination with the Human Resources Department, to develop a timeline, create and audit seniority lists and layoff notices, and engage employee organizations in the meet and confer process by the deadline of June 23,

2018. Timely action will ensure the Department meets the requirement to provide formal notice of 21 calendar days to affected employees upon adoption of the Fiscal Year 2018-2019 budget. A delay in the effective date of position deletions may require deeper cuts to maintain a balanced budget.

The following 13.0 FTE positions are proposed to be eliminated from the Fiscal Year 2018-2019 budget:

FTE	Position Title	Division	Vacancy
2.00	Account Clerk II	Administrative Services	Vacant
3.00	Children's Residential Care Counselor I/II	Family, Youth & Children	Filled
2.00	Cook	Family, Youth & Children	Filled
1.00	Eligibility Specialist I/II	Economic Assistance	Vacant
1.00	Eligibility Specialist Supervisor	Economic Assistance	Vacant
0.50	Office Support Supervisor	Economic Assistance	Vacant
1.00	Program Planning & Evaluation Analyst	Economic Assistance	Vacant
1.00	Senior Eligibility Specialist	Economic Assistance	Vacant
0.50	Senior Office Assistant	Family, Youth & Children	Vacant
1.00	Social Service Worker III	Family, Youth & Children	Vacant
13.00	Total		

Prior Board Actions:

3.13.18 – Accepted an \$3,258,473.41 in Emergency Additional Assistance grant funding from the California Employment Development Department to assist Dislocated Workers affected by the October wildfires

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

New grants and new positions will address the needs of the local community for support, protection and employment.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$4,167	\$1,849,586	\$1,485,955
Additional Appropriation Requested	8,651,757		
Total Expenditures	\$8,655,924	\$1,849,586	\$1,485,955
Funding Sources			
General Fund/WA GF			
State/Federal	\$3,108,041	\$1,849,506	\$1,485,955
Fees/Other	5,546,779	\$0	0
Use of Fund Balance	\$1,104	\$0	0
Contingencies			
Total Sources	\$8,655,924	\$1,849,506	\$1,485,955

Narrative Explanation of Fiscal Impacts:

Please see Attachment 3 - recap of changes for FY 17/18 budget adjustments. The adjustments for FY17-18 include IHSS adjustments of \$8.3 million, which are not reflected in future fiscal year projections. Future IHSS budget impacts will be handled in the respective fiscal year budgets as the State releases updated information. The Home and Community Based Alternatives waiver revenue will vary as it is based on reimbursement for the number of clients.

The future year changes reflected here represent the changes in position allocations only.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Account Clerk II	31.47	1.0	
Administrative Aide	25.49	1.0	
Administrative Services Officer I	38.10		1.0
Employment & Training Counselor II	28.12	3.0	
Program Development Manager	40.50	1.0	
Social Service Supervisor II	35.17	1.0	
Social Service Worker IV	31.47	5.0	

Narrative Explanation of Staffing Impacts (If Required):

Of the 12.0 FTEs requested, the 1.0 Administrative Aide in the Planning, Research, Evaluation & Engagement is already funded through the end of this FY 2017-18 as a time-limited position ending on June 30, 2018. This is why the budget appropriation and FTE allocation for the aforesaid position are requested to begin on July 1, 2019, at which time the Department reaches the fully requested total here of 12.0 FTEs.

Attachments:

- Att 1 - Budget Resolution – HSD
- Att 2 - Budget Resolution - IHSS
- Att 3 - Budget Recap Page
- Att 4 - Position Resolution

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

None



County of Sonoma

State of California

Date: April 17, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, authorizing budgetary adjustments to the FY 17-18 budget in the amount of \$8,527,317 for the Human Services Department to reflect the increased Maintenance of Effort (MOE) on IHSS Administrative Costs effective 04/17/2018.

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

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

Now, Therefore, Be It Resolved that the County Auditor-Controller is hereby authorized and directed to adjust the Human Services Department’s Fiscal Year 2017-18 Adopted Budget - Special Revenue Funds for the attached increases /decreases (Attachment 3 – Recap Page.)

Supervisors:

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

So Ordered.



County of Sonoma

State of California

Date: April 17, 2018

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, authorizing budgetary adjustments to the FY 17-18 budget in the amount of \$124,440 for the In-Home Supportive Services Department to reflect the increased Maintenance of Effort (MOE) on IHSS Administrative Costs effective 04/17/2018.

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

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

Now, Therefore, Be It Resolved that the County Auditor-Controller is hereby authorized and directed to adjust the Human Services Department’s Fiscal Year 2017-18 Adopted Budget for the attached increases/decreases (Attachment 3 – Recap page).

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

	Gross Expenditures	Revenue & Reimbursement	Net Cost
Human Services Department			
Human Services - Special Revenue Funds			
In June 2017 California enacted new legislation eliminating the 2011 IHSS MOE funding model. It established a new level County Maintenance of Effort (MOE) for IHSS provider wages and benefits. At the same time, the state added County participation MOE's for County Administrative, Public Authority and IHSS system support CMIPs. The direct increases in expenses this fiscal year to the County are \$2.9 million. The remaining \$5.4 million in expense represent revenue transfers.			
The legislation also capped the state's participation in County IHSS and Public Authority administrative expenses, decreasing direct County revenue by \$2.5 million.	8,189,285	8,189,285	0
The legislation changed 1991 Realignment funds to assist with covering the new MOEs and loss of revenue. The state moved funds from other Health and Human Services areas, accelerated growth payouts, and increased the growth forecast of 1991 Realignment. The increase in Realignment is estimated to be \$5.4 million.			
The Human Services Department has received new funding to develop three new separate programs within the Adult and Aging Services Division; the Homeless Disability Advocacy Program (HDAP), the Home and Community Based Alternatives (HCBA) program, and the CalOES program. To assist in implementation of the above programs, the Human Services Department requires 3.0 FTE new Social Service Worker IV positions, 2.0 FTE time-limited Social Services Worker IV positions, 1.0 FTE Social Service Supervisor II, and 1.0 FTE Account Clerk II position all funded through the above programs.	277,682	280,745	(3,063)
The Economic Assistance Division wishes to delete a vacant 1.0 FTE Administrative Services Officer I position and add 1.0 FTE Program Development Manager. There is no budget impact the difference in costs will be absorbed within existing appropriations.	0	0	0
The Employment and Training Division is requesting 3.0 FTE time-limited Employment & Training Counselors with funding coming from Emergency Assistance Grant.	60,350	60,350	0
Sub Total Human Services Adjustments	8,527,317	8,530,380	(3,063)
Public Authority			
Public Authority - Special Revenue Fund			
In June 2017 California enacted new legislation eliminating the 2011 IHSS MOE funding model. The state added County participation MOE's for Public Authority, an increase of \$124 thousand.			
The legislation also capped the state's participation in Public Authority administrative expenses, decreasing direct revenue by \$70 thousand. HSD will cover the increased expenses and loss of revenue, for a total of \$194 thousand, by transferring a combination of General Fund and Realignment revenue.	124,440	124,440	0
GRAND TOTAL ADJUSTMENTS	8,651,757	8,654,820	(3,063)



County of Sonoma

State of California

Date: April 17, 2018

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Amending The Human Services Department Position Allocations List To Reflect The Addition Of 4.0 Full-Time Equivalent Social Service Worker IV – Time-Limited, the Extension of 1.0 Full-time Equivalent Social Service Worker IV – Time-Limited, 1.0 Full-Time Equivalent Social Service Supervisor II – Time Limited, 1.0 Full Time Equivalent Account Clerk II – Time Limited, 1.0 Full-Time Equivalent Program Development Manager, And 3.0 Full-Time Equivalent Employment And Training Counselor II - Time-Limited Allocation; The Extension Of 1.0 Full-Time Equivalent Administrative Aide - Time-Limited Allocation; And The Deletion Of 1.0 Full-Time Equivalent Administrative Services Officer I Allocation, Effective April 17, 2018; and Authorizing the Human Services Department, in coordination with and oversight by the Human Resources Department, to administer layoff proceedings and to mitigate layoffs to the extent possible in accordance with Civil Service Rule 11: Layoffs.

Whereas, the Department has received a grant to develop the California Homeless Disability Advocacy Program, a Housing First program that targets disabled individuals and veterans to assist them in finding and sustaining housing; and

Whereas, the Department has been awarded a contract with the California Department of Healthcare Services to provide case management services in the Home and Community Based Alternatives waiver program; and

Whereas, the Department has received a VOCA KE CalOES grant to create a Senior Transitional Housing Program; and

Whereas, the Department has made program changes to shift responsibility for the General Assistance Program and to address span of control; and

Whereas, First 5 of Sonoma County has extended grant funding for the Road to the Early Achievement and Development of Youth (READY); and

Whereas, the Sonoma County Workforce Investment Board (WIB) applied for and has been awarded an Emergency Dislocated Worker Additional Assistance Grant from the California Employment Development Department to 1) assist dislocated workers affected by the October

Resolution #

Date:

Page 2

wildfires to provide quick, business-focused assistance in response to layoffs and/or businesses closing, including layoff prevention; and 2) provide re-employment assistance for workers who have lost their jobs because their employers' businesses have been destroyed and/or otherwise impacted by the fires;

Now, Therefore, Be It Resolved by the Board of Supervisors of the County of Sonoma that the Human Services Departmental Position Allocation List be amended as follows:

Human Services Department

Budget Index	Job Class	Job Class	Existing Positions In Class	Change in Position Allocation	New Total Allocation for Class	Duration/ End Date	Salary Range
24030152	3004	Social Service Worker IV	27.00	1.00	28.00	6/30/20	3147
24030130	3037	Employment & Training Counselor II	18.00	3.00	21.00	6/30/19	2812
24030154	3004	Social Service Worker IV	4.00	3.00	7.00	4/16/23	3147
24030154	3011	Social Service Supervisor II	1.00	1.00	2.00	4/16/23	3517
24030120	0402	Account Clerk II	8.00	1.00	9.00	4/16/23	1995
24030120	3084	Program Development Manager	1.00	1.00	2.00	On-Going	4050
24030152	3004	Social Service Worker IV	27.00	1.00	29.00	9/30/19	3147
24030104	0810	Administrative Aide	1.00	0.00	1.00	6/30/19	2549
24030120	0827	Administrative Services Officer I	1.00	-1.00	0.00	On-Going	3810

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



"Empower, Support, Protect"

Human Services Department

COUNTY OF SONOMA

New Funding and Programs
Requested Position Changes
Linkages to Senior Housing
Authorization to Implement Layoff Proceedings

Karen Fies, Director

Eric Glentzer, Section Manager

April 17, 2018

New Funding and Programs

1) California Housing & Disability Advocacy Program (HDAP)

(January 2018 to June 2020)

- \$1,108,218
- General Assistance applicants
- Adults with disabilities and veterans
- Outreach
- Case Management
- Advocacy
- Housing Assistance



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COUNTY OF SONOMA

New Funding and Programs

2) Home & Community-Based Alternatives (HCBA) Waiver Program

(July 2018 – December 2021)

- \$3,115,807 over 5 years
- Case management: social work and nursing
- Home Health care
- Medically fragile adults



New Funding and Programs

3) California Office of Emergency Services (CalOES) Victims of Crime Act (VOCA) Grant *(October 2017 to September 2019)*

- \$595,000
- 50 victims of elder abuse
- Risk of homelessness
- Emergency housing



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Human Services Department
COUNTY OF SONOMA

New Funding and Programs

4) State Emergency Dislocated Worker Additional Assistance Grant

(March 2018 – June 2019)

- \$3,258,473
- Business-focused assistance to layoffs and/or businesses closing, includes layoff prevention;
- Career services: 700 unemployment claimants
- Reemployment assistance: 200 Dislocated Workers



Requested Position Changes

FY 2017/2018

Requested Action	FTE	Position	Effective Date
ADD	1.0 FTE	Social Service Worker IV Time Limited (Adult & Aging – HDAP Grant)	4/17/18-6/30/20
ADD	3.0 FTE	Employment & Training Counselor II Time Limited (Employment & Training -EDD grant)	4/17/18-6/30/19
ADD	3.0 FTE	Social Service Worker IV Time Limited (Adult & Aging – HCBA waiver program)	4/17/18-4/16/23
ADD	1.0 FTE	Social Services Supervisor II Time Limited (Adult & Aging – HCBA waiver program)	4/17/18-4/16/23
ADD	1.0 FTE	Account Clerk II Time Limited (Adult & Aging – HCBA waiver program)	4/17/18-4/16/23
ADD	1.0 FTE	Program Development Manager (Economic Assistance)	4/17/18
EXTEND	1.0 FTE	Social Service Worker IV Time Limited (Adult & Aging – CalOES)	7/1/18–9/30/19
EXTEND	1.0 FTE	Administrative Aide Time Limited (Planning, Research, Evaluation, & Engagement – READY Program)	7/1/18-6/30/19
DELETE	1.0 FTE	Administrative Services Officer I (Economic Assistance)	4/17/18

Linkages to Senior Housing Program

- Program pilot through June 2018
- Goal of 100 low income seniors
- At-risk of losing housing, or who have recently become homeless
- Short term case management services
- Contracted services for housing and money management



Linkages to Senior Housing Program

Demographics

(Services delivered from February 2017 to January 31, 2018)

As of April 2018:

- 79 Total Clients
- 91% are renters and 9% are mobile home owners
- Intensive case management needs
- Successful combination of social work assessment, care planning, advocacy, money management services, housing assistance
- There are currently 105 seniors on the waitlist for this program



Human Services Department
COUNTY OF SONOMA

Budget Hearings

FY 2018/2019

- HSD budget includes 13 positions *proposed* for elimination
- Finalized after BOS approval of HSD FY 2018-2019 budget
- Request approval to fulfill Civil Service requirements
- HSD commitment to employees

Proposed positions for elimination FY 2018/2019

FTE	Position Title	Vacancy
2.00	Account Clerk II	Vacant
3.00	Children's Residential Care Counselor I/II	1 Filled 2 Vacant
2.00	Cook	Filled
1.00	Eligibility Specialist I/II	Vacant
1.00	Eligibility Specialist Supervisor	Vacant
0.50	Office Support Supervisor	Vacant
1.00	Program Planning & Evaluation Analyst	Vacant
1.00	Senior Eligibility Specialist	Vacant
0.50	Senior Office Assistant	Vacant
1.00	Social Service Worker III	Vacant
13.00	Total	



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Human Services Department
COUNTY OF SONOMA

Authorization to Implement Layoff Proceedings

- Develop timeline
- Create and audit Seniority Lists
- Engage employee organizations in the Meet and Confer process
- Meet requirement to provide 21 days notice

Questions?



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Human Services Department
COUNTY OF SONOMA



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 32
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

Susan Marron, 707-524-2639
Katie Greaves, 707-565-8501

Supervisorial District(s):

All

Title: Public Hearing for Child Care Planning Council of Sonoma County Individualized Child Care Subsidy Plan

Recommended Actions:

Conduct a public hearing and approve Sonoma County Individualized Child Care Subsidy Plan, which will allow use of California's child care subsidy funds for the benefit of working families who cannot afford fee-based child care but earn too much to qualify for subsidized services.

Executive Summary:

The mission of the Child Care Planning Council (CCPC) of Sonoma County is to convene and inspire the community through collaboration, leadership, and advocacy to promote and plan for quality child care and development services for the benefit of all children (primarily birth to 12), their families, and Sonoma County.

The primary activities of the CCPC are to conduct a local child care needs assessment, develop a countywide child care plan, establish local funding priorities for child care, and to enhance collaboration and partnerships in the child care community. In accordance with AB 2141, the Board of Supervisors and the County Superintendent of Schools are required to jointly appoint members to the local child care planning council.

The Individualized Pilot Child Care Subsidy Plan will provide local control and flexibility in using California's child care subsidy funds. The current system underserves children whose working parents cannot afford fee-based child care, yet earn too much to qualify for the subsidy under the current income threshold. The current system also undercompensates child care providers. Under the new law, Sonoma County will be able to expand access by increasing the income eligibility and exit threshold for subsidized child care, offer higher reimbursement rates to participating subsidized child care providers and to fully use allocated subsidies.

The Board of Supervisors is requested to approve the Sonoma County Individualized Child Care Subsidy Plan and to hold at least one public hearing to comply with Assembly Bill 435 requirements.

Discussion:

The Child Care Planning Council was originally established in 1992 to meet the requirements mandated by the passage of Assembly Bill (AB) 2141 to identify local priorities for child care and state preschool expansion funds. The passage of AB 1542 in 1998 connected CalWORKs, and the Sonoma County Human Services Department, to the Child Care Planning Council. On September 29, 1998, the County Superintendent of Schools and the Board of Supervisors designated the Child Care Planning Council of Sonoma County as a county commission. The Child Care Planning Council is staffed by the Sonoma County Office of Education.

Assembly Bill 435 authorizes an individualized child care subsidy plan (the Pilot Plan) for the County of Sonoma to ensure that funding for child care subsidies addresses local needs and priorities. The Pilot Plan tackles three main concerns:

- Sonoma County contractors typically underutilize state funding.
- Contractors are unable to fill existing child care slots.
- Reimbursement rates for direct service providers are well below market rates in the County.

The Pilot Plan has two main goals. First, the pilot will better meet the early education and child care needs of families in Sonoma County through policies that support low-income families and promote stable care. Second, the pilot will expand subsidized care by implementing policies that improve reimbursement rates for contractors, promote contractor retention, and reduce unearned contract funds.

The Pilot Components include:

1. Increase income threshold for initial eligibility for subsidized care for Title 5 contractors to the exit threshold provided by the California Department of Finance (DOF).
2. Authorize 24-month eligibility for families entering subsidized care and eligible based on need other than seeking employment (12-month eligibility).
3. Restore the age eligibility for California State Preschool Program (CSPP) contracts to 2.9 years old AND to allow children to enroll immediately on or after their 3rd birthday if born after December 1st.
4. Authorize an exception to the requirement that 50% of the children enrolled at a CSPP program site be four-year-old children.
5. Incorporate additional changes to meet the needs of low-income families in Sonoma County such as authorizing 6.5 hours of services per day, five days a week, to families seeking employment or housing.
6. Establish a family fee schedule to set fees at approximately 10% of family income following any changes in the state family fee schedule and any annual updates to the income threshold.

The Child Care Planning Council approved the Plan on March 2, 2018. In accordance with AB 435, the Board of Supervisors is required to approve the Sonoma County Individualized Child Care Subsidy Plan and to hold at least one public hearing on the plan. Further, AB 435 requires the plan, should the board vote in favor of it after this hearing, to be submitted to California Department of Education's Early Education and Support Division to review the plan and, within 30 days of receiving it, to approve or disapprove it.

Prior Board Actions:

December 2017: Appoint/reappoint members of the Child Care Planning Council of Sonoma County and requested authorization for the Director of Human Services to sign the required Certification.

September 19, 2017: Appoint/move members of the Child Care Planning Council of Sonoma County.

February 7, 2017: Reappoint members of the Child Care Planning Council of Sonoma County and requested authorization for the Director of Human Services to sign the required Certification Statement regarding composition of Local Planning Council membership.

November 15, 2016: Appoint member to the Child Care Planning Council of Sonoma County

November 15, 2016: Accept Comprehensive 2016-2021 Child Care Plan

September 13, 2016: Appoint/move members of the Child Care Planning Council of Sonoma County.

January 5, 2016: Appoint/reappoint members of the Child Care Planning Council of Sonoma County and approved by-laws which established term of membership.

June 9, 2015: Approve the Child Care Planning Council of Sonoma County’s Funding Priorities by Zip Code.

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

The mission of the Child Care Planning Council of Sonoma County is to convene and inspire the community through collaboration, leadership and advocacy to promote and plan for quality child care and development for the benefit of all children (primarily birth to 12), their families and Sonoma County.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures	0	0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0

Narrative Explanation of Fiscal Impacts:

This program is managed completely by the Sonoma County Office of Education and is not part of the County’s budget. There are no fiscal impacts associated with this action to the Office of Education’s budget.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
There are no staffing impacts associated with this action.			
Attachments:			
Individualized Child Care Subsidy Plan			
Related Items “On File” with the Clerk of the Board:			
None			



Sonoma County

Individualized Child Care Subsidy Pilot

Local Child Care Policy and Evaluation Plan

March 28, 2018

Prepared by:



235 Montgomery Street, Ste. 1049
San Francisco, CA 94104

SUMMARY

Assembly Bill 435 authorizes an individualized child care subsidy plan (the Pilot Plan) for the County of Sonoma to ensure that funding for child care subsidies addresses local needs and priorities. The Pilot Plan tackles three main concerns:

- Sonoma County contractors typically underutilize state funding.
- Contractors are unable to fill existing child care slots.
- Reimbursement rates for direct service providers are well below market rates in the County.

The Pilot Plan has two main goals. First, the pilot will better meet the early education and child care needs of families in Sonoma County through policies that support low-income families and promote stable care. Second, the pilot will expand subsidized care by implementing policies that improve reimbursement rates for contractors, promote contractor retention, and reduce unearned contract funds. A summary of components is included below.

Pilot Components



1. Increase income threshold for initial eligibility for subsidized care to the exit threshold provided by the California Department of Finance (DOF).



2. Authorize 24-month eligibility for families entering subsidized care and eligible based on need other than seeking employment (12-month eligibility).



3. Restore the age eligibility for CSPP contracts to 2.9 years old as of September 1st of the fiscal year AND to allow children to enroll immediately on or after their 3rd birthday if born after December 1st.



4. Authorize an exception to the requirement that 50% of the children enrolled at a CSPP program site be four-year-old children.



5. Incorporate additional changes to meet the needs of low-income families in Sonoma County such as authorizing 6.5 hours of services per day, five days a week, to families seeking employment or housing.



6. Establish a family fee schedule to set fees at approximately 10% of family income following any changes in the state family fee schedule and any annual updates to the income threshold.

Sonoma County plans to apply for a plan modification in year two (FY19/20) to request increased pilot rates and an associated redistribution of unearned funds once the impact of the state and pilot policy changes and the 2017 wildfires can be accurately assessed. At that time, Sonoma County's LPC will provide Early Education and Support Division (EESD) at the California Department of Education with recommended contract terms for participating pilot contractors including maximum reimbursable amounts, child days of enrollment, and the pilot reimbursement rate.

LOCAL CHILD CARE SUBSIDY PLAN GOALS AND COMPONENTS

Subsidies for quality early education and child care services are important supports for low-income families, helping parents gain and maintain stable employment and promoting healthy development and school readiness for children. This Pilot Plan seeks to address two major breakdowns in the child care subsidy system as currently exists in Sonoma County. First, families earning barely enough to meet the high costs of housing in the County are too high income to qualify for child care subsidies under existing regulations and those that do qualify for subsidies can easily lose subsidies with small increases in their income. Second, difficulties in finding, certifying and recertifying children as eligible for subsidies, combined with very low reimbursement rates, make it difficult for providers to utilize their full allocation of state and federal child care and child development funds. Thus, fewer children are subsidized through these providers, and funding goes unused in the County.

Recognizing these challenges, Pilot Plan components will address two goals:

1. To better meet the early education and child care needs of families in Sonoma County through policies that support low-income families and promote stable child care.
2. To expand subsidized care by implementing policies for child care contractors that increase earned child days of enrollment, reduce contractor administrative burden, reduce unearned funds, and promote contractor retention.

These policies are incorporated in six components where the local approach will differ from statewide regulations. For each component, we provide a conceptual overview, note whether the component is consistent with pilots in other counties, note relevant California Education and Welfare Code citations, and provide additional notes for background or clarification. Sonoma County is including CalWORKs Stage 2, CalWORKs Stage 3, and the Alternative Payment program in the Pilot. Pursuant to Section 8350 in Article 15.5 of the California Education Code, nothing in this Pilot Plan should be construed as reducing any benefits afforded to Stage 2 or 3 programs that provide a greater benefit to participating families than is provided for in local policy.



1. Increase income threshold for initial eligibility for subsidized care to the exit threshold provided by the California Department of Finance (DOF).

Families will be eligible for subsidized care if their income does not exceed the state exit threshold, or 85% of the state median income (SMI) as provided by the California DOF. The same pilot income threshold will apply for both entry (initial enrollment) and exit eligibility.

Matched to Other Pilots	Relevant State Regulations	Notes
<input checked="" type="checkbox"/> Alameda <input checked="" type="checkbox"/> San Francisco <input checked="" type="checkbox"/> San Mateo <input checked="" type="checkbox"/> Santa Clara	<p>Education Code (EC) Section 8263.1 (a) states that a family’s adjusted monthly income must be at or below 70% of the SMI.</p> <p>The entry income threshold for the pilot deviates from the entry income threshold established in the EC.</p>	<p>As needed, the County will seek modification of this threshold to ensure that the pilot income eligibility is the maximum allowable under federal guidelines. The increase in the income threshold for initial eligibility would apply to CAPP, CalWORKs Stages 2 and 3, CCTR, CFCC, and CSPP programs.</p>



2. Authorize 24-month eligibility for families entering subsidized care and eligible on the basis of need other than job search.

The Pilot Plan will establish 24-month redetermination periods for families who meet the income threshold for subsidized care and meet the need criteria for eligibility by contract type. Families with seeking employment as the only need will have 12 months’ eligibility within a 24-month period.

Matched to Other Pilots	Relevant State Regulations	Notes
<input checked="" type="checkbox"/> Alameda ¹ <input checked="" type="checkbox"/> San Francisco <input checked="" type="checkbox"/> San Mateo <input checked="" type="checkbox"/> Santa Clara	<p>Eligibility redetermination would be consistent with EESD Management Bulletin 17-14 and existing pilot county contractor handbooks. Eligibility may be based on the previous month’s income² and no more than 12 months preceding initial certification consistent with Title V 18096, with eligibility income calculated pursuant to Title V 18078(q).</p>	<p>The 24-month eligibility would apply to all ages of children in CAPP, CalWORKs Stages 2 and 3, CCTR, and CFCC programs, and to children in CSPP who meet the state age requirements.</p>

¹ Alameda has a variant of 24-month eligibility. Sonoma County’s version is consistent with San Francisco, San Mateo, and Santa Clara.

² In the case of unpredictable income, eligibility would be based on average income from at least three consecutive months no more than 12 months preceding initial certification.



3. Restore the age eligibility for CSPP contracts to 2.9 years old as of September 1st of the fiscal year and allow children to enroll immediately on or after their third birthday if born after December 1st.

Serving children aged 2.9 to age 5 in CSPP will allow children to receive two years of state preschool before moving into TK. It will also allow contractors to fill CSPP classrooms at the beginning of the school year.

Matched to Other Pilots	Relevant State Regulations	Notes
<input checked="" type="checkbox"/> Alameda ³ <input checked="" type="checkbox"/> San Francisco* <input checked="" type="checkbox"/> San Mateo* <input checked="" type="checkbox"/> Santa Clara*	This would adjust the definition of “three-year-old children” in EC Section 8208 to include children who will have their third birthday on or before December 1 in the fiscal year and children who turn three after December 1 to enroll on their third birthday in the fiscal year, providing up to 9 months of early education experiences to children.	Serving children who turn three after December 1st will allow programs (especially LEA’s) to fill vacancies left from children whose families migrate due to agriculture or other needs. This change will help Sonoma County contractors fill mid-year vacancies in CSPP programs.



4. Authorize an exception to the requirement that 50% of the children enrolled at a CSPP program site be four-year-old children.

This new component will allow Sonoma County CSPP contractors to enroll more children in the 2.9 to 3.9 age range.

Matched to Other Pilots	Relevant State Regulations	Notes
<input type="checkbox"/> Alameda <input type="checkbox"/> San Francisco <input type="checkbox"/> San Mateo <input type="checkbox"/> Santa Clara	This component adjusts the general admissions procedures in EC Section 8236 to allow contractors to have less than 50% of enrolled children be four years of age. This component would NOT adjust EC Section 8235 , which grants first priority to eligible four-year-old children who are not enrolled in a state-funded TK program.	This component has been authorized through AB 108.

³ San Mateo, San Francisco, Alameda, and Santa Clara currently have the 2.9 eligibility provision. Enrollment on the third birthday after December 1 is new to Monterey and Sonoma County Pilot Plans.



5. Authorize families for 6.5 hours of services per day AND no more than 32.5 hours per week if their only need is seeking housing or seeking employment.

This additional component will assist in meeting the needs of families in the County and help contractors maximize enrollment.

Matched to Other Pilots	Relevant State Regulations	Notes
<input checked="" type="checkbox"/> Alameda <input checked="" type="checkbox"/> San Francisco <input checked="" type="checkbox"/> San Mateo <input checked="" type="checkbox"/> Santa Clara	Services of families seeking employment are outlined in EC Section 8263 . The plan would include 6.5 hours of services for families seeking housing or employment.	This component authorizes 6.5 hours of services per day for five days a week, with no more than 32.5 hours per week. This component applies to CAPP, CalWORKs Stages 2 and 3, CCTR, CFCC, and CSPP programs.



6. Establish a family fee schedule to set fees at approximately 10% of family income following any changes in the state family fee schedule and any annual updates to the income threshold.

The family fee scale will match those in the other pilots and will be updated following any changes in the state family fee schedule and when the income threshold is updated annually.

Matched to Other Pilots	Relevant State Regulations	Notes
<input checked="" type="checkbox"/> Alameda <input checked="" type="checkbox"/> San Francisco <input checked="" type="checkbox"/> San Mateo <input checked="" type="checkbox"/> Santa Clara	The EC sections 8273 and 8447(f) require the State Superintendent of Public Instruction to establish a family fee schedule for families receiving child care services, subject to the approval of the schedule by California DOF.	This component applies to CAPP, CalWORKs Stages 2 and 3, CCTR, CFCC, and CSPP programs. It will not take effect until and unless a modification to the income threshold under component 1 results in a pilot income range that exceeds the state eligibility threshold.

The following is the list of contractors who have formally agreed to participate in the pilot:

1. Associated Students – CSU Sonoma
2. Bellevue Union Elementary School District
3. Community Child Care Council of Sonoma County
4. Extended Child Care Coalition of Sonoma County
5. Healdsburg Unified School District
6. Old Adobe Union School District
7. River to Coast Children’s Services
8. Roseland School District
9. Santa Rosa Elementary School District
10. Sonoma County Human Services Department *
11. Sonoma County Junior College District
12. Sonoma Valley Unified School District
13. STARS Preschool
14. The Children and Family Circle
15. Waugh Elementary School District
16. West Santa Rosa Local Action Council Agency Inc.
17. YWCA of Sonoma County

* Pending signature from the Department of Human Services

LOCAL ECONOMIC AND CHILD CARE MARKET CONDITIONS

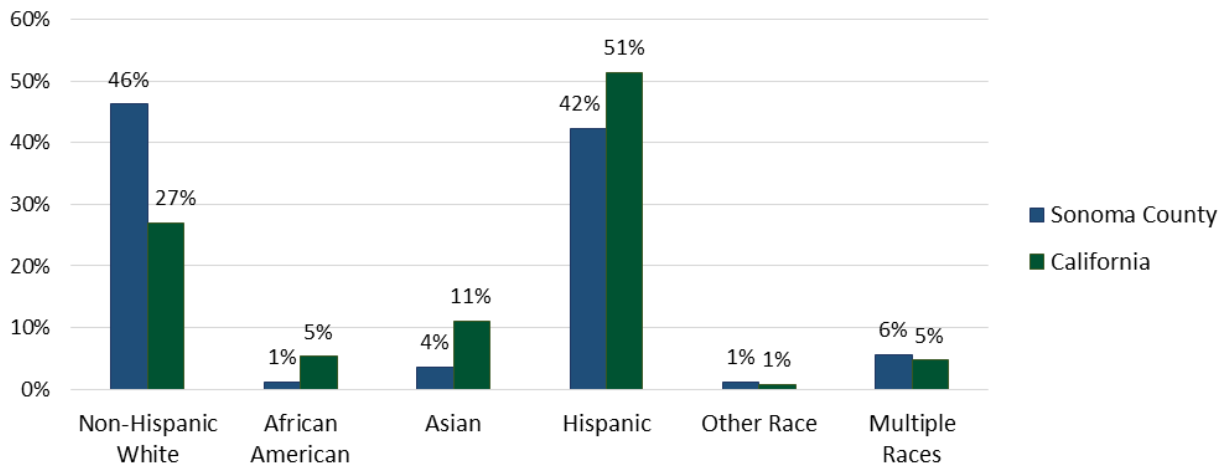
In developing this plan, Sonoma County stakeholders assessed the local child care market, economic conditions for working families, and the needs for and costs of child care. This review included consideration of:

- Level of need for various types of subsidized child care services
- General demographics
- Income eligibility levels for subsidized child care and family fees
- Trends in the County's unemployment and housing affordability index
- County's self-sufficiency income level
- Cost of providing child care
- Standard reimbursement rates and regional market rates
- Current supply of available subsidized child care

Sonoma County faced unique challenges with child days of enrollment this year, with many families temporarily displaced due to wildfires. The resulting housing shortage has caused rent spikes, increasing barriers for families to return to the County. Pilot components will allow contractors to fill child care seats that would otherwise be left empty due to fewer eligible families in the County by increasing the entry income threshold (85% of the state median income) and lowering the age requirements for CSPP enrollment.

Figure 1: Race/Ethnicity of Sonoma County Children, 2016

Most children in Sonoma County are Non-Hispanic White or Hispanic. Sonoma County has a larger share of Non-Hispanic White children than the state overall.

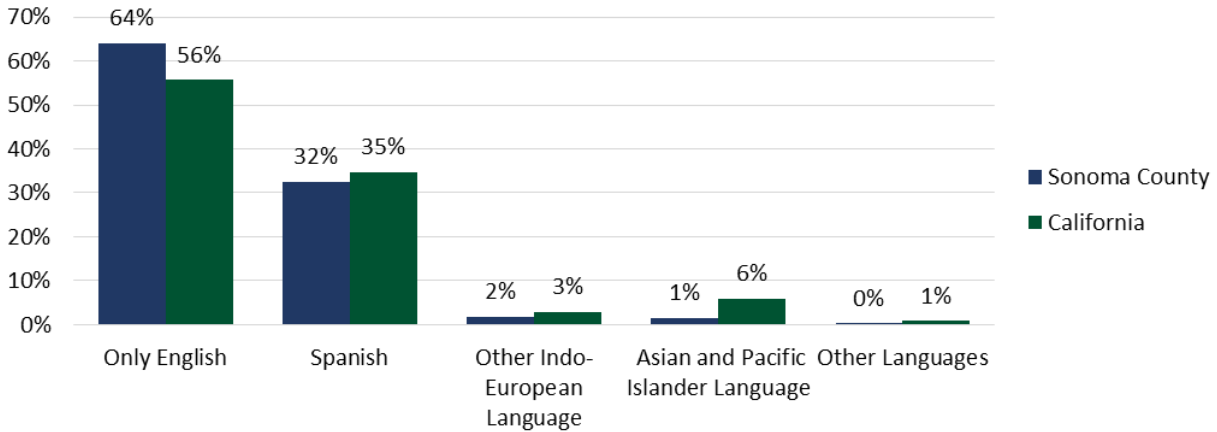


Source: Kidsdata.org from California Dept. of Finance, Race/Ethnic Population with Age and Sex Detail, 1990-1999, 2000-2010, 2010-2016; Current Population Estimates, Vintage 2015 (Jun. 2016)

The County has a relatively small population of African American and Asian children, but a slightly higher share of children of multiple races than the state.

Figure 2: Language Spoken at Home of Sonoma County Children, 2016

Over a third of children in Sonoma County speak a language other than English, with the percentage speaking Spanish at 32%. Sonoma County has a slightly larger percentage of English Language Learners in public schools than the state, at 23% compared with 22.7%.⁴



Source: 2016 American Community Survey Data (Table B16007)

For Hispanics/Latinos over 5 years of age (including adults), 38% speak English less than “very well.”⁵

⁴ English Learners in Public Schools (2014), <http://www.kidsdata.org>

⁵ Source: 2016 American Community Survey 1-Year Estimates (Table B16005I)

Table 1: Sonoma County Children with Working Parents, 2016 Estimates

Sonoma County is home to more than 95,000 children, including nearly 67,000 (70%) with all parents employed.

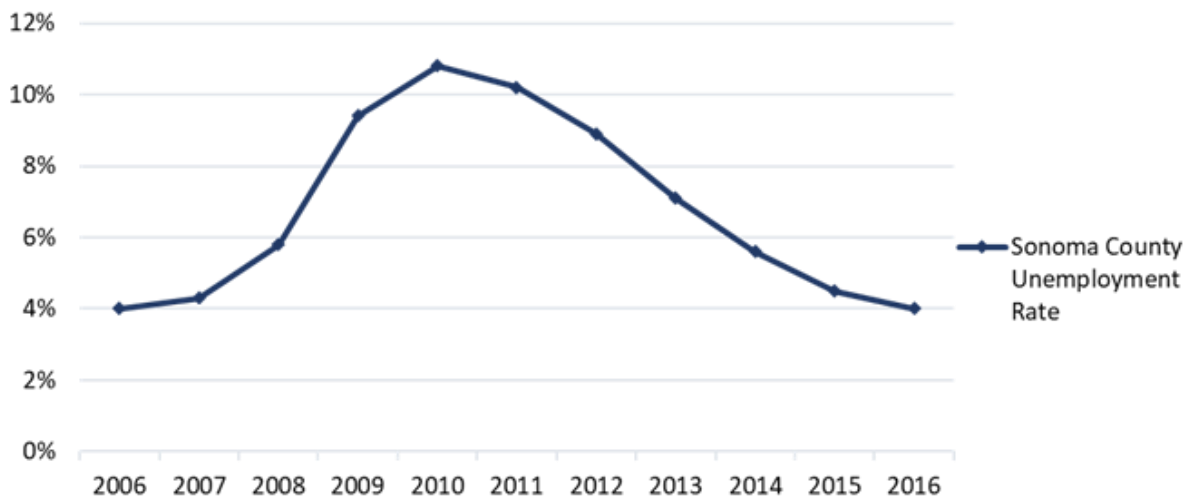
Age Category	Number of Children in Sonoma County	Number with All Resident Parents in Workforce	Share with All Parents Working ⁶
Under 6 years	31,742	22,640	71%
6 to 17 years	63,450	44,270	70%
Total	95,192	66,910	70%

Source: 2016 American Community Survey 1-Year Estimates (Table C23008)

About 31,700 children in Sonoma County are under the age of 6, with a majority of children in this age group (71%) in households where all parents are working, compared to the state average at 64%.

Figure 3: Average Annual Unemployment Rate in Sonoma County, 2006-2016

The unemployment rate in Sonoma County follows the state trend. The rate was 5% in 2016.



Source: Bureau of Labor Statistics; Labor force data by County, 2006-2016 annual averages.

⁶ Includes children of working single parents and children in two-parent families where both parents work

Table 2: Income Distribution of Sonoma County Families with Children Under 18, 2016

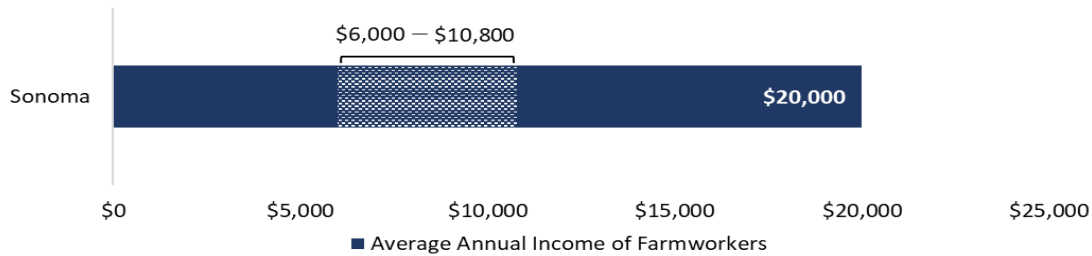
About 37% of families with children under 18 in Sonoma County qualify for subsidized childcare. Among households with a householder who identifies as White alone, 39% qualify for subsidized childcare. However, among households with a householder who is Hispanic/Latino, the share of families who qualify is 46%.

Income Category	Households in Sonoma County
Up to \$20,000	8%
\$20,000 to \$40,000	12%
\$40,000 to \$60,000	18%
\$60,000 to \$100,000	24%
\$100,000 to \$150,000	19%
\$150,000 to \$200,000	11%

Source: 2016 American Community Survey 1-Year Estimates (Table B19131)

Figure 4: Average Annual Income of Farmworkers in Sonoma County, 2014

Sonoma County is home to many agricultural workers, with the vast majority of Hispanic/Latino origin. By a 2014 survey, an estimated 43% of farmworkers have partners and children. The average Sonoma County farmworker family earned \$20,000 annually, with families estimated to spend between 30 and 54% (\$6,000 to \$10,080) of annual income on housing.



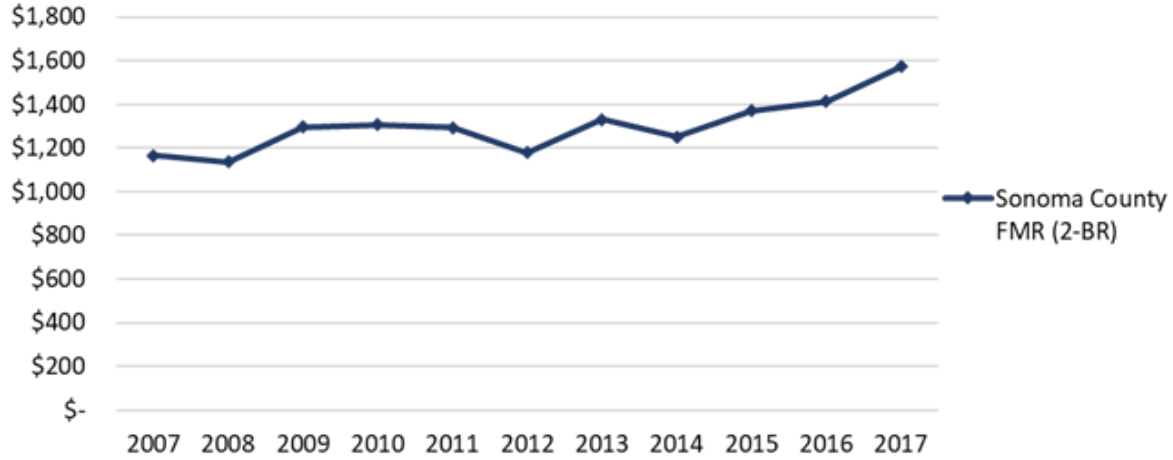
Source: Sonoma County Farmworker Health Survey (2015) <http://www.sonoma-county.org/health/publications/pdf/farmworker-health-survey.pdf>

Though most of Sonoma County’s farmworkers are permanent residents, about 12% are migrant workers. These individuals may have fluctuating employment and income due to seasonal changes in job outlook.⁷

⁷ Sonoma County Farmworker Health Survey (2015) <http://www.sonoma-county.org/health/publications/pdf/farmworker-health-survey.pdf>

Figure 5: Fair Market Rents (FMR) for 2-Bedroom Apartments, 2007-2017

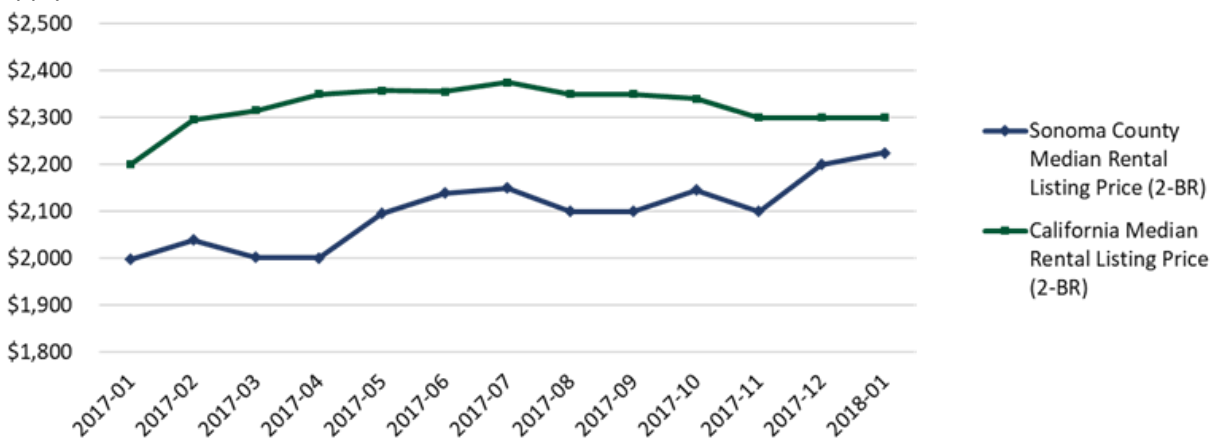
The FMR in Sonoma County has been rising steadily since 2014. In 2017, Sonoma County’s FMR for a 2 bedroom unit was \$1,572 monthly, or \$18,864 annually.



Source: Fair Market Rents (FMRs), huduser.gov

Figure 6: Median Rental Listing Price for 2 Bedroom Apartments in Sonoma County, 2017

Rents are poised to increase at a rate exceeding increases in income given the diminished housing supply.



Source: Rental Values from Zillow. <https://www.zillow.com/research/data/>

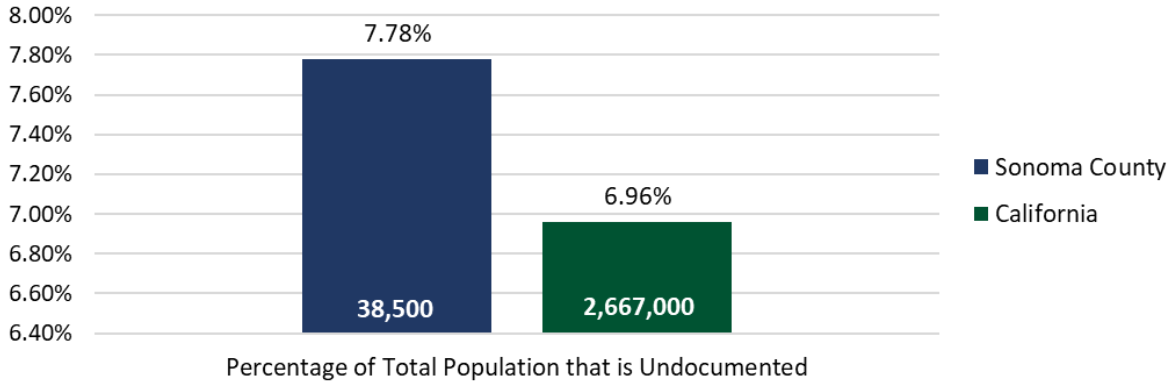
Santa Rosa, the largest city in Sonoma County, lost nearly 5% of its housing stock in the recent wildfires of October 2017.⁸ Families are facing difficulties moving back into neighborhoods affected by the fires, as demand has stretched far past new construction in the region.⁹

⁸ <http://www.latimes.com/local/lanow/la-me-santa-rosa-future-20171024-story.html>

⁹ <http://www.latimes.com/politics/la-me-santa-rosa-fires-housing-shortage-20171019-story.html>

Figure 7: Undocumented Individuals as a Share of the Total Population, 2013

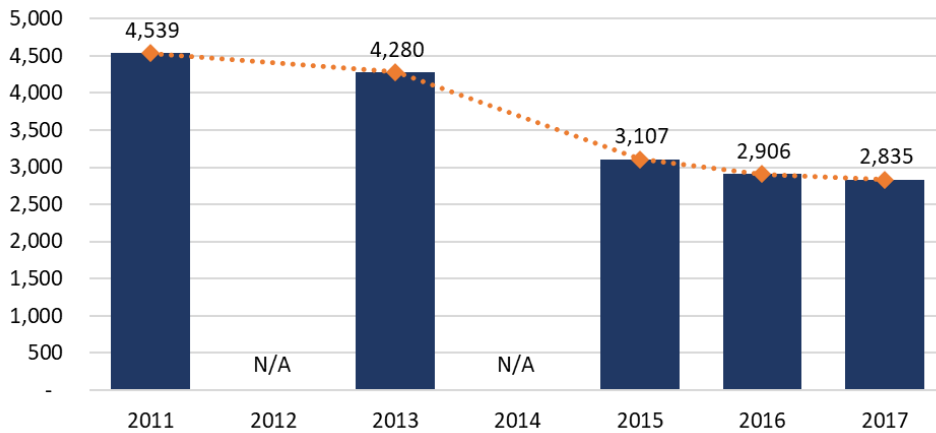
An estimated 38,500 undocumented individuals live in Sonoma County (8% of the total population). These families face increased barriers to returning to the County, as undocumented immigrants do not qualify for assistance from the Federal Emergency Management Agency (FEMA).¹⁰



Undocumented individuals who have lost jobs in the farming industry due to the wildfires are also unable to access safety net resources such as unemployment benefits.

Figure 8: Homeless Individuals in Sonoma County, 2011 - 2017

The total number of homeless individuals in Sonoma County has been steadily decreasing since 2011, falling to 2,835 in 2017. The point-in-time estimate has not yet been collected for 2018, but homelessness is projected to have increased due to loss of homes in the wildfires.¹¹



Source: Sonoma County 2017 Homeless Census & Survey Comprehensive Report

¹⁰ <https://ww2.kqed.org/arts/2017/11/20/for-undocumented-workers-an-uphill-journey-after-the-fires/>

¹¹ California Fires Leave Many Homeless Where Housing Was Already Scarce (2017) <https://nyti.ms/2zbvcCq>

Figure 9: FMR, “Housing Wage” Income, and the Statewide Child Care Subsidy Eligibility Cutoff for Sonoma County, 2017

The National Low Income Housing Coalition (NLIHC) uses the FMR to calculate a “housing wage,” the wage income required to pay no more than 30% of income to afford rent at the FMR. The housing wage in Sonoma County is \$5,240. Families earning the housing wage would not qualify for subsidized care at the statewide entry eligibility cutoff.

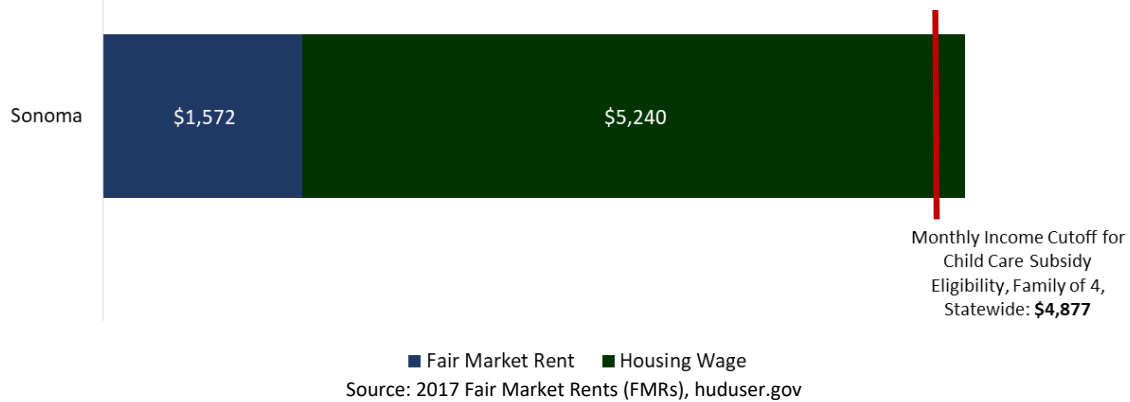


Table 3: Subsidy Cutoff Relative to Self-Sufficiency Standards

California Self-Sufficiency Standards put the monthly income to cover child care in Sonoma County at \$7,015, more than \$2,000 dollars over the subsidy eligibility cutoff for Sonoma County/the state overall.

Monthly Income for “Basic Needs” for a Family of Four with One Infant and One Preschooler	Sonoma County
Income Cutoff for Child Care Subsidy (2017)	\$4,877
NLIHC Housing Wage (2017) ¹²	\$5,240
CBP Monthly Family Budget (December 2017) ¹³	
Without Child Care	\$4,993
With Child Care	\$6,326
California Self-Sufficiency Standards (2014) ¹⁴	
Without Child Care	\$4,615
With Child Care	\$7,015

Of the 293 farmworker families surveyed in Sonoma County’s 2014 Farmworker Health Survey, 92% reported they did not earn enough to meet their family’s basic needs.¹⁵

¹² Out of Reach 2017: California from National Low Income Housing Coalition. <http://nlihc.org/oor/california#>

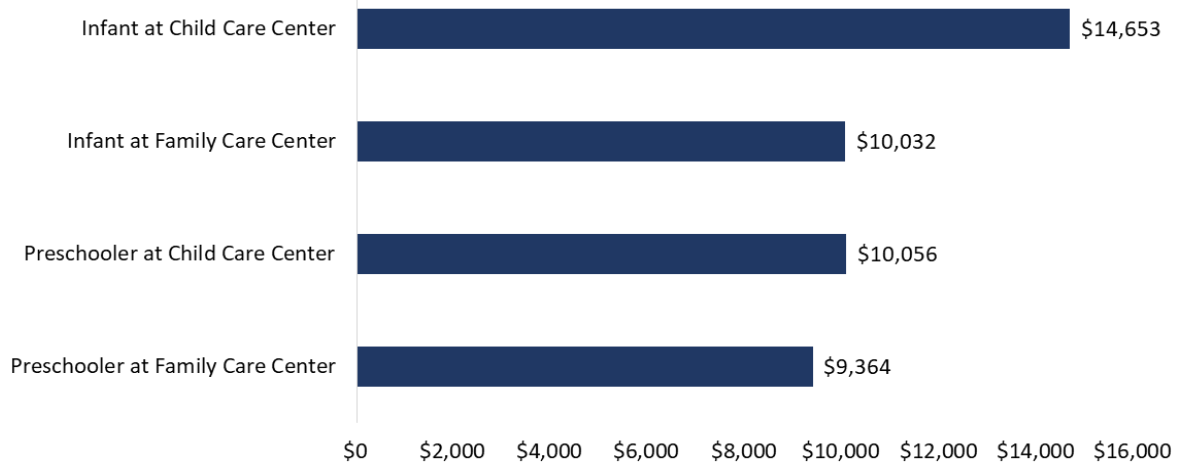
¹³ Estimated family budget (for a 4-person family, both parents working) from the California Budget Project (CBP), Making Ends Meet: How Much Does It Cost to Raise a Family in California (December 2017).

¹⁴ Insight Center for Community Economic Development: Self-Sufficiency Standard Tool for California for a 4-person family with one infant and one preschooler. <http://www.insightccd.org/tools-metrics/self-sufficiency-standard-tool-for-california/>

¹⁵ Sonoma County Farmworker Health Survey (2015) <http://www.sonoma-county.org/health/publications/pdf/farmworker-health-survey.pdf>

Figure 10: Average Annual Rate for Child Care, by Age Group, 2016

Market prices for child care in Sonoma County are higher for children at child care centers compared to children at family care centers.



Source: California Child Care Resource & Referral Network, California Child Care Portfolio (Nov. 2016); Cost data are from the Child Care Regional Market Rate Survey, 2016.

Table 4: Estimated Costs and Reimbursement Rates for Child Care Centers in Sonoma County, 2017

Reimbursement rates for direct service providers are well below market rates in Sonoma County, even though Title 5 regulations make care more expensive to provide.

Age Category	Daily RMR ceiling	Standard Reimbursement Rate (SRR)	% Maximum RMR Exceeds SRR
Full-time Infant (Age 12 months)	\$86.42	\$77.25	12%
Full-time Preschooler (Age 3 years)	\$60.24	\$45.73	32%
Full-time School Age (Age 7 years)	\$60.79	\$45.44	34%

Source: Reimbursement Ceilings for Subsidized Child Care 2017, Fiscal Year 2017-18 Child Care and Development Contract Changes

MEASURING OUTCOMES

Each year Sonoma County will prepare an annual report on the pilot project for submission to EESD. Each annual report will be submitted in November and will reflect on the previous fiscal year. The first evaluation report will be submitted by November 30st, 2019 and will cover fiscal year 2018/2019. These annual reports will track outcomes on selected measures described below. In addition, each annual report will profile the children and families served under the pilot, including the demographic characteristics of the children. The reports will also describe any major issues that arose in implementation or special challenges affecting specific contractors. Finally, they will identify any modifications in the pilot plan based on the previous year's experiences.

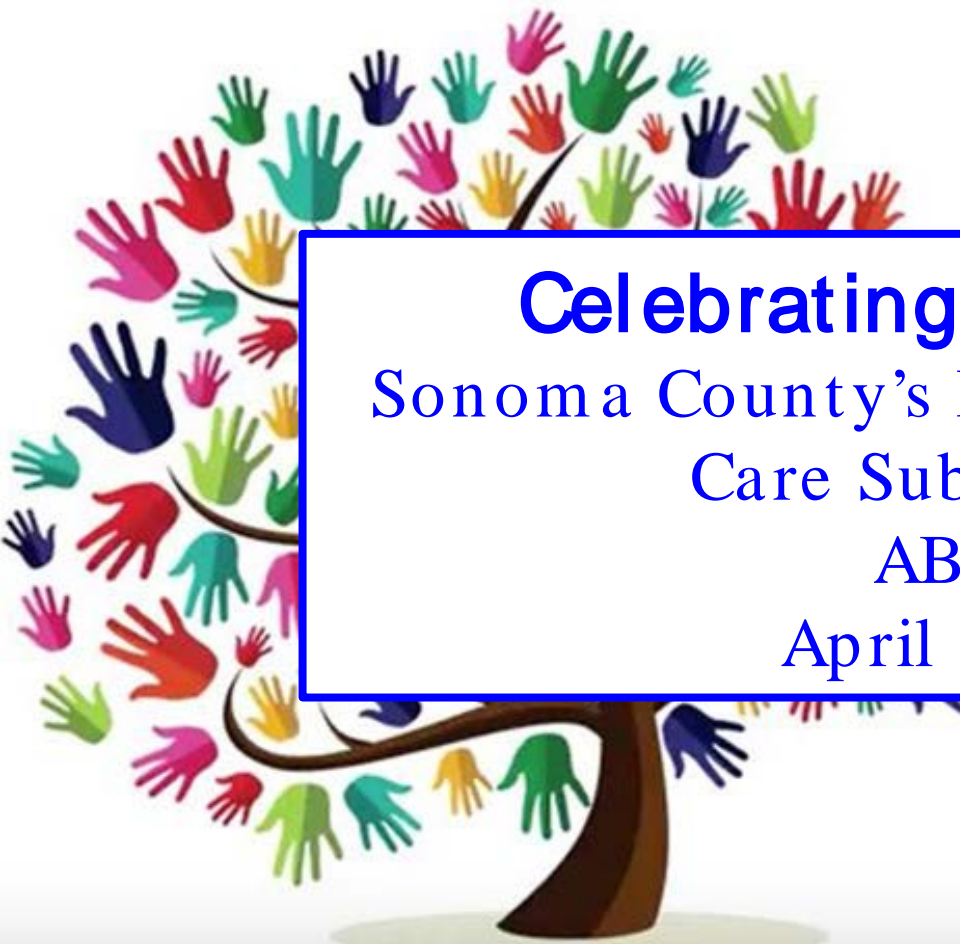
The annual report will draw on the following data sources:

- **801A Data:** A census report of children in services in April of the evaluation year. This report includes date services began, family income, family size, child's date of birth, CalWORKs receipt, and other demographic and care information.
- **Attendance and Fiscal Reports:** Contractor-submitted Attendance and Fiscal Reports (8501 and 9500 Forms) provide information on earned child days of enrollment and family fees.
- **Provider Satisfaction Surveys:** Annual online survey developed by the County to gauge contractor experiences, both positive and negative, and perceptions of the impact on families of the pilot project.
- **Additional Data from EESD:** Data provided by EESD on the number of contractors and the unearned contract funds.

The measures calculated from the data sources above are structured around the two major goals of the pilot: better meeting the needs of families and expanding the supply of subsidized care. See table below for details.

Measure	Source	Purpose	Details
Goal 1: Better meeting the needs of families			
Number and share of children in subsidized care with family income above the state entry income threshold.	April 801A	Examine the effect of a higher income threshold.	Number and share of children from families with initial income eligibility between state entry threshold and 85% of the state median income.
Time in services and year-to-year retention for children in subsidized care by contract type.	April 801A	Examine the effect of the longer recertification period.	Days since date child began receiving services and share of children observed each year that were included in prior year's data.
Goal 2: Expanding the supply of subsidized care			
Number of active direct services child care contractors in the County.	EESD	Examine effect of pilot on stability/retention of providers.	Number of child care providers offering subsidized care as of June 30 th of each fiscal year.
The aggregate adjusted child days of enrollment among pilot contractors.	4 th Qtr. Attendance and Fiscal Forms	Examine effect of pilot on child days of enrollment.	Total earned child days of enrollment in the fiscal year (with adjustment factors applied) compared to the baseline year. Legislation requires an increase from the baseline child days of enrollment. ¹⁶
Value and share of unearned direct service contract funds returned to CDE-EESD.	4 th Qtr. Attendance and Fiscal Forms	Examine effect of pilot on supply of care and utilization of contract funds.	Total contract allocations during a fiscal year that go unearned (not spent). This is the difference between total contract allocations and total dollars earned by participating contractors.

¹⁶ The baseline is a formula rather than a static number. If contract funds are reduced in a year of the pilot to 85% of the baseline contract funds, the baseline goal for that year would be calculated at 85% of the baseline child days of enrollment. This strategy is used in San Mateo, San Francisco, Alameda, and Santa Clara Counties. It was proposed by EESD staff to offset increases or decreases in funding provided to contractors.



Celebrating Our Success!

**Sonoma County's Individualized Child
Care Subsidy Pilot**

AB 435

April 17, 2018

Why a Pilot?

We wanted to explore solutions to a “one-size-fits-all” state subsidy system

We want to demonstrate the effect of local control and flexibility to meet the goals of family self-sufficiency and to help stabilize a fragile subsidized early care and education infrastructure.



Pilot Counties

- Currently four counties have Pilots:
San Mateo, San Francisco, Alameda,
and Santa Clara
- Sonoma County is now one of 9
additional counties



High cost counties find that

- The statewide family income eligibility cut-off does not reflect high costs of living.
- The statewide Standard Reimbursement Rate (SRR) does not reflect high costs of providing quality early care and education.



Key Pilot Components



1. Increase income threshold for initial eligibility for subsidized care



2. Authorize 24-month eligibility for families entering subsidized care



3. Restore the age eligibility for CSPP contracts to 2.9 years old as of September 1st and allow children to enroll immediately on or after their 3rd birthday



4. Authorize an exception to the requirement that 50% of the children enrolled at a CSPP program be 4 yrs. old



5. Authorize families for no more than 32.5 hours per week if their only need is seeking housing or seeking employment.



6. Establish a family fee schedule to set fees at approximately 10% of family income





What does this mean for children and families?

Josiah and his mom have been living in a homeless shelter for over a year and cannot find affordable housing. Because of the extension on seeking housing, Josiah can now be enrolled for up to 12 months.

A family with a preschooler and a toddler can now be enrolled because of the new income cap.

The income of a family of three slightly rose, so they no longer qualified for services. However, with the new income guidelines, the family has a fee, but still qualifies for services and the student's learning environment will not be interrupted.

What's Next?



- Following the footsteps of neighboring counties and going beyond what they've already accomplished
- Holding regular meetings with participating contractors
- Working collaboratively with the CDE
- Increasing access to quality care and education and compensation to early care and education professionals

Thank you!



Child Care Planning Council of
Sonoma County/SCOE Contacts

Susy Marrón

smarron@scoe.org

Kaye Moore

kmoore@scoe.org



Sonoma County
Office of Education



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 33
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Melinda Grosch 707-565-2397

Supervisorial District(s):

Fifth

Title: Appeal of the Board of Zoning Adjustments decision to approve a Use Permit for a setback reduction in the DA (Diverse Agriculture) zoning district; located at 8398 Bodega Highway, Sebastopol, APN 077-160-001; UPE15-0062; Beverly Beaver Rudolph applicant and appellant.

Recommended Actions:

Determine that the project is exempt from the California Environmental Quality Act, deny the appeal of Use Permit Conditions and revoke the Use Permit for noncompliance with conditions approved by the Board of Zoning Adjustments. Denial of the appeal and revocation of the Use Permit will close the Use Permit application and will allow Code Enforcement action to proceed.

Executive Summary:

In 2009 the property owner requested a Use Permit to reduce the side yard setback on the east side of the property from 10 feet to 2.7 feet for a distance of 47.5 feet. A shed is connected to the house with a deck that has been framed for a roof but the roof has not been installed. The applicant wishes to convert the shed to a 315 square foot recreation room and complete the roof over the deck, but the deck will remain unenclosed. An eight foot high fence was previously required by the Board of Zoning Adjustments to provide screening to the adjoining property. The project is located on a 16.42 acre parcel. The structure was partially constructed prior to the setback issue being raised. The Use Permit expired without the applicant implementing the project.

A second Use permit was requested in 2015 and went to the Board of Zoning Adjustments on February 18, 2016. The Board of Zoning Adjustments approved the project to include conditions requiring: 1) removal, within 6 months, of an unpermitted dwelling illegally moved to the property; 2) submittal of a building permit application to legalize a shed/recreation room within 60 days, and completion of construction of the proposed recreation room and covered deck within 24 months of building permit issuance; and 3) permitting and construction of an 8 foot high neighbor privacy fence along the eastern property line. The applicant appealed the Use Permit approval based on opposition to the above described conditions of approval. Permit Sonoma calculated the additional costs for bringing the appeal to the Board of Supervisors and requested a deposit from the applicant based on the At-Cost Agreement

signed by the applicant agreeing to pay Use Permit application processing costs. The applicant has not paid the additional deposit nor has she applied for any building permits required as a condition of project approval. Staff recommends denial of the appeal. This Zoning and Building Violation has remained unresolved for approximately nine years despite an approved Use Permit that provided a means to legalize the illegal building addition. For this reason, staff recommends that the previously approved Use Permit be revoked. If the Board of Supervisors concurs the matter will be turned over to Code Enforcement for abatement.

Discussion:

Project Location and Zoning:

The parcel is located at 8398 Bodega Highway, Sebastopol across the street from the city limits of Sebastopol and is a relatively flat to gently sloping parcel crossed by Atascadero Creek.

The parcel's zoning designation is DA (Diverse Agriculture) with an allowable density of 20 acres per dwelling unit with the F2 (Floodplain), RC (Riparian Corridor) 200'/50', SR (Scenic Resources), and VOH (Valley Oak Habitat) combining designations.

Background:

The subject Use Permit represents the applicant's second attempt to resolve a violation of the setback regulations for a partially constructed recreation room addition to the existing single family dwelling. The existing single family dwelling is only 2.7 feet from the eastern property line. The partially constructed recreation room is aligned with the existing dwelling located 2.7 feet from the parcel line. (See Attachment B – Site Plan).

The original construction involved a building permit for a shed which was actually located over the property line. Two building permits were issued for this structure, one in 2002 which was renewed with the issuance of a second in 2006. These permits were issued to relocate the shed, construct a perimeter foundation, and cover the walkway leading to the dwelling. Both indicated that the building would be located 10 feet from the property line, consistent with the required 10-foot side yard set-back for the Diverse Agriculture zoning district. A subsequent survey of the property revealed that the property line is actually only 2.7 feet from the house and shed (now called a recreation room). Construction of a connecting deck and framing to enclose it have led to the determination that this structure is now an addition to the single family dwelling.

At their 2016 public hearing the Board of Zoning Adjustments discussed at length their disappointment that the applicant has continued to fail to address the problems created by the proposed recreation room and deck. However, they ultimately approved the requested Use Permit in February 2016 with conditions mandating that the applicant complete removal of the unpermitted residential structure and submit necessary building permits as described above to legalize the unpermitted construction.

On February 26, 2016 the applicant appealed her conditions of approval. Although the applicant does not specify which conditions she opposes, based on her presentation at the Board of Zoning Adjustments she opposes Condition #7 requiring the removal of a second single family dwelling stored on the property, and Conditions #9 and #10 which provide the stringent timelines for completion of the project. A letter requesting that she pay the estimated fees for taking the application to the Board of Supervisors was mailed on March 29, 2016. No response was ever received.

Staff Recommendation:

Staff recommends that the Board of Supervisors deny the appeal and revoke the previously approved Use Permit based on the applicant’s lack of progress in working to meet conditions or to move her appeal forward. As anticipated by the Board of Zoning Adjustments the applicant has again failed to take any action to legalize work completed without proper permits. The Board’s denial of the Appeal and revocation of the Use Permit approval will allow Code Enforcement to take enforcement actions to bring the property into compliance with the Sonoma County Zoning Code (Chapter 26) and the Sonoma County Building Code (Chapter 7).

Prior Board Actions:

None.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

A goal of the Board is to provide environmental stewardship in the interest of maintaining a beautiful County in which all can thrive. Part of that involves maintaining a safe and healthy environment. Denying the requested Use Permit will resolve health and safety issues that are ongoing at this site.

Fiscal Summary

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

Narrative Explanation of Fiscal Impacts:

The applicant pays all processing costs as this is an “At-Cost” project. However, the applicant has failed to make an additional deposit to cover the costs of bringing the appeal to the Board of Supervisors. This means that approximately \$2,900.00 remains unpaid.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Not Applicable.			
Attachments:			
Draft Board of Supervisors Resolution Attachment A: Appeal Form February 26, 2016 Attachment B: Board of Zoning Adjustments Staff Report February 18, 2016 Attachment C: Board of Zoning Adjustments Conditions of Approval February 18, 2016			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
State of California

Date: April 17, 2018

Item Number: _____

Resolution Number: _____

UPE15-0062 Melinda Grosch



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Denying The Appeal Of The Board Of Zoning Adjustments Conditions Of Approval For The
Proposed Reduced Side Yard Setback And Revocation Of Use Permit UPE15-0062 Approved By
The Board Of Zoning Adjustments; For Property Located At 8398 Bodega Highway,
Sebastopol, APN 077-160-001; Supervisorial District 5.**

Whereas, the Beverly Beaver Rudolph (“the Applicant”) filed Use Permit application 15-0062 with Permit Sonoma for a side yard setback reduction from 10 feet to 2.7 feet on a 16.42 +/- acre parcel located at 8398 Bodega Highway, Sebastopol, APN 077-160-001; Zoned DA (Diverse Agriculture) 20 acres per dwelling unit, F2 (Floodplain Combining District), RC 20/50 (Riparian Corridor 200 foot setback for structures/50 foot setback for agriculture), SR (Scenic Resource), VOH (Valley Oak Habitat); Supervisorial District No. 5 (“the Project”); and

Whereas, in accordance with the provisions of law, the Board of Zoning Adjustments held a public hearing on the Project on February 18, 2016, at which time all interested persons were given an opportunity to be heard; and

Whereas, on February 18, 2016, the Board of Zoning Adjustments approved the Project with conditions of approval as reflected in its Resolution No. 16-0003; and

Whereas, the Applicant appealed the conditions of approval on February 26, 2016 (“the Appeal”); and

Whereas, the Applicant failed to submit the additional fees necessary per the At-Cost Agreement to bring the Appeal to the Board of Supervisors (“Board”), and

Whereas, in accordance with the provisions of law, the Board held a public hearing to consider the Project, the Appeal and revocation of Use Permit 15-0062 on April 17, 2018, at which time all interested persons were given an opportunity to be heard; and

Whereas, the Applicant failed to comply with any Use Permit 15-0062 Conditions of Approval and has failed to pay required costs to proceed with the Appeal between

February 2016 and February 2018; and

Whereas, the Project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to the CEQA Guidelines, Title 14 of the California Administrative Code, Section 15305, minor alteration in land use limitations, because the requested use permit would allow the maintenance of structures within a required side yard setback and construction of an 8-foot fence along the property boundary.

Now, Therefore, Be It Resolved that the Board adopts the above statements as true and correct and as findings of the Board.

Be It Further Resolved that the Board denies the Appeal.

Be It Further Resolved that the Board revokes Use Permit UPE15-0062 because the Applicant has not complied with any of the Use Permit Conditions of Approval and has failed to pay the required At-Cost deposit to proceed with the Appeal.

Be It Further Resolved that without a valid use permit and as evidenced in the record of proceedings herein, including but not limited to the staff report for the hearing before the Board of Zoning Adjustments on February 18, 2016, illegal structures remain on the property, violating health and safety codes and the County Zoning Code.

Be It Further Resolved that the Board designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Supervisors:

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

So Ordered.

**Planning Commission/Board of Zoning Adjustments
Appeal Form**

PJR-021

To: Board of Supervisors
County of Sonoma, State of California

File # UPE 15-0062

Appeal is hereby made by: Beverly Beaver Rudolph
Please Print

Mailing Address: Po Box 2516
Sebastopol CA, 95473

Phone: 707-823-5818 Email: solutions plus 2@sbcglobal.net

The Sonoma County Planning Commission / Board of Zoning Adjustments (circle one) on

Feb. 18, 20 16 approved / denied (circle one) a request by

Beverly Beaver Rudolph for reduced setback
from 10ft to 2.7ft along easterly side of property.

located at 8398 Bodega Ave, Sebastopol

APN 077-160-001 Zoned DA Supervisorial District 5

This appeal is made pursuant to Sonoma County Code Chapter 26 Section 26-92-160 for the following specific reasons:

Final Conditions of Approval

Date: 2/26/16 Appellant: Beverly Beaver Rudolph
Signature

Appeal Fee: See current PRMD Project Review Fee Schedule

----- ⓪ DO NOT WRITE BELOW THIS LINE - To Be Completed by PRMD Staff ⓪ -----

This appeal was filed with the Permit and Resource Management Department on the 26th day of February, 20 16, receipt of which is hereby acknowledged.

D. Michaelson
PRMD Staff

COUNTY OF SONOMA
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

2550 VENTURA AVENUE, SANTA ROSA, CA 95403-2829
 (707) 565-1900 FAX (707) 565-1103

Application Fees / Invoice for: UPE15-0062

Project Address: 8398 BODEGA HWY TWI

Cross Street: RAGLE RD

APN: 077-160-001

Description: USE PERMIT FOR REDUCED SETBACK AND EIGHT FOOT

Printed: Friday, February 26, 2016
Initialized by: MGROSCH
Activity Type: C-USE 1501
PCAS #:

Owner: RUDOLPH BEVERLY BEAVER
 PO BOX 2516 S
 SEBASTOPOL CA
 95473
 707 823 5818

Applicant: RUDOLPH BEVERLY BEAVER
 PO BOX 2516 S
 SEBASTOPOL CA
 95473
 707 823 5818

Fees:

Item#	Description	Account Code	Tot Fee	Prev. Pmts	Cur. Pmts
140	TECH ENHANCEMENT FEE	26010104-46040	48.00	48.00	.00
1011	APPEAL (ALL OTHERS)	26010121-45061	1,120.00	.00	.00
1052	ENV REV CEQA EXEMPT DET	26010122-45068	35.00	35.00	.00
1142	USE PERMIT - FENCES	26010121-45063	921.00	921.00	.00

\$2,124.00 \$1,004.00

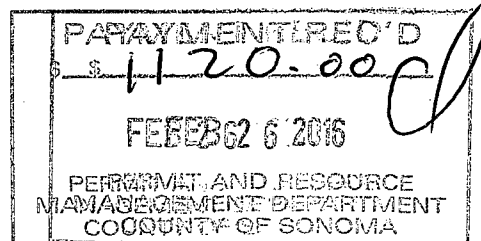
Total Fees: \$2,124.00

Total Paid: \$1,004.00

Balance Due: \$1,120.00

Refunds will not be authorized unless circumstances comply with established PRMD refund policy provisions.

When validated below, this is your receipt.





Sonoma County Board of Zoning Adjustments STAFF REPORT

Sonoma County Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

FILE: UPE15-0062
DATE: February 18, 2016
TIME: 1:05 p.m.
STAFF: Melinda Grosch, Project Planner

Appeal Period: 10 calendar days

SUMMARY

Appellant: Frank & Teresa Hamilton

Applicant: Beverly Beaver Rudolph

Owner: Beverly Beaver Rudolph

Location: 8398 Bodega Highway, Sebastopol
APN: 077-160-001 Supervisorial District No.: 5

Subject: Request for a Use Permit for a reduced side yard setback and an eight foot high fence.

PROPOSAL: The owner is requesting a reduction in the side yard setback from 10 feet to 2.7 feet along the eastern property boundary in the vicinity of the existing dwelling to allow for a 315 square foot recreation room and a 432 square foot deck addition to a single family residence on a 16.42 acre parcel. The applicant also proposes an eight foot high fence to provide screening for the neighboring property.

Environmental Determination: Categorically Exempt Section 15305, minor alteration in land use limitations.

General Plan: Diverse Agriculture 20 acres per dwelling unit.

Specific/Area Plan: None

Land Use:

Ord. Reference: Section 26-88-040(g) of the Sonoma County Zoning Ordinance.

Zoning: DA (Diverse Agriculture) with an allowable density of 20 acres per dwelling unit and combining zones of F2 (Floodplain), RC (Riparian Corridor) 200'/50', SR (Scenic Resources), and VOH (Valley Oak Habitat).

Land Conservation Contract: The parcel is not subject to a Land Conservation Act Contract.

Application Complete

for Processing: August 24, 2015

RECOMMENDATION: Approve the requested Use Permit allowing the shed to stay in its current location and be converted to a recreation room and the porch to be covered subject to the conditions in Exhibit C.

ANALYSIS

Background:

The property is developed with two dwellings built in the early 1900's, a newer dwelling, a barn, and other farm structures. Despite the fact that the parcel is relatively large at 16.42 acres, one of the dwellings was constructed less than 10 feet from the property boundary possibly because the boundary was thought to be further to the east than it actually is. An accessory structure used for storage was located over the property line and has been relocated so that it now has the same setback as the dwelling.

In 2006, BLD02-4925 was issued (renewed by BLD06-1590) to relocate the shed, construct a perimeter foundation, and add a new roof attaching it to the existing single family dwelling. The shed was originally over the property boundary and was moved to align with the house on the east property line. At the time the permit was issued the new location of the shed was indicated as being 10 feet from the property line. A subsequent survey of the property revealed that the property line is actually only 2.7 feet from the house and shed. A deck was constructed between the house and shed and has been framed for a cover but not roofed.

The Sonoma County Zoning Code offers numerous options for variations in setbacks related to uses, location on the parcel, portion of the structure under review (i.e., over hangs, cantilevered portions of structures, etc.) but for a primary structure a reduction to less than 3 feet requires special approval. The regulations are found in Sec. 26-88-040.(g) - General yard regulations and exceptions and read as follows:

(g) In any TP, LIA, LEA, DA, RRD, RRDWA, AR or RR district the required yard standards may be reduced when the planning director finds that such reduction(s) are appropriate in light of topography, vegetation or unique physical characteristics. In determining such findings, consideration will also be given to visibility from public roads and adjacent properties. Such reduction shall not result in a front yard of less than ten feet (10') for any garage or carport opening. The planning director may require a use permit or signatures from adjacent property owners.

In attempting to resolve the setback issue the applicant originally opted to have adjoining property owners agree to the setback reduction by signing the site plan showing the locations of the buildings and the proposed change from a storage shed to an attached recreation room. Two property owners located to the east are affected by the setback reduction. Of the two, the Gaffneys did not object and were willing to agree to the reduction through a signature on the site plan. The Hamiltons are opposed to the location of the recreation room and would not sign the site plan.

In continuing to try to clear the property of the various violations related to these structures and allow the structures to remain in the non-conforming location the applicant filed an application for a Use Permit in 2009. The Board of Zoning Adjustments heard the request on September 10, 2009 and approved the project with conditions. In 2011 the project was granted an automatic two year extension of time under the County's Economic Stimulus Ordinance. In 2013 the applicant requested an additional extension of time but failed to make a payment for the extension. Therefore, the permit expired in September of 2013. In August of 2015 an extension of time was again requested by the applicant. However, since the

previous Use Permit had expired a new application was required. In August 2015 the applicant filed this application.

Project Description:

The property owner has requested a minor Use Permit in order to reduce the side yard setback on the east side of the property to 2.7 feet for a distance of 47.5 feet. A shed is connected to the house with a deck that has been framed for a roof but the roof has not been installed. The applicant wishes to convert the shed to a 315 square foot recreation room and complete the roof over the deck, but the deck will remain unenclosed. An eight foot high fence was previously required by the Board of Zoning Adjustments to provide screening to the adjoining property. The project is located on a 16.42 acre parcel.

Site Characteristics:

The parcel is located across the street from the city limits of Sebastopol and is a relatively flat to gently sloping parcel crossed by Atascadero Creek. The site is developed with two single family dwellings constructed in the early 1900's, a newer dwelling constructed in the 1950's, a barn and other sheds and small accessory structures. One of the old dwellings is not permanently located on the property. It was moved there to preserve it from demolition at its original location. It has never actually been correctly located on this parcel since it was moved to the site without a building permit, it sits on blocks, and is uninhabitable.

The site is served by private septic systems, a well, and a driveway off of Bodega Highway.

Surrounding Land Use and Zoning:

- North - Atascadero Creek crosses the property on the westerly side and in a north/south direction. The flat floodplain of the creek stretches to the north and south consisting of grassland and a ribbon of riparian vegetation. Ragel Ranch Park adjoins this parcel to the north and the zoning is PF (Public Facilities).
- East - The parcels to the east are zoned AR (Agriculture and Residential), B6-2 acres per dwelling unit and range in size from 1.18 acres to 4.85 acres and are primarily rural residential in nature.
- South - The southern property boundary is Bodega Highway. Directly across from the developed area of the subject parcel is land within the City of Sebastopol's limits. Atascadero Creek continues under Bodega Highway to the south. Lands outside the City limits are zoned DA (Diverse Agriculture), B6-20 acre density, RC 200/50 (Riparian Corridor), F2 (Floodplain Combining District), SR (Scenic Resource), VOH (Valley Oak Habitat) and range in size from 1.24 acres to 7.25 acres and are primarily rural residential in nature.
- West - The land slopes up to the west and is more heavily vegetated with trees and shrubs than the area of the Atascadero Creek floodplain. Parcels in this area are zoned DA, B6-20 acre density, RC 200/50, F2, SR, VOH and range in size from 0.13 acres to 7.5 acres. These smaller parcels are rural residential in nature. Further west, parcels are generally larger and uses become more agricultural in nature consisting primarily of apple orchards.

DISCUSSION OF ISSUES

Issue #1: General Plan Consistency

The parcel has a Diverse Agriculture 20 acres per dwelling unit density designation. This designation allows all types of agriculture and associated structures as well as single family dwellings, agricultural

employee housing, etc. The current General Plan designation allows one single family dwelling and a Second Dwelling Unit on this 16.42 acre parcel. There are multiple dwellings on site and due to previous violation notices the Code Enforcement section has determined that three dwellings are Legal Non-Conforming units. The dwelling that is on blocks in the rear portion of the property was only supposed to be on the site temporarily so that a new, permanent location could be found for it. This building has been on-site since the late 1990s based on a violation notice from 1998. As 17 years have elapsed since the building was first brought to the property its temporary status has expired and it must be removed from the site before further entitlements can be granted.

The Diverse Agriculture General Plan designation allows for a variety of accessory structures that are either agricultural in nature or associated with residential uses on the property, thus converting the shed to a recreation room attached to the primary dwelling by a deck would be allowed.

Issue #2: Zoning Consistency

The site is zoned DA (Diverse Agriculture) with a 20 acres per dwelling unit density with combining zones of F2 (Floodplain), RC (Riparian Corridor) 200'/50', SR (Scenic Resources), and VOH (Valley Oak Habitat). The Sonoma County Zoning Code requires the following setbacks for the DA zoning district: Front yard - 30 feet (but not less than 55 feet from the centerline of the road); Side yard - 10 feet; Rear yard - 20 feet. The Zoning Code allows a great deal of flexibility in setbacks in Rural Residential and agriculturally zoned lands, including allowing accessory structures to be located within the setbacks on the rear half of any lot. Section 26-88-040(g) provides the following procedures for reductions in setbacks in the front half of the property:

"In any TP, LIA, LEA, DA, RRD, RRDWA, AR or RR district the required yard standards may be reduced when the planning director finds that such reduction(s) are appropriate in light of topography, vegetation or unique physical characteristics. In determining such findings, consideration will also be given to visibility from public roads and adjacent properties. Such reduction shall not result in a front yard of less than ten feet (10') for any garage or carport opening. The planning director may require a use permit or signatures from adjacent property owners."

On June 2, 2009, staff visited the site and viewed the buildings in question from the applicant's property and from the Gaffney property which is to the east of the subject property. Staff did not view the site from the Hamilton property, also to the east. A fence over eight feet in height has been erected by the Hamiltons along their western property boundary (the eastern property boundary of the subject property). The fence provides significant screening of the house, deck, and relocated shed structure. There is also a fair amount of vegetation around the Hamilton's house that screens it from view of the Rudolph house and presumably screens the Rudolph house from view from the Hamilton house.

The subject addition is not visible from Bodega Highway due to the location of the dwelling, the topography of the site adjacent to Bodega Highway, existing vegetation, and the alignment of the subject deck and shed with the rear of the house.

One of the existing dwellings is located about the same distance (2.7 feet) from the property line as the proposed addition. Lining up the deck and recreation room structure with this house makes sense although it could probably be moved over to meet the 10 foot setback with the deck at an angle to the existing dwelling without it looking or being particularly awkward. The recreation room has a perimeter foundation that would need to be removed and replaced.

Issue #3: Fire Safe Standards

The neighbors' request for a hearing raises the issue of whether the building will meet Fire Safe Standards. The standards have been revised as of 2013. This site is in a Local Responsibility Area and thus the Building Code regulates the setbacks and mitigation measures required for Fire Safe Standards.

For a setback that is less than 10 feet a one hour rated wall is required. Since a building permit is required to complete proposed construction, the plans will be reviewed for their compliance with the building code. During construction, building inspectors will inspect construction at set intervals to ensure that the construction is being performed to code.

Issue #4: Neighborhood Compatibility

Locating the addition 2.7 feet from the property line to match the location of the single family dwelling is allowed by the Zoning Code but the immediate neighbors to the east find it objectionable. Their request for a hearing listed the following reasons for their objection:

1. The construction that has already been completed does not meet the Fire Code for wall construction, window type, and rafters.

Response: Please see staff discussion in Issue #3 above.

2. They are worried about continued "creep" of the project since the whole building had originally been built over the property line. When the building was relocated to align with the existing dwelling the foundation was constructed closer than the 2.7 feet requested.

Response: This is a valid concern which is to be addressed through conditions of approval and the building permit process.

3. The age and weathering of the building materials which have been unprotected for years while Ms. Rudolph works through the process of legalizing the buildings and may no longer be in a suitable condition to complete the structure.

Response: Staff acknowledges that repairs and upgrades required to meet building and fire codes are fairly significant. If the applicant determines the project to be uneconomical the subject structure may have to be demolished.

4. Visual impacts to the Hamilton property were also discussed with a reference to the potential construction of a new house (or houses) on their property in the future.

Response: Zoning of the Hamilton property has a Rural Residential General Plan and Zoning designation with a 2 acres per dwelling unit. Thus at 1.3 +/- acres the parcel currently only allows for one single family dwelling. However, the Hamiltons anticipate the area being annexed into the City of Sebastopol at which point the density would probably be increased substantially. Currently the parcel is not within the City's Urban Service Area or their Urban Growth Boundary. The subject structures are currently screened by an eight foot tall temporary fence (applicant to build a replacement on her side of the property line) and existing vegetation. Potential future dwellings on the Hamilton property can be placed to minimize visual impacts from the subject structures.

The Hamiltons have requested that the building be removed or at least relocated so that it meets the 10 foot side-yard setback required in the DA Zoning District. The other neighbors that adjoin the subject property in this area have not voiced an objection. The new construction is not visible from the public roadways in the area so does not significantly impact other areas of the neighborhood.

Issue #5: Environmental Determination

The project was determined to be Categorically Exempt from the California Environmental Quality Act (CEQA) as the reduction of a setback is a minor alteration in land use limitations. The DA district generally requires a 10 foot setback for structures in the front part of the property. Residential structures are subject to this setback no matter where they are located on the property. The Zoning Regulations

allow for a reduced setback as discussed above. This can be accomplished administratively through neighbor agreement or through a Use Permit and the public hearing process as in this instance.

ALTERNATIVES

Deny the request to allow a setback reduction for the addition to the existing single family dwelling. If the request is denied the applicant will be required to remove the relocated shed or relocate it again so that it is at least 10 feet from the property line. This would “jog” the building over so that it is not aligned with the eastern-most wall of the dwelling, however, since it is essentially a detached structure it is physically possible. The existing deck could be modified to provide a connection from the residence to the relocated shed/recreation room conversion.

Although the project was approved before, there is no obligation to approve it again given the long time lapse and continued failure of the applicant to complete the project. The Board of Zoning Adjustments should consider this project independently of past decisions.

STAFF RECOMMENDATION

Approve the requested Use Permit allowing the shed to stay in its current location and be converted to a recreation room with a covered deck connecting to the existing residence subject to the conditions in Exhibit C.

FINDINGS FOR RECOMMENDED ACTION

1. The proposal is consistent with the Diverse Agriculture land use designation of the Sonoma County General Plan and the DA (Diverse Agriculture) zoning designation. Section 26-88-040(g) - General yard regulations and exceptions, of the Sonoma County Zoning Code provides for reduction in setbacks through the Use Permit process.
2. The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. The particular circumstances in this case are: a) the location of the shed which will become a recreation room is an expansion of the historic setback encroachment started by the placement of the existing single family dwelling; b) neither the deck or the proposed recreation room are prominently visible from immediate properties to the east due to slope and vegetation on the Hamilton property which provides screening; c) a condition of approval requiring an eight foot high fence along the property line between the subject property and properties to the east will provide permanent screening of the subject dwelling, deck area, and structure which is to be converted to the recreation room; and d) the structure will be required to comply with the current building and fire codes to ensure that adjacent properties are not put at risk should a fire start on the Rudolph property.

LIST OF ATTACHMENTS

EXHIBIT A: Draft Conditions of Approval
EXHIBIT B: Proposal Statement
EXHIBIT C: Letter Requesting a Hearing
EXHIBIT D: Vicinity Map
EXHIBIT E: Zoning Map
EXHIBIT F: Site Plan
EXHIBIT G: Floor Plan
EXHIBIT H: Elevations
EXHIBIT I: Draft Resolution

SONOMA COUNTY BOARD OF ZONING ADJUSTMENTS

Draft Conditions of Approval Exhibit A

Staff: Melinda Grosch
Applicant: Beverly Rudolph
Owner: Beverly Beaver Rudolph
Address: 8398 Bodega Highway, Sebastopol

Date: February 18, 2016
File No.: UPE15-0062
APN: 077-160-001

Project Description: Request for a Use Permit to reduce the side yard setback from 10 feet to 2.7 feet along the eastern property boundary in the vicinity of the existing dwelling to allow for a 315 square foot recreation room and a 432 square foot deck addition to a single family residence on a 16.42 acre parcel. The applicant also proposes an eight foot high fence to provide screening for the neighboring property.

Prior to commencing the use, evidence must be submitted to the file that all of the following non-operational conditions have been met.

BUILDING:

"The conditions below have been satisfied BY _____ DATE _____

1. The applicant shall apply for and obtain building related permits from the Permit and Resource Management Department (PRMD). The necessary applications appear to be, but may not be limited to, site review, building permit, and grading permit.

FIRE AND EMERGENCY SERVICES:

"The conditions below have been satisfied BY _____ DATE _____

2. Development on this parcel is subject to the Sonoma County Fire Safe Standards and shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District. Said plan shall include, but not be limited to: emergency vehicle access and turn-around at the building sites), addressing, water storage for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to PRMD from the County Fire Marshal/Local Fire Protection District.

PLANNING:

"The conditions below have been satisfied BY _____ DATE _____

3. This Use Permit allows for the reduction of the side yard setback from 10 feet to 2.7 feet for a new covered deck and shed attached to an existing dwelling that has a similar setback which was determined to be legal non-conforming due to its age. The shed is to be converted to a 315 square foot recreation room with a full bath. This Use Permit also authorizes an 8 foot high fence along the property boundary to screen the view of the existing single family dwelling and the addition from properties to the east. The use shall be operated in accordance with the proposal statement and site plan located in File No. UPE15-0062 as modified by these conditions.
4. This Use Permit (UPE15-0062) shall supersede all prior Use Permits, upon implementation or when all the pre-operational conditions have been met and this Use Permit is vested.
5. This use shall be constructed, maintained, and operated in conformance with all applicable county, state, and federal statutes, ordinances, rules, and regulations. A violation of any applicable statute, ordinance, rule or regulation shall be a violation of the Use Permit, subject to

revocation or modification.

6. Prior to building permit issuance or prior to exercising this approval, whichever comes first, the property owners shall execute and record a Right-to-Farm declaration on a form provided by PRMD.
7. The existing un-permitted dwelling on blocks at the rear of the property shall be removed from the site prior to vesting this Use Permit and prior to building permit issuance for the recreation room and deck.
8. The applicant shall pay all applicable development fees prior to issuance of building permits.
9. The applicant shall construct an eight-foot high privacy fence for the entire length of the Hamilton's property line (APN 077-180-017). The fence shall be located entirely on the Rudolph property.
10. All building and/or grading permits shall have the following note printed on plan sheets:

"In the event that archaeological resources such as pottery, arrowheads, midden or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work shall be halted in the vicinity of the find and County PRMD - Project Review staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. PRMD staff may consult and/or notify the appropriate tribal representative from tribes known to PRMD to have interests in the area. Artifacts associated with prehistoric sites include humanly modified stone, shell, bone or other cultural materials such as charcoal, ash and burned rock indicative of food procurement or processing activities. Prehistoric domestic resources include hearths, firepits, or house floor depressions whereas typical mortuary resources are represented by human skeletal remains. Historic artifacts potentially include all by-products of human land use greater than fifty (50) years of age including trash pits older than fifty (50) years of age. When contacted, a member of PRMD Project Review staff and the archaeologist shall visit the site to determine the extent of the resources and to develop and coordinate proper protection/mitigation measures required for the discovery. PRMD may refer the mitigation/protection plan to designated tribal representatives for review and comment. No work shall commence until a protection/mitigation plan is reviewed and approved by PRMD - Project Review staff. Mitigations may include avoidance, removal, preservation and/or recordation in accordance with California law. Archeological evaluation and mitigation shall be at the applicant's sole expense.

"If human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and PRMD staff, County Coroner and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American, the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" can be designated and the appropriate provisions of the California Government Code and California Public Resources Code will be followed."

Building/grading permits shall not be approved for issuance by Project Review staff until the above notes are printed on the building, grading and improvement plans.

11. Landscaping, if any, shall comply with the Sonoma County Water Efficient Landscaping ordinance <http://www.sonoma-county.org/prmd/docs/handouts/pjr-091.pdf>.
12. Any proposed modification, alteration, and/or expansion of the use authorized by this Use Permit shall require the prior review and approval of PRMD or the Board of Zoning Adjustments, as appropriate. Such changes may require a new or modified Use Permit and additional environmental review.
13. The Director of PRMD is hereby authorized to modify these conditions for minor adjustments to

respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to PRMD demonstrating that the conditions is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. PRMD shall consult with affected departments and agencies and may require an application for modification of the approved permit. Changes to conditions that may be authorized by PRMD are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from PRMD, and shall not affect the original permit approval date or the term for expiration of the permit.

The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.

14. This permit shall be subject to revocation or modification by the Board of Zoning Adjustments if: (a) the Board finds that there has been noncompliance with any of the conditions or (b) the Board finds that the use for which this permit is hereby granted constitutes a nuisance. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to Section 26-92-120 and 26-92-140 of the Sonoma County Code.

In any case where a Use Permit has not been used within two (2) years after the date of the granting thereof, or for such additional period as may be specified in the permit, such permit shall become automatically void and of no further effect, provided however, that upon written request by the applicant prior to the expiration of the two year period the permit approval may be extended for not more than one (1) year by the authority which granted the original permit pursuant to Section 26-92-130 of the Sonoma County Code.

Planning Application

PJR-001

File#: WPE15-0062

Type of Application:

- | | | | |
|---|--|---|--------------------------------------|
| <input type="checkbox"/> Admin Cert. Compliance | <input type="checkbox"/> Design Review Comm./Ind. | <input type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Ag./Timber Preserve/Contract | <input type="checkbox"/> Design Review Residential | <input type="checkbox"/> Mobile Home Zoning Permit | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Cert. of Compliance | <input type="checkbox"/> Design Review Signs | <input type="checkbox"/> Ordinance Interpretation | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Cert. of Modification | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Second Unit Permit | |
| <input type="checkbox"/> Coastal Permit | <input type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> Specific/Area Plan Amendment | |
| <input type="checkbox"/> Design Review Admin. | <input type="checkbox"/> Major Subdivision | <input type="checkbox"/> Use Permit | |

Applicant (Contact Person):

Beverly Beaver Rudolph
Name
Po Box 2516 S
Mailing Address
Sebastopol CA 95473
City/Town State Zip
823-5818
Phone
solutions plus 2@sbc global.net
Fax
email
Beverly Beaver Rudolph
Signature Date 7/24/15

Owner, if other than Applicant:

Name
Mailing Address
City/Town State Zip
Phone Fax
email
Signature Date

Other Persons to be Notified: (Specify: Other Owner(s), Agent, Lender, Architect, Engineer, Surveyor)

Name	Name	Name
Mailing Address	Mailing Address	Mailing Address
City/Town State Zip	City/Town State Zip	City/Town State Zip
Title	Title	Title
Phone Fax	Phone Fax	Phone Fax
email	email	email

Project Information:

077-160-001
Address(es) 8398 Bodega Highway Sebastopol
City/Town 16.42
Assessor's Parcel Number(s) 077-160-001
Project Description: Reduce sideyard setback from 10ft to 2.7ft, East property line
Acreage
Site Served by Public Water? Yes No Site Served by Public Sewer? Yes No Number of new lots proposed 0

DO NOT WRITE BELOW THIS LINE - To Be Completed by PRMD Staff

Planning Area: 6 Supervisorial District: 5 Current Zoning: DA B6 Z0 FZ RC 200/50 SR 10H General Plan Land Use: DA 20
Specific Plan: None S.P. Land Use: Needs CEQA Review? yes no

Commercial/Industrial Uses: (Enter numbers where applicable)

Bldg. sq. ft. Existing: Proposed: Existing Employees: New Employees:
New Manufactured Homes: New Units For Sale: New Units For Rent: Density Bonus Units:
Violation? yes no; Application resolve planning violation? yes no; Penalty applicable? yes no; Civil Penalty Factor
Previous Files: WPE 09-0031
Application accepted by WAS Good Date 7-27-2015

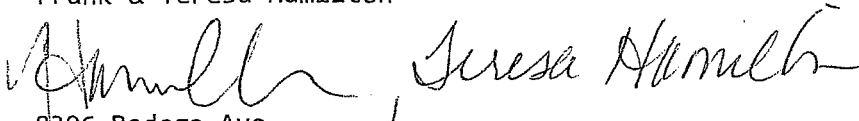
Frank Hamilton

To: ben.neuman@sonoma-county.org; Melinda.Grosch@sonoma-county.org
Cc: cobblaw@pacbell.net; Steve.Mosiurchack@sonoma-county.org
Subject: UPE15-0062 - 8398 Bodega Ave Sebastopol CA 95472
Attachments: 20150819_164548_resized (2).jpg

To Whom it may concern,

We are opposed to the use permit UPE15-0062 & request a fair hearing. Our APN # is 077-180-017.

Sincerely,
Frank & Teresa Hamilton

Handwritten signatures of Frank and Teresa Hamilton in cursive script.

8306 Bodega Ave.
Sebastopol, CA.
95472

NOTICE OF WAIVER OF A PUBLIC HEARING FOR A USE PERMIT

WHO: Beverly Rudolph has applied for a Use Permit to allow a reduced side yard setback and installation of an eight foot high fence along the same side yard property line. PRMD File No. UPE15-0062.

WHAT: The proposed project is a request for a Use Permit to allow reduced setback from 10 feet to 2.7 feet along the easterly side of the property and the installation of an eight foot high fence along the same property line in the area of the setback reduction. The structure is located on a 16.42 acre parcel. This application is to renew the previous Use Permit (UPO9-0031) which expired. The project is located at 8398 Bodega Highway, Sebastopol; APN 077-160-001. Supervisorial District 5.

Zoning on the parcel is: DA (Diverse Agriculture) with an allowable density of 20 acres per dwelling unit and combining zones of F2 (Floodplain), RC (Riparian Corridor) 200'150', SR (Scenic Resources), and VOH (Valley Oak Habitat).

**WHERE &
WHEN:** It is the intention of the Director of the Permit and Resource Management Department to issue a Use Permit as provided in Section 26-92-040(d) of the Sonoma County Zoning Ordinance. The Use Permit is being granted because the department has determined the proposal is a minor land use alteration.

It is the determination of the department that the project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to the Provisions of Title 14 of the California Administrative Code, Section 15305, because it is a minor alteration in land use limitations.

The Director intends to find that the proposal will not be detrimental to the health, safety or welfare of adjacent land uses or properties.

The Use Permit will be issued without a public hearing on August 31, 2015, unless a written objection is received by the Director prior to that date. If a written objection is received, a public hearing will be scheduled and a notice of the hearing will be issued.

**ADDITIONAL
INFORMATION:** Details of the project are available at the Permit and Resource Management Department. Persons wishing to obtain more information about this proposal, or to appeal in writing, must contact the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

**HOW TO
GET INVOLVED:** If you have any questions or concerns regarding the proposed project please contact Melinda Grosch via email at Melinda.Grosch@sonoma-county.org or 707-565-2397. In addition, you may contact the project applicant Beverly Rudolph at solutionsplus2@sbcglobal.net or 707-823-5818.

DATE: August 19, 2015

Subject: 8398 Bodega Ave BLD13-3965 / UPE15-0062
From: hamco707 (hamco707@yahoo.com)
To: ben.neuman@sonoma-county.org;
Cc: cobblaw@pacbell.net; Steve.Mosiurchak@sonoma-county.org; Melinda.Grosch@sonoma-county.org;
Date: Wednesday, August 19, 2015 5:08 PM

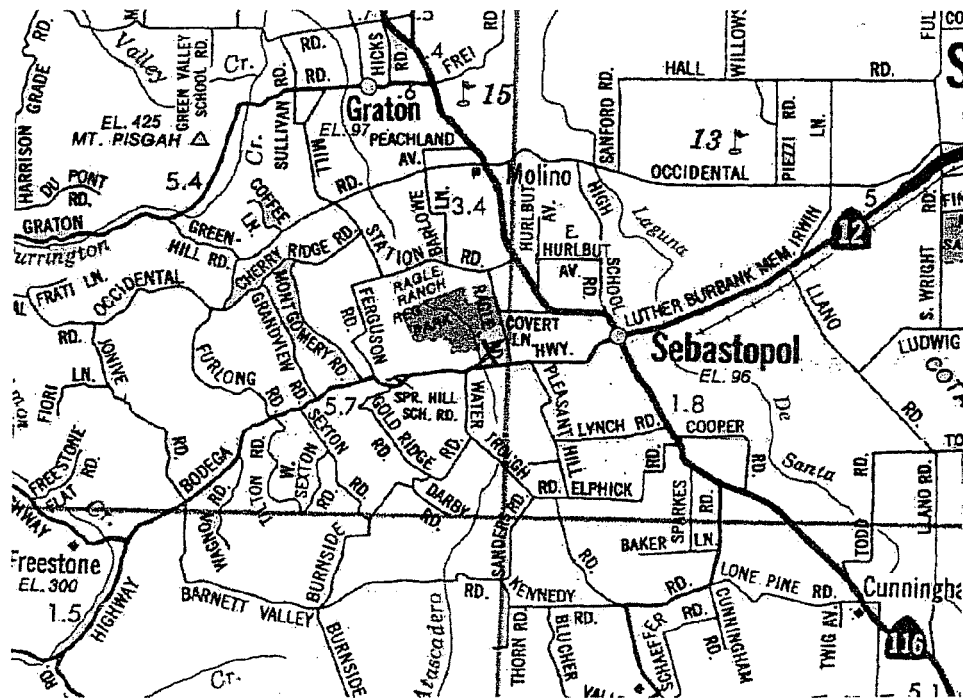
Hello Ben,

I came down to PRMD & reviewed Beverly's plans. There are a few things that do not meet code for being at a zero clearance property line. #1.) NON-RATED WALL ASSEMBLY. (1 layer of 1/2 interior wall board is not 5/8 type X) There should be (4) layers of 5/8 type X, with staggered joints including successive inspections.) #2.) There is a low E window. (No operable windows allowed in a 2 hour fire assembly unless it has a rated, stamped frame & stamped fire rated wire glass. #3.) Their rafter tails are almost on the property line. The rafters should be flush with the new fire rated wall & inside the rated assembly unless there is a rated soffit. #4.) William Kelly put a note :fire safe standards not required. The Sonoma County Fire Department must review Beverly's plans. There was a very disturbing photo in the PRMD file from 2002 clearly showing the newly constructed concrete foundation several feet outside the "so called existing room". The permit issued in 2002 was not what was constructed, nor did it meet building, planning or fire code. None of what is now there was existing? We intend on building a nice home or several homes on our property some day & the proximity of this "fire bomb" in a huge issue. We would prefer PRMD admit the series of mistakes made & abate the structure. The age of the interior lumber sitting out in weather since 2004 should be reviewed. Please call or write with any questions. We plan on attending the hearing for this unfortunate situation. We definitely have problems with the building & it's proximity. We have issues with the wording of the planning notice & object to several statements. We would like the protection of current codes & setbacks. The verbiage about Beverly's purposed 8' fence being on the same property line is incorrect. Our temporary fence has been meticulously placed entirely on the lands of the Hamilton (footings included). If any new fence is to be constructed by the Rudolph'S, it NEEDS TO BE CONSTRUCTED ENTIRELY SEPARATE AND ENTIRELY ON THE RUDOLPH'S PROPERTY. PLEASE HELP!

Sincerely,
Frank & Teresa Hamilton
8306 Bodega Ave.
Sebastopol, CA
95472
hamco707@yahoo.com
(707) 953-2480

Sent from Samsung tablet.

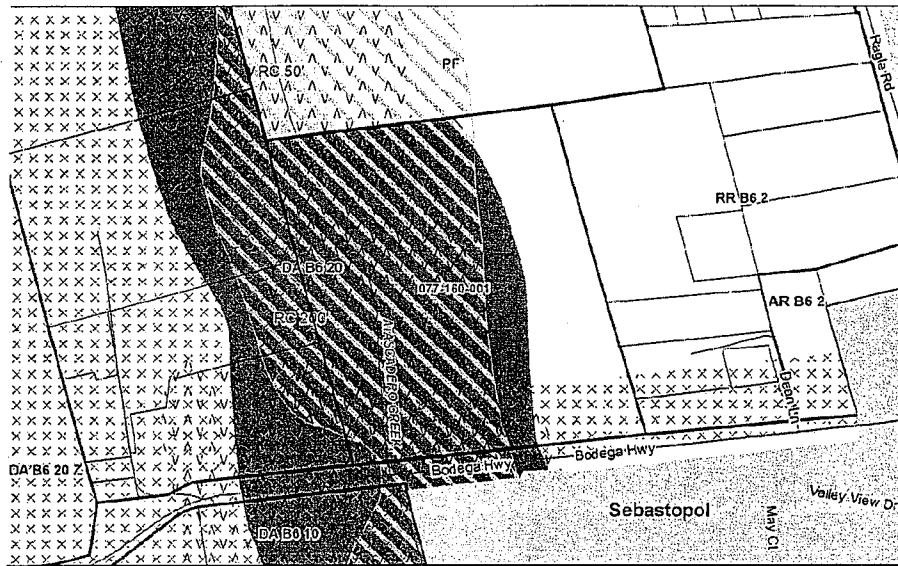
Vicinity Map



PRMD

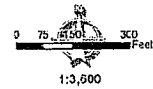
Activity #UPE15-0062

Zoning and Combining Districts



Zoning and Combining Districts

City Limit	LG Local Guidelines	MR Mineral Resource	RC Riparian Corridor
AH Affordable Housing	SR Scenic Resource	G Geologic Hazard	50'
LU Policy	VOH Valley Oak Habitat	F1 Floodway	100'
HD Historic District	BH Biotic Habitat	F2 Floodplain	200'



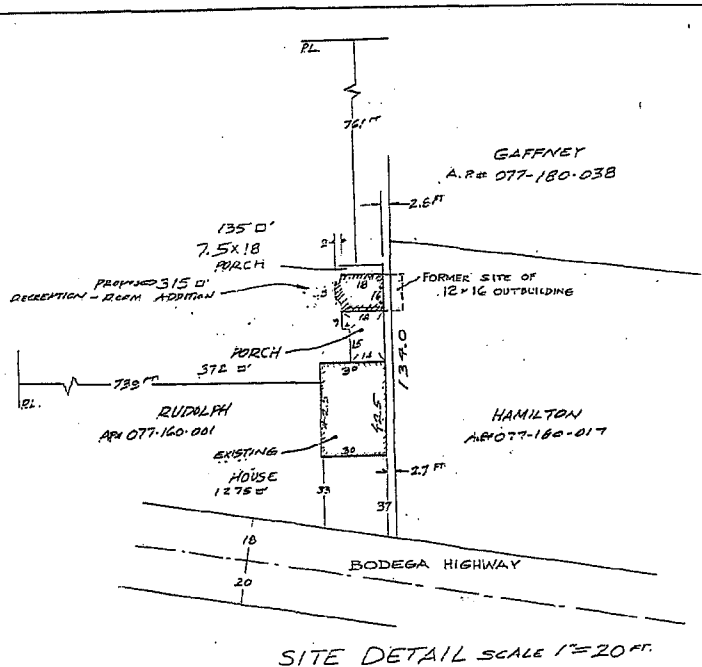
Activity #UPE15-0062

Site Plan Detail

Owner: Beverly B. Rudolph
 8398 Bodega Highway
 Sebastopol, CA 95465
 T P # 077-160-001

DATE CONSTRUCTION DRAFTING
 California State License 12819
 1505 Guinyew Road
 Windsor, CA 95492-9427

Karl Dale
 Office: (707) 395-0137
 Cellular: (707) 292-0090



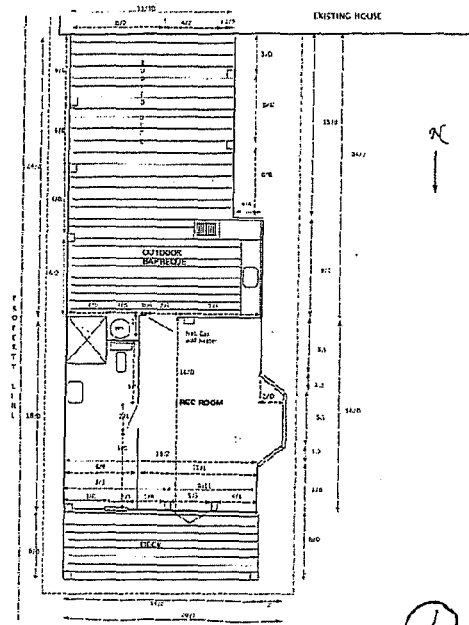
SITE DETAIL SCALE 1" = 20'



PRMD

Activity #UPE15-0062

Floor Plan



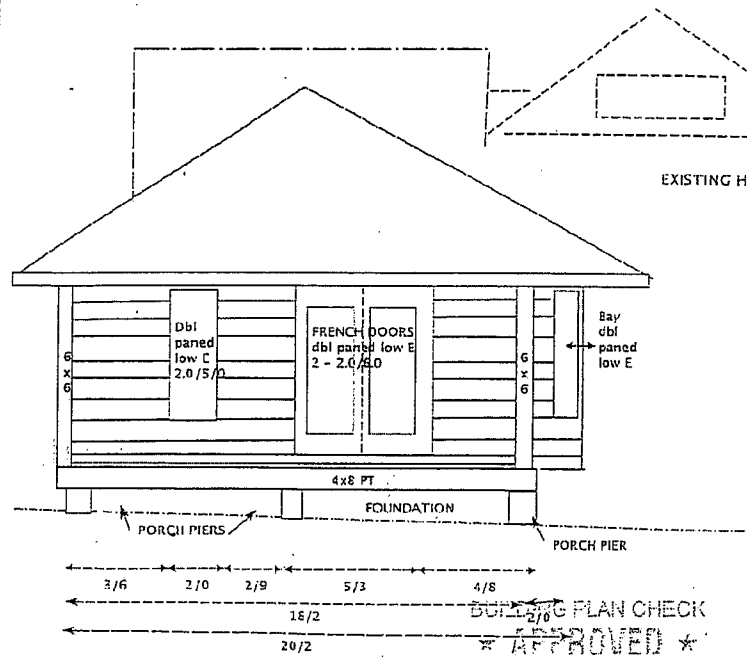
FLOOR PLAN
1/4" scale



Activity #UPE15-0062

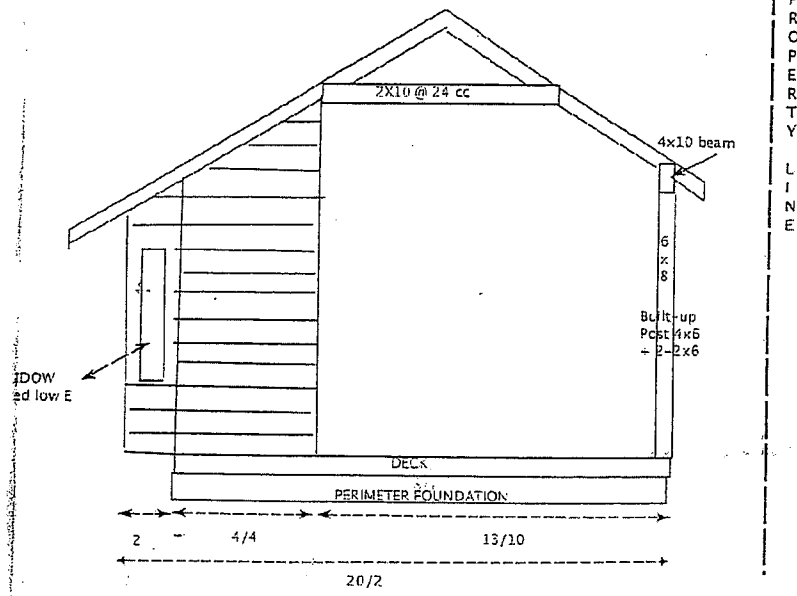
North Elevation

R O P E R T
L I N E



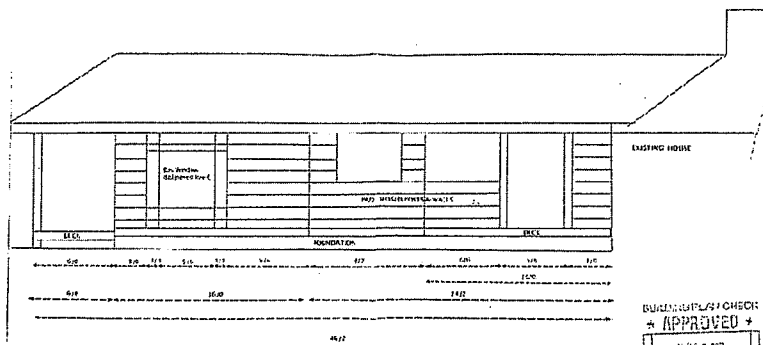
Activity #UPE15-0062

South Elevation



Activity #UPE15-0062

West Elevation



WEST ELEVATION
1/4" scale

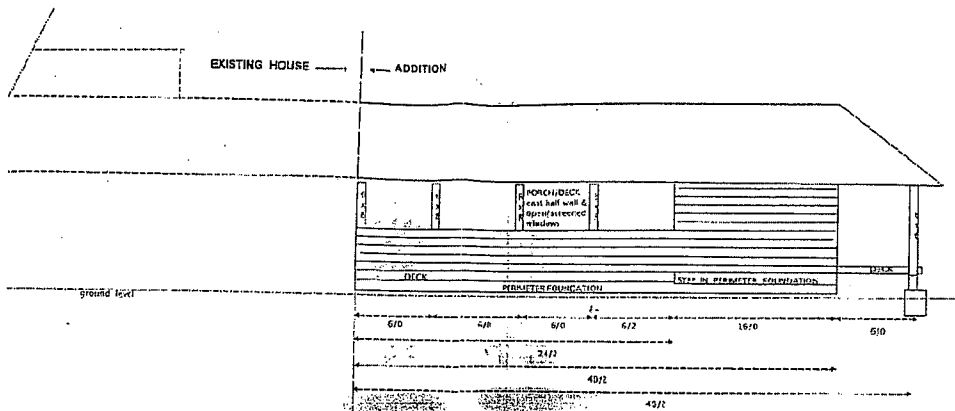
BUILDING PLAN CHECK
* APPROVED *
SEP 2 0 10
PRMD'S RESOURCE
MANAGEMENT DEPARTMENT

3



Activity #UPE15-0062

East Elevation



EAST ELEVATION

1/4" scale

BUILDING PLAN CHECK
★ APPROVED ★
SEP 23 2015
PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT



Activity #UPE15-0062



Activity #UPE15-0062

Resolution Number

County of Sonoma
Santa Rosa, California

February 18 2016
UPE15-0062 Melinda Grosch

RESOLUTION OF THE BOARD OF ZONING ADJUSTMENTS,
COUNTY OF SONOMA, STATE OF CALIFORNIA, GRANTING A
USE PERMIT TO BEVERLY BEAVER RUDOLPH FOR A
BUILDING SETBACK REDUCTION FOR PROPERTY LOCATED
AT 8398 BODEGA HIGHWAY, SEBASTOPOL;
APN 077-160-001.

WHEREAS, the applicant, BEVERLY RUDOLPH, filed a Use Permit application with the Sonoma County Permit and Resource Management Department for a Use Permit to allow reduced setback along the easterly side of the property for the conversion of a shed to a 315 square foot recreation room attached to the existing residence by a covered deck and the installation of an eight foot high fence on a 16.42 acre parcel located at 8398 Bodega Highway, Sebastopol; APN 077-160-001; Zoned DA (Diverse Agriculture), B6-20 acre density, F2 (Floodplain Combining District), RC (Riparian Corridor) 200/50, SR (Scenic Resource), and VOH (Valley Oak Habitat; Supervisorial District No 5; and

WHEREAS, this project has been found to be categorically exempt from CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Board of Zoning Adjustments held a public hearing on February 18, 2016, at which time all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED that the Board of Zoning Adjustments makes the following findings:

1. The proposal is consistent with the Diverse Agriculture land use designation of the Sonoma County General Plan and the DA (Diverse Agriculture) zoning designation. Section 26-88-040(g) - General yard regulations and exceptions, of the Sonoma County Zoning Code provides for reduction in setbacks through the Use Permit process.
2. The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. The particular circumstances in this case are: a) the location of the shed which will become a recreation room is an expansion of the historic setback encroachment started by the placement of the existing single family dwelling; b) neither the deck or the proposed recreation room are prominently visible from immediate properties to the east due to slope and vegetation on the Hamilton property which provides screening; c) a condition of approval requiring an eight foot high fence along the property line between the subject property and properties to the east will provide permanent screening of the subject dwelling, deck

area, and structure which is to be converted to the recreation room; and d) the structure will be required to comply with the current building and fire codes to ensure that adjacent properties are not put at risk should a fire start on the Rudolph property.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments hereby grants the requested Use Permit, subject to the Conditions of Approval in Exhibit "A", attached hereto.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments designates the Secretary as the custodian of the documents and other material which constitute the record of proceedings upon which the Board's decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments' action shall be final on the 11th day after the date of the Resolution unless an appeal is taken.

THE FOREGOING RESOLUTION was introduced by Commissioner _____, who moved its adoption, seconded by Commissioner _____, and adopted on roll call by the following vote:

Commissioner Cook
Commissioner Carr
Commissioner Doyle
Commissioner Lamberson
Commissioner Davis

Ayes: Noes: Absent: Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

SONOMA COUNTY BOARD OF ZONING ADJUSTMENTS

Conditions of Approval Exhibit A

Staff:	Melinda Grosch	Date:	February 18, 2016
Applicant:	Beverly Rudolph	File No.:	UPE15-0062
Owner:	Beverly Beaver Rudolph	APN:	077-160-001
Address:	8398 Bodega Highway, Sebastopol		

Project Description: Request for a Use Permit to reduce the side yard setback from 10 feet to 2.7 feet along the eastern property boundary in the vicinity of the existing dwelling to allow for a 315 square foot recreation room and a 432 square foot deck addition to a single family residence on a 16.42 acre parcel. The applicant also proposes an eight foot high fence to provide screening for the neighboring property.

Prior to commencing the use, evidence must be submitted to the file that all of the following non-operational conditions have been met.

BUILDING:

"The conditions below have been satisfied BY _____ DATE _____

1. The applicant shall apply for and obtain building related permits from the Permit and Resource Management Department (PRMD). The necessary applications appear to be, but may not be limited to, site review, building permit, and grading permit.

FIRE AND EMERGENCY SERVICES:

"The conditions below have been satisfied BY _____ DATE _____

2. Development on this parcel is subject to the Sonoma County Fire Safe Standards and shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District. Said plan shall include, but not be limited to: emergency vehicle access and turn-around at the building sites), addressing, water storage for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to PRMD from the County Fire Marshal/Local Fire Protection District.

PLANNING:

"The conditions below have been satisfied BY _____ DATE _____

3. This Use Permit allows for the reduction of the side yard setback from 10 feet to 2.7 feet for a new covered deck and shed attached to an existing dwelling that has a similar setback which was determined to be legal non-conforming due to its age. The shed is to be converted to a 315 square foot recreation room with a half bath consisting of a toilet and sink. This Use Permit also authorizes an 8 foot high fence along the property boundary to screen the view of the existing single family dwelling and the addition from properties to the east. The use shall be operated in accordance with the proposal statement and site plan located in File No. UPE15-0062 as modified by these conditions.
4. This Use Permit (UPE15-0062) shall supersede all prior Use Permits, upon implementation or when all the pre-operational conditions have been met and this Use Permit is vested.
5. This use shall be constructed, maintained, and operated in conformance with all applicable county, state, and federal statutes, ordinances, rules, and regulations. A violation of any

applicable statute, ordinance, rule or regulation shall be a violation of the Use Permit, subject to revocation or modification.

6. Prior to building permit issuance or prior to exercising this approval, whichever comes first, the property owners shall execute and record a Right-to-Farm declaration on a form provided by PRMD.
7. The applicant shall obtain permits and complete removal of the illegal dwelling within 6 months of the date of this Use Permit approval.
8. The applicant shall pay all applicable development fees prior to issuance of building permits.
9. The applicant shall apply for permits and complete construction of an eight-foot high privacy fence on top of a retaining wall to be constructed for the entire length of the Hamilton's property line (APN 077-180-017) within 6 months of approval of the Use Permit. The fence shall be located entirely on the Rudolph property.
10. The applicant shall apply for the Building Permit to legalize the shed/recreation room within 60 days of this Use Permit approval. The Building Permit shall not be issued until the illegal unit is removed. The applicant shall commence construction and complete the shed/recreation room and deck roofing and the exterior fence /retaining wall within 24 months of issuance of the Building Permit.
11. All building and/or grading permits shall have the following note printed on plan sheets:

"In the event that archaeological resources such as pottery, arrowheads, midden or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work shall be halted in the vicinity of the find and County PRMD - Project Review staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. PRMD staff may consult and/or notify the appropriate tribal representative from tribes known to PRMD to have interests in the area. Artifacts associated with prehistoric sites include humanly modified stone, shell, bone or other cultural materials such as charcoal, ash and burned rock indicative of food procurement or processing activities. Prehistoric domestic resources include hearths, firepits, or house floor depressions whereas typical mortuary resources are represented by human skeletal remains. Historic artifacts potentially include all by-products of human land use greater than fifty (50) years of age including trash pits older than fifty (50) years of age. When contacted, a member of PRMD Project Review staff and the archaeologist shall visit the site to determine the extent of the resources and to develop and coordinate proper protection/mitigation measures required for the discovery. PRMD may refer the mitigation/protection plan to designated tribal representatives for review and comment. No work shall commence until a protection/mitigation plan is reviewed and approved by PRMD - Project Review staff. Mitigations may include avoidance, removal, preservation and/or recordation in accordance with California law. Archeological evaluation and mitigation shall be at the applicant's sole expense.

"If human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and PRMD staff, County Coroner and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American, the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" can be designated and the appropriate provisions of the California Government Code and California Public Resources Code will be followed."

Building/grading permits shall not be approved for issuance by Project Review staff until the above notes are printed on the building, grading and improvement plans.

12. Landscaping, if any, shall comply with the Sonoma County Water Efficient Landscaping ordinance <http://www.sonoma-county.org/prmd/docs/handouts/pjr-091.pdf>.

13. Any proposed modification, alteration, and/or expansion of the use authorized by this Use Permit shall require the prior review and approval of PRMD or the Board of Zoning Adjustments, as appropriate. Such changes may require a new or modified Use Permit and additional environmental review.
14. The Director of PRMD is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to PRMD demonstrating that the conditions is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. PRMD shall consult with affected departments and agencies and may require an application for modification of the approved permit. Changes to conditions that may be authorized by PRMD are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from PRMD, and shall not affect the original permit approval date or the term for expiration of the permit.

The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.

15. This permit shall be subject to revocation or modification by the Board of Zoning Adjustments if:
(a) the Board finds that there has been noncompliance with any of the conditions or (b) the Board finds that the use for which this permit is hereby granted constitutes a nuisance. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to Section 26-92-120 and 26-92-140 of the Sonoma County Code.

In any case where a Use Permit has not been used within two (2) years after the date of the granting thereof, or for such additional period as may be specified in the permit, such permit shall become automatically void and of no further effect. No further extensions of time shall be granted and if the use is not completed, PRMD shall pursue abatement to remove the shed and illegal dwelling.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 34
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 17, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Lynne Rosselli 524-3771

Supervisorial District(s):

Title: Water Rates for Fiscal Year 2018-2019

Recommended Actions:

Adopt a Resolution establishing Rates and Charges for the Sonoma County Water Agency's Water Transmission System for Fiscal Year 2018-2019.

Executive Summary:

The Restructured Agreement for Water Supply (Restructured Agreement) between the Sonoma County Water Agency (Water Agency) and its eight Water Contractors requires that water rates be sufficient to cover the projected operation and maintenance expenses, and debt service requirements for the next fiscal year. To meet these requirements, staff recommend a budget that results in a 3.67% rate increase for Santa Rosa and Petaluma Aqueduct customers, and a 5.98% increase for Sonoma Aqueduct customers. The rate increase is due to ongoing low water delivery figures resulting from the drought. While water sales decreased, many costs of supplying water remain fixed. The Water Agency continues to work to control expenditures and minimize the level of increases. Sonoma Aqueduct customers pay a higher rate due to the debt service charge for the Eldridge-Madrone pipeline project, and due to debt service on proposed FY2018/2019 Water Revenue Bonds for the Sonoma Booster Pump Station Upgrade Project.

The rates will result in a 1 to 2 percent increase for households and businesses served by the Water Agency's contractors. The Water Agency's wholesale water rates are only a portion of the retailers' overall costs, which include their own cost of operations and maintenance of their system; therefore, even with this increase, the Water Agency's wholesale water rates are only a part of the total amount paid by residential and business customers of the retailers.

Discussion:

The prolonged drought had a dramatic impact on water demand. Deliveries since FY 2013/14 have decreased 27% and have resulted in a significant reduction in water sales revenue. In anticipation of both declining deliveries and revenues over the past several years, the Water Agency has taken proactive steps to mitigate the impact of declining revenues by prioritizing projects, relying on fund balance accumulated

in years leading up to the drought, and utilizing long range financial planning to not only spread the costs of large projects over a number of years, but also to optimize the use of bond proceeds and grant funds.

The Fiscal Year 2018/2019 budget provides appropriations to operate and maintain the Water Transmission System, implement projects required by the Russian River Biological Opinion, construct critical hazard mitigation infrastructure projects, and maintain a prudent reserve. Using proactive mitigation measures, the Water Agency has successfully contained costs and optimized the use of other sources of revenue to develop a budget that is reasonable, responsible, and fair, and that softens the rate impact to the 600,000 customers the Water Agency serves.

For purposes of establishing the charges for the next fiscal year, the Restructured Agreement requires the Water Agency to assume that the quantity of water to be delivered from each aqueduct of the Water Transmission System will be the same amount of water delivered during the 12 months preceding establishment of rates, or the average annual amount of water delivered during the preceding 36 months, whichever is less. The quantity of water delivered during the preceding 12 months was 43,848 acre-feet. The water rates calculated for Fiscal Year 2018/2019 utilize 41,768 acre-feet as a delivery estimate. This is the three-year annual average deliveries and represents a slight 0.78% increase over last year.

An Executive Summary of the Water Transmission Budget, including projected revenues, expenses, rates and capital projects, is provided in Attachment A1 – ‘Water Transmission Budget Executive Summary’. The recommended increase in total charges from the current fiscal year are identified in Attachment A2. Budget summaries are attached, including the projected Operations and Maintenance Fund revenues and expenses for Fiscal Year 2018/2019, and projected Fiscal Year 2018/2019 ending fund balances for various other funds (“Water Rate Calculations and Budget Summaries” - Attachment A3).

Attachment A4 – ‘Fiscal Year 2018/2019 Revenue Summary Chart’ delineates projected water use and rate changes by Water Agency customers. The Water Transmission System Operation and Maintenance charge, and charges for water management planning, watershed management and planning activities, recycled water/local supply projects, and water conservation/water use efficiency projects, and proposed rate increases are as follows:

Funds	Fiscal Year 2018/2019 Rate in Dollars per Acre-Foot	Increase (Decrease) from Fiscal Year 2017/2018 in Dollars	Percent Change	Description
Operations and Management	\$578.85	\$4.81	0.84%	Fiscal Year 2017/2018 rate is \$574.04. Fiscal Year 2018/2019 budget increase is attributable to flood and fire-related water quality studies, Russian River embankment repairs, and ongoing large non-routine maintenance projects such as water storage tank recoat projects, and aqueduct cathodic protection projects.

Water Management Planning	\$1.00	(\$2.14)	-68.11%	Fiscal Year 2017/2018 rate is \$3.14. Fund is for Urban Water Management Plan updates which occur every five years. The next Plan update is due in July 2021. Fiscal Year 2018/2019 budget is for responding to State Department of Water Resources and water contractor requests, tracking regulatory compliance changes, and coordinating with climate adaption strategic planning efforts.
Watershed Planning and Restoration	\$91.07	\$4.67	5.41%	Fiscal Year 2017/2018 rate is \$86.40. Fiscal Year 2018/2019 budget increase is for preparing the final flow environmental impact report, design for miles 4, 5, and 6 of the Dry Creek Habitat Enhancement Project, and building fund balance for construction in subsequent years. The rate is set to generate sufficient revenue to implement projects required under the National Marine Fisheries Service Biological Opinion.
Recycled Water and Local Supply	\$2.92	(\$7.09)	-70.83%	Fiscal Year 2017/2018 rate is \$10.01. In Fiscal Year 2018/2019, there is a decrease in groundwater management planning activities funded by the Water Transmission System as the focus shifts to the Groundwater Sustainability Agencies' Joint Powers Authorities. Budget for the Water Agency's contribution to the Santa Rosa Plain Joint Powers Authority is included in this fund. Funds for the Petaluma and Sonoma Joint Powers Authorities are budgeted in the Water Agency's General Fund. The Groundwater Sustainability Agencies will develop Groundwater Sustainability Plans under the Sustainable Groundwater Management Act.
Water Conservation	\$45.16	\$1.39	3.18%	Fiscal Year 2017/2018 rate is \$43.77. Fiscal Year 2018/2019 budget increase is for ongoing water conservation needs, assisting water contractors with their water use efficiency programs, administering the Department of Water Resources Water Energy Rebate Grant Program and passing through grant funds to water contractors and other partners. Fire-related water use efficiency activities and landscape plans for fire victims are expected to be ongoing in Fiscal Year 2018-2019.

Storage Facilities Bonds	\$41.04	(\$1.07)	-2.54%	Fiscal Year 2017/2018 rate is \$42.11. The rate is calculated by dividing debt service costs for storage projects by water deliveries for the water contractors that pay for storage projects. In Fiscal Year 2018/2019, there was a slight increase in debt service costs and a larger increase in water deliveries for storage projects resulting in a decrease in the rate.
Common Facilities Bonds	\$98.34	\$30.53	45.03%	Fiscal Year 2017/2018 rate is \$67.81. Fiscal Year 2018/2019 budget increase is to generate sufficient revenue to pay debt service on the proposed 2019 Water Revenue Bonds which will generate \$9.4 million in new money financing for capital projects, including several hazard mitigation projects (portion not funded by FEMA grants).
Sonoma Aqueduct Bonds	\$142.68	\$57.40	67.31%	Fiscal Year 2017/2018 rate is \$85.28. Fiscal Year 2018/2019 budget increase is to generate sufficient revenue to pay debt service on the proposed 2019 Water Revenue Bonds which will generate \$2.1 million in new money financing for the Sonoma Booster Pump Station Pumping and Electrical upgrade Project.
Santa Rosa Aqueduct Capital Fund	\$19.50	\$0.00	0.00%	Fiscal Year 2017/2018 rate is \$19.50. No change to the rate in Fiscal Year 2018/2019 budget. The rate generates revenue to build fund balance for future capital projects on the aqueduct.
Petaluma Aqueduct Capital Fund	\$19.50	\$0.00	0.00%	Fiscal Year 2017/2018 rate is \$19.50. No change to the rate in Fiscal Year 2018/2019 budget. The rate generates revenue to build fund balance for future capital projects on the aqueduct.
Sonoma Aqueduct Capital Fund	\$0.00	(\$32.00)	-100%	Fiscal Year 2017/2018 rate is \$32.00. At the request of the water contractors on the Sonoma Aqueduct, the rate was set to \$0 in Fiscal Year 2018/2019 to minimize the impact of the rate increase resulting from issuing 2019 Water Revenue Bonds for the Sonoma Booster Pump Station Pumping and Electrical Upgrade Project.

Under the Restructured Agreement, the Water Agency is required to submit a preliminary water transmission system budget to its Water Contractors by February 1 of each year. The preliminary budget for Fiscal Year 2017/2018 was sent to the Water Contractors on January 13, 2018. The Water Agency met several times with Water Contractor staff to develop working drafts of the budget, and on March 5, 2018, the Water Contractor's Technical Advisory Committee recommended approval of the draft budget. In March 2018, Water Agency staff made budget presentations and answered questions for many of the

Water Contractor’s elected bodies. On April 2, 2018, the Water Contractor’s Water Advisory Committee unanimously recommended adoption of the proposed budget by the Water Agency’s Board of Directors. Pursuant to Section 4.1 of the Restructured Agreement, the budget must be adopted by the Water Agency’s Board of Directors on or before April 30.

The Fiscal Year 2018/2019 bond and loan charges are summarized in Attachment 5.

Prior Board Actions:

4/11/2017: Board established water rates and charges for Water Agency’s water transmission system for Fiscal Year 2017/2018

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

County Goal 2: Economic and Environmental Stewardship. This supports Goal 2 by responsibly managing Water Agency finances.

Water Agency Organizational Goals and Strategies, Goal 2: Responsibly manage Water Agency finances

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		\$38,050,000	
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal		190,000	
Fees/Other		37,690,000	
Use of Fund Balance		170,000	
Contingencies			
Total Sources		\$38,050,000	

Narrative Explanation of Fiscal Impacts:

There is no fiscal impact in Fiscal Year 2017/2018 as the proposed rates become effective in Fiscal Year 2018/2019. Revenues from these charges pay for operations and maintenance of the water transmission system. The Water Agency anticipates revenues from water sales of \$37.7 million, \$2,440,000 in 2019 Water Revenue Bond Proceeds, \$190,000 in grant funds and \$170,000 in use of fund balance. Revenue and expenditures for Fiscal Year 2019/2020 will be determined based on water deliveries in calendar year 2018.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution Attachment 1 FY 17/18 Water Transmission Budget Attachment 2 FY 17/18 Water Charges Per Acre-Foot Attachment 3 FY 17/18 Water Rates Calculation and Budget Summaries Attachment 4 FY 17/18 Revenue Summary Attachment 5 FY 17/18 Debt Service Charges			
Related Items “On File” with the Clerk of the Board:			

nw\\S:\Agenda\water rates\04-17-2018 WA Water Rates for FY 18-19_summ.docm

CF/60-2-1 General (Policy & Rates)

Date: April 17, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Director of the Sonoma County Water Agency Establishing Water Rates and Charges for Agency's Water Transmission System for Fiscal Year 2018 – 2019 (All Districts)

Be It Resolved by the Board of Directors of the Sonoma County Water Agency that the following rates and charges be and they are hereby established as rates and charges for water service from the Sonoma County Water Agency's Water Transmission System for water delivered during Fiscal Year 2018 - 2019

CHARGES PER ACRE-FOOT FOR WATER USED FOR MUNICIPAL PURPOSES BY WATER CONTRACTORS *

	<u>Santa Rosa Aqueduct</u>	<u>Petaluma Aqueduct</u>	<u>Sonoma Aqueduct</u>
Operations & Maintenance Charge	\$578.85	\$578.85	\$578.85
Water Management Planning Sub-charge Watershed	\$1.00	\$1.00	\$1.00
Planning/Restoration Sub-charge	\$91.07	\$91.07	\$91.07
Recycled Water & Local Supply Sub-charge	2.92	2.92	2.92
Water Conservation Sub-charge	\$45.16	\$45.16	\$45.16
SUBTOTAL	\$719.00	\$719.00	\$719.00

Resolution #

Date:

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Revenue Bonds Charges			
Aqueduct Rev. Bonds Charge	0.00	0.00	142.68
Storage Fac. Rev. Bonds Charge	41.04	41.04	41.04
Common Fac. Rev. Bonds Charge	98.34	98.34	98.34
Aqueduct Capital Charge	19.50	19.50	0.00
TOTAL	\$877.88	\$877.88	\$1,001.06

*Water Contractors are the cities of Cotati, Petaluma, Rohnert Park, Santa Rosa, Windsor, and Sonoma, and the North Marin and Valley of the Moon Water Districts. All water contractors with the exception of North Marin Water District utilize the Agency's storage facilities. North Marin Water District does not pay a charge for storage.

WATER CHARGES TO OTHER THAN WATER CONTRACTORS

Monthly Meter Charge

1" meter or smaller	\$24.00
1½" meter	25.00
2" meter	26.00
3" meter	28.00
4" meter	29.00
6" meter	180.00
8" meter	197.00
10" meter	\$220.00

WHOLESALE CHARGE FOR WATER USED FOR MUNICIPAL PURPOSES

\$1,201.27 / A.F.

Water purchased by private parties and water companies engaged in retail sale of water to others and all tax-supported public agencies.

FORESTVILLE CHARGE

\$877.88 / A.F.

Forestville's charge is the same as the total charge for Prime Contractors for water delivered from the Santa Rosa aqueduct except for the first ten years following the Restructured Agreement for Water Supply, Forestville shall not pay the Santa Rosa Aqueduct Capital Charge. Forestville to begin paying the Santa Rosa Aqueduct Capital Charge in FY 17/18.

Resolution #

Date:

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WINDSOR CHARGE

\$1,053.46 / A.F.

Town of Windsor is charged 120% of the highest charge for any other prime contractor on the Santa Rosa Aqueduct from FY 06/07 to FY 21/22. Town of Windsor pays all subcharges on all water they divert from the Russian River using their equipment.

CHARGE FOR SURPLUS WATER

Non-Municipal use (primarily for irrigation)

meter charge + **\$862.80 / A.F.**

Municipal use (groundwater recharge/recreational lakes)

\$862.80 / A.F.

CHARGE FOR FIRE SERVICE

Annual charge of \$300.00

Annual inspection and certification for back-flow prevention.

CHARGE FOR HYDRANT

Annual charge of \$64.00

Unmetered hydrants for fire protection.

CHARGE FOR FOURTH OFF-PEAK SURPLUS WATER

\$1,093.33 / A.F.

Marin Municipal Water District includes Russian River Conservation and Project Charges.

CHARGE FOR SUPPLEMENTAL WATER

\$1,093.33 / A.F.

Marin Municipal Water District includes Russian River Conservation and Project Charges.

RUSSIAN RIVER CONSERVATION

CHARGE

\$109.75 / A.F.

Applicable to North Marin and Marin Municipal Water Districts.

RUSSIAN RIVER PROJECTS CHARGE

\$9.13 / A.F.

Applicable to North Marin and Marin Municipal Water Districts.

NORTH MARIN REVENUE BONDS

CHARGE

\$56.29 / A.F.

Applicable to North Marin Water District.

Resolution #

Date:

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WATER SERVICE INSTALLATION CHARGES

- (1) All new installations (hydrants and meters) will be quoted on a case-by-case basis by the Agency.
- (2) Price for meters and hydrant, includes piping for a maximum distance from aqueduct of 10 feet.
- (3) Temporary Meter Installation - To be installed and disassembled by Agency. The backflow device shall be specified by the Agency, but may be provided by the applicant. Meter may be provided by the applicant. Testing of the backflow device and accuracy testing of the meter will be accomplished by the Agency. The temporary meter installation charge will be quoted by the Agency.

Directors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

FY 2018/2019 Water Transmission Budget

Overview

The proposed budget for FY 2018/2019 is based on accomplishing a focused set of goals centered around the Water Agency’s Water Supply Strategy Action Plan, including the required elements of the Biological Opinion, continued implementation of hazard mitigation and reliability projects, and maintenance of facilities. Whenever possible, alternative sources of revenue such as federal and state grants, existing fund balances, and bond financing will be used to finance capital projects. Additionally, per agreement with the Water Advisory Committee, a discretionary aqueduct capital charge is included in the budget to build fund balance for future capital projects and avert rate spikes in subsequent years. This budget allows the Agency to meet the operations, maintenance, capital, and regulatory demands of the system, assumes reasonable deliveries in line with recent years, maintains fund balances within policy for prudent reserve, and provides rate increases that are in line with the Long Range Financial Plan target of 4 to 6%.

Deliveries

For purposes of establishing the budget and rates for the next fiscal year, the Restructured Agreement requires that the quantity of water delivered from the aqueducts of the Water Transmission System be the amount of water delivered during the 12 months preceding establishment of rates, or the average annual amount of water delivered during the preceding 36 months, whichever is less. The 12 month actual deliveries through December 2017 were 43,848 acre-feet. The 3 year annual average was 41,768 acre-feet. Accordingly, per the Restructured Agreement, the budget and rates are based on 41,768 acre-feet in deliveries. Budgeted and actual deliveries have averaged 45,000 acre-feet over the past five years. Actual deliveries for FY2017/2018 are projected at less than 45,000 acre-feet.

Rates

The resulting rates for 41,768 acre-feet are shown below:

Charge / Aqueduct	Santa Rosa	Petaluma	Sonoma
Deliveries (Acre-Feet)	41,768		
O&M	\$578.85	\$578.85	\$578.85
Water Management Planning	\$1.00	\$1.00	\$1.00
Watershed Planning & Restoration	\$91.07	\$91.07	\$91.07
Recycled Water and Local Supply	\$2.92	\$2.92	\$2.92
Water Conservation	\$45.16	\$45.16	\$45.16
Total O&M	\$719.00	\$719.00	\$719.00
Storage & Common Bond/Loan Charges	\$139.38	\$139.38	\$139.38
Sonoma Aqueduct Bond/Loan Charge			\$142.68
Prime Contractors	\$858.38	\$858.38	\$1,001.06

Charge / Aqueduct	Santa Rosa	Petaluma	Sonoma
<i>Discretionary Charges</i>			
Capital Charges - to build fund balance for future projects	\$19.50	\$19.50	\$0.00
Local Recycled Water Tier 2 Program	\$0.00	\$0.00	\$0.00
<i>Prime Contractors</i>	\$19.50	\$19.50	\$0.00
<i>Total Prime Contractors</i>	\$877.88	\$877.88	\$1,001.06
Total Overall Increase:	3.67%	3.67%	5.98%

Water Transmission System Fund

Revenues

Total revenue of the Water Transmission System Agency Fund is budgeted to increase by 3.15% or \$1,150,000 to \$37,690,000. This total revenue is comprised of numerous revenue categories, the biggest of which is water sales. Other revenue sources are grants, power sales, meter service installation charges, revenue bond proceeds, and interest on cash balances.

Water rates and therefore water revenues will not increase enough to pay for all of the budgeted capital expenses on a “pay-go” basis. Water Agency staff proposes to use \$190,000 in grant funds, \$170,000 in fund balance, and \$2,440,000 in revenue bond proceeds (in excess of the prudent reserve) to make up the difference.

Expenses

Expenses for operations and maintenance, capital improvement projects, and sub-funds are as follows:

	FY17-18		FY18-19		Change
Operations and Maintenance	\$22.00	Million	\$23.13	Million	\$1,130,000
Capital Projects	\$5.59	Million	\$5.21	Million	(\$390,000)
Biological Opinion Compliance, Water Supply Planning, Water Conservation	\$6.68	Million	\$6.05	Million	(\$630,000)
Debt Service	\$4.22	Million	\$5.47	Million	\$1,250,000
Aqueduct Capital Contribution	\$750,000		\$630,000		\$120,000)
Totals	\$39.24	Million	\$40.49	Million	\$1,240,000

Grants, Use of Fund Balance, and Bond Proceeds	\$2,720,000	\$2,800,000	\$80,000
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Capital Projects

Project	Category	Amount
LHMP - Program Design (for Future FEMA Funds)	Storage	25,000
Mainline Valve Replacement (Jennings Ave)	Santa Rosa AQ	50,000
Ely BPS Flood Control & Electrical Upgrade	Petaluma AQ	480,000
LHMP - Program Design (for Future FEMA Funds)	Petaluma AQ	25,000
Wilfred Booster Station Electrical Upgrade	Petaluma AQ	650,000
MSN Segment C2 - HOV Lane - Lakeville to Old Redwood Hwy.	Petaluma AQ	100,000
Marin Sonoma Narrows Segment B2	Petaluma AQ	20,000
LHMP - Program Design (for Future FEMA Funds)	Sonoma AQ	30,000
SBS Electrical Upgrade and Pumping Reliability	Sonoma AQ	100,000
Caisson 5 Motor & Discharge Head Replacements	Common	230,000
LHMP - Program Design (for Future FEMA Funds)	Common	25,000
Mirabel Dam Bladder Replacement	Common	1,052,874
Mirabel RR Crossing Fiber Optic Cable Relocation	Common	280,000
RDS Motor Control Center Replacement	Common	455,000
RDS Pump and Motor Replacement	Common	80,000
System-wide Meter Replacements	Common	80,000
Warm Springs Dam Hydroturbine Retrofit	Common	1,120,000
Wohler Plant Access Rd. Retaining Wall	Common	180,000
Wohler Motor Replacements - Collectors 1&2	Common	200,000
WTS Equipment Building	Common	25,000
	TOTAL	5,207,874
	Storage	25,000
	Santa Rosa AQ	50,000
	Petaluma AQ	1,275,000
	Sonoma AQ	130,000
	Common	3,727,874
		5,207,874

WATER TRANSMISSION SYSTEM
 FY18-19 WATER CHARGES PER ACRE-FOOT
 FOR PRIME CONTRACTORS

FISCAL YEAR	SANTA ROSA AQUEDUCT	% INCR. (DECR.)	PETALUMA AQUEDUCT	% INCR. (DECR.)	SONOMA AQUEDUCT	% INCR. (DECR.)
2018 - 2019	877.88	3.67%	877.88	3.67%	1001.06	5.98%
2017 - 2018	846.78		846.78		944.56	
2016 - 2017	806.59		806.59		894.62	
2015 - 2016	761.05		761.05		836.55	
2014 - 2015	730.68		730.68		793.24	
2013 - 2014	705.30		705.30		768.75	
2012 - 2013	672.03		672.03		740.34	
2011 - 2012	634.11		634.11		703.33	
2010 - 2011	603.92		603.92		674.47	
2009 - 2010	564.78		564.78		622.11	
2008 - 2009	471.13		511.13		486.22	
2007 - 2008	441.70		461.70		453.49	
2006 - 2007	431.29		451.29		442.60	
2005 - 2006	412.68		432.68		424.53	
2004 - 2005	402.51		422.51		414.42	
2003 - 2004	393.89		413.89		407.95	
2002 - 2003	387.49		397.90		387.43	
2001 - 2002	383.29		384.02		373.38	
2000 - 2001	330.76		331.61		320.74	

Water Transmission FY 2018-2019 Draft Budget and Rates

The draft proposed FY 18-19 rates are shown in the table below:

Charge / Aqueduct	Santa Rosa	Petaluma	Sonoma
Deliveries (Acre-Feet)	41,768		
O&M	\$578.85	\$578.85	\$578.85
Water Management Planning	\$1.00	\$1.00	\$1.00
Watershed Planning & Restoration	\$91.07	\$91.07	\$91.07
Recycled Water and Local Supply	\$2.92	\$2.92	\$2.92
Water Conservation	\$45.16	\$45.16	\$45.16
Total O&M	\$719.00	\$719.00	\$719.00
Storage & Common Bond/Loan Charges	\$139.38	\$139.38	\$139.38
Sonoma Aqueduct Bond/Loan Charge			\$142.68
Prime Contractors	\$858.38	\$858.38	\$1,001.06
<i>Discretionary Charges</i>			
Capital Charges - to build fund balance for future projects	\$19.50	\$19.50	\$0.00
Local Recycled Water Tier 2 Program	\$0.00	\$0.00	\$0.00
Prime Contractors	\$19.50	\$19.50	\$0.00
Total Prime Contractors	\$877.88	\$877.88	\$1,001.06
Total Overall Increase:	3.67%	3.67%	5.98%

SUMMARY

- **Deliveries: (Budget Packet Pages 8-13):**
 - **FY18-19:** rates are based on budgeted deliveries of **41,768 Acre-Feet (AF)**. Per the Restructured Agreement for Water Supply, rates are calculated using the *lesser* of: the average annual water deliveries for the past 36 months (41,768 AF) or the last 12 months of water deliveries (Calendar Year (CY) 2017: 43,848 AF). Actual deliveries for CY 2017 were 7.12% more than CY 2016: 40,932 AF. FY18-19 budgeted deliveries are 0.78% more than FY17-18 budgeted deliveries.
 - **FY17-18:** budgeted deliveries for rate calculation were based on the last 12 months of actual water deliveries (CY 2016: 41,446 AF). Actual FY deliveries will be determined at the end of FY17-18. Current trend indicates actuals may be close to budget. Water deliveries could possibly decrease by 5% due to the Sonoma Complex Fires. A decrease of more than 5% would result in water sales revenue below budget which could impact future rates.
 - **FY16-17:** budgeted deliveries were 40,524 AF. Actual deliveries were 40,356 AF (0.41% lower).
- **Operations and Maintenance (O&M) – Water Transmission O&M Fund (Budget Packet Pages 14-21):**
 - In accordance with the Restructured Agreement for Water Supply:
 - The rate is calculated by dividing operations and maintenance expenditures (less specific cash and noncash revenues and expenditures) by budgeted deliveries.

O&M Fund	Increase (Decrease) in Dollars	Percent Change	Description
Rate per AF	\$4.81	0.8%	Routine services and supplies and large non-routine maintenance project costs are increasing.
Revenue	\$1,151,997	3.2%	Increase attributable to budgeted deliveries and the total overall rate increase which includes higher charges for watershed planning and restoration, and new money financing for capital projects in FY 2018-2019.
Expenditures	\$995,676	2.3%	Increase due to flood and fire-related water quality studies, Russian River embankment repairs, and ongoing large non-routine maintenance projects.

Factors affecting the O&M rate:

O&M Fund Expenditures	Increase (Decrease) in Dollars	Percent Change	Description
Labor	\$600,000	4.3%	Increase attributable to a) 3% cost of living increase in Fiscal Year 2017-2018 after water transmission budget was approved, and b) additional labor for flood and fire-related water quality studies and Russian River embankment repairs, and ongoing large non-routine maintenance projects.
Power	\$100,000	3.1%	Expected to decrease \$230,000 over Fiscal Year 2016-2017 actuals (\$3.53 million) but increase \$100,000 over Fiscal Year 2017-2018 budget due to increased pumping from slightly higher water deliveries.
Chemicals	\$90,000	15.0%	Expected to increase \$10,000 over Fiscal Year 2016-2017 actuals, and \$15,000 over Fiscal Year 2017-18 estimated actuals. Increase in deliveries results in an increase in treatment costs. Fiscal Year 2017-2018 budget underestimated treatment costs.
Testing/Analysis	\$5,000	3.8%	Increase due to slightly higher water deliveries and corresponding need for laboratory testing and analysis.
Contract Services	\$260,000	18.7%	Increase due to flood and fire-related water quality studies, Russian River embankment repairs, and ongoing large non-routine maintenance projects.
Maintenance - Equipment	(\$254,000)	-20.4%	Budget is aligned more closely with Fiscal Year 2016-2017 actuals.
Small Tools - Instruments	\$40,000	28.6%	Increase to align more closely with Fiscal Year 2016-2017 actuals.
Operating Transfers	(\$76,000)	-0.6%	Operating Transfers (OT's) move revenue generated by rates into respective funds (debt service funds, subfunds, aqueduct capital funds and Common Facilities) and maintain appropriate fund balance.

• **Subfunds: (Budget Packet Pages 22-31):**

- Subfund rates are calculated by dividing subfund expenditures minus grant revenue by budgeted water deliveries.
- Water Management Planning:

- Expenditures are for Urban Water Management Planning (UWMP) which is required to be updated every five years. In intervening years, the Water Agency typically incurs minimal costs to review regulatory requirements and revise the scope of work accordingly but will maintain modest rate increases to smooth the rate and soften impact to rate payers.

Water Management Planning	Increase (Decrease) in Dollars	Percent Change	Description
Rate per AF	(\$2.14)	-68.1%	Fiscal Year 2017-2018 rate is \$3.14. Fund is for Urban Water Management Plan updates. Past rate increases have accumulated sufficient fund balance for Fiscal Year 2021 Urban Water Management Plan resulting in a rate decrease for Fiscal Year 2018-2019.
Revenue	(\$93,424)	-66.4%	Decrease due to reduced rate increase. Target fund balance for Fiscal Year 2021 Urban Water Management Plan has been reached.
Expenditures	\$0	0.0%	Budget of \$25,000 comparable to Fiscal Year 2017-2018 for follow-up meetings, responding to State Department of Water Resources and contractor requests, tracking regulatory compliance changes, and coordinating with climate adaption strategic planning efforts.

- Watershed Planning and Restoration:

- Expenditures are for planning, design, and implementation of watershed restoration projects and projects required under the Biological Opinion.

Watershed Planning and Restoration	Increase (Decrease) in Dollars	Percent Change	Description
Rate per AF	\$4.67	5.4%	Fiscal Year 2017-2018 rate is \$86.40. Rate increase to build fund balance for Dry Creek Habitat Enhancements miles 4, 5, and 6 construction to smooth impact of future rates.
Revenue	\$234,323	6.1%	Increase due to slightly increased Fiscal Year 2018-2019 budgeted water deliveries and subfund rate increase as compared to Fiscal Year 2017-2018 budget.
Expenditures	(\$1,077,000)	-24.0%	Decrease due to encumbering Dry Creek Habitat Enhancements miles 4, 5, and 6 design agreements in Fiscal Year 2017-2018, progress on draft and final flow EIR, and climate adaption projects.

- Recycled Water and Local Supply:
 - Expenditures are for planning, design, and implementation of recycled water and local supply projects including water contractor projects under the Local Recycled Water Tier 2 (LRT2) Program.

Recycled Water and Local Supply	Increase (Decrease) in Dollars	Percent Change	Description
Rate per AF	(\$7.09)	-70.8%	Fiscal Year 2017-2018 rate is \$10.01 for Water Agency role in Santa Rosa Plain Groundwater Sustainability Agency. Past rate increases have accumulated sufficient fund balance for aquifer storage and recovery project. Fiscal Year 2017-2018 and Fiscal Year 2018-2019: TAC has not included Local Recycled Water Tier 2 (LRT2) funding in the budget.
Revenue	(\$310,248)	-69.6%	Decrease due to reduced rate increase. Target fund balance for aquifer storage and recovery project has been reached.
Expenditures	\$7,000	6.1%	Increase is for Water Agency share of Santa Rosa Plain Groundwater Sustainability Agency groundwater sustainability plan.

- Water Conservation:
 - Expenditures are for water use efficiency projects, outreach, and education.

Water Conservation	Increase (Decrease) in Dollars	Percent Change	Description
Rate per AF	\$1.39	3.2%	Fiscal Year 2017-2018 rate is \$43.77. Rate increase for program needs. Fiscal Year 2017-2018 use of \$290,000 in fund balance to reduce rate increase.
Revenue	\$212,055	10.0%	Increase due to DWR Water Energy Grant and funding agreements with water contractors.
Expenditures	\$438,672	21.3%	Implement water use efficiency, outreach and education projects, address ongoing water conservation needs, and pass through grant funds to water contractors and other partners. Fire-related water use efficiency activities expected to be ongoing in FY 2018-2019.

- **Storage, Common, and Sonoma Bond/Loan Charges: (Budget Packet Pages 43-56):**
 - The rates are calculated by dividing the annual debt service and reserve requirements (2012A, 2015A, and proposed 2019A Water Revenue Bonds) by water deliveries. The rate increases shown below are attributed to the proposed new money financing (Water Revenue Bonds 2019A); Total \$11.5M, 3.4% 25 years.

Storage and Common Bond/Loan Charges	Increase (Decrease) in Dollars	Percent Change	Description
Storage Bond/Loan Charge	(\$1.07)	-2.5%	Fiscal Year 2017-2018 rate is \$42.11. Rate is based on revenue requirement for debt service divided by water deliveries. Flat debt service with slight increase in water deliveries results in rate decrease.
Common Bond/Loan Charge	\$30.53	45.0%	Fiscal Year 2017-2018 rate is \$67.81. Increase resulting from new money financing in FY 2018-2019 for Common Facilities capital projects. \$9.4M, 25 years, 3.4%.
Sonoma Aqueduct Bond/Loan Charge	\$57	67.3%	Fiscal Year 2017-2018 rate is \$67.81. Sonoma Aqueduct pays an additional revenue bond charge for the bonds associated with the Eldridge-Madrone Pipeline Project. Increase resulting from new money financing in FY 2018-2019 for Sonoma Booster Station (SBS) Electrical Upgrade and Pumping Reliability Project. \$2.1M, 25 years, 3.4%.

- **Aqueduct Capital Charge: (Budget Packet Page 1):**
 - A discretionary charge is added by the water contractors to build fund balance for future aqueduct capital projects and minimize rate spikes.
 - The FY17-18 budget included a rate per AF of \$19.50 for the Santa Rosa and Petaluma Aqueducts and \$32 for the Sonoma Aqueduct to increase fund balance for known needed future capital projects.
 - FY18-19 draft budget includes these same aqueduct capital charges for the Santa Rosa and Petaluma Aqueducts. An Aqueduct Capital Charge for the Sonoma Aqueduct has not been included in the draft FY18-19 budget to reduce the rate impact of the proposed new money bond financing for the SBS Electrical Upgrade and Pumping Reliability Project.

- **Overall Draft Proposed Rate Increases: (Budget Packet Pages 1-7):**
 - 3.67% (Santa Rosa and Petaluma Aqueducts)
 - 5.98% (Sonoma Aqueduct)
 - Due to the Sonoma Complex Fires, water deliveries are uncertain. The Water Agency estimates that water deliveries potentially could decrease by up to 5%. The TAC Ad Hoc budget subcommittee indicated that decreases in water deliveries due to the fires were not anticipated to be significant enough to warrant recommending a lower water deliveries figure for the water rate calculation. As an example, all budgeted expenditures remaining the same, a 4.42% decrease in deliveries from 41,768 AF to 40,000 AF would result in a rate increase exceeding 8%. Per the Restructured Agreement, a different water deliveries figure other than 41,768 AF may be considered due to drought or other water supply reduction condition.
 - This is the fourth draft of the budget. Every effort has been made to prepare a budget that allows us to meet the operations, maintenance, capital, and regulatory demands of the system while maintaining fund balances within the prudent reserve policy. Factors working in our favor include federal and state grant funds, use of fund balance, and bond proceeds for capital projects totaling \$8.2M in FY17-18 and \$7.4M in FY18-19. This budget has been developed to facilitate collaborative discussions in order to achieve a budget and rate package that is responsible and financially sound.

FY2018-2019 Capital Projects

(Budget Packet Pages 32-42):

Project	Category	Amount
LHMP - Program Design (for Future FEMA Funds)	Storage	25,000
Mainline Valve Replacement (Jennings Ave)	Santa Rosa AQ	50,000
Ely BPS Flood Control & Electrical Upgrade	Petaluma AQ	480,000
LHMP - Program Design (for Future FEMA Funds)	Petaluma AQ	25,000
Wilfred Booster Station Electrical Upgrade	Petaluma AQ	650,000
MSN Segment C2 - HOV Lane - Lakeville to Old Redwood Hwy.	Petaluma AQ	100,000
Marin Sonoma Narrows Segment B2	Petaluma AQ	20,000
LHMP - Program Design (for Future FEMA Funds)	Sonoma AQ	30,000
SBS Electrical Upgrade and Pumping Reliability	Sonoma AQ	100,000
Caisson 5 Motor & Discharge Head Replacements	Common	230,000
LHMP - Program Design (for Future FEMA Funds)	Common	25,000
Mirabel Dam Bladder Replacement	Common	1,052,874
Mirabel RR Crossing Fiber Optic Cable Relocation	Common	280,000
RDS Motor Control Center Replacement	Common	455,000
RDS Pump and Motor Replacement	Common	80,000
System-wide Meter Replacements	Common	80,000
Warm Springs Dam Hydroturbine Retrofit	Common	1,120,000
Wohler Plant Access Rd. Retaining Wall	Common	180,000
Wohler Motor Replacements - Collectors 1&2	Common	200,000
WTS Equipment Building	Common	25,000
	TOTAL	5,207,874
	Storage	25,000
	Santa Rosa AQ	50,000
	Petaluma AQ	1,275,000
	Sonoma AQ	130,000
	Common	3,727,874
		5,207,874

**Sonoma County Water Agency
FY18-19 Water Transmission Budget and Rates**

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FY18-19 Prime Contractor Rates Summary

	CHARGE PER ACRE FOOT:						Percent Change
	Santa Rosa	Petaluma	Sonoma	FY17-18			
	Aqueduct	Aqueduct	Aqueduct	SR	Pet	Son	
O&M Charge [4.2]	578.85	578.85	578.85	\$574.04	\$574.04	\$574.04	0.84%
Water Management Planning Sub-charge	1.00	1.00	1.00	\$3.14	\$3.14	\$3.14	-68.11%
Watershed Planning/Restoration Sub-charge	91.07	91.07	91.07	\$86.40	\$86.40	\$86.40	5.41%
Recycled Water & Local Supply Sub-charge	2.92	2.92	2.92	\$10.01	\$10.01	\$10.01	-70.83%
Water Conservation Sub-charge [4.16]	45.16	45.16	45.16	\$43.77	\$43.77	\$43.77	3.18%
O&M Charge	719.00	719.00	719.00	\$717.36	\$717.36	\$717.36	0.23%
Storage and Common Bond & Loan Charge	139.38	139.38	139.38	\$ 109.92	\$ 109.92	\$ 109.92	26.80%
Sonoma Aqueduct Bond Charge			142.68			\$ 85.28	67.3%
PRIME CONTRACTORS	\$858.38	\$858.38	\$1,001.06	\$ 827.28	\$827.28	\$912.56	
Capital Charges - to build fund balance for future projects	19.50	19.50	0.00	\$ 19.50	\$ 19.50	\$ 32.00	0%
Local Recycled Water Tier 2 Program	0.00	0.00	0.00	\$0.00	\$ -	\$ -	0%
PRIME CONTRACTORS	19.50	19.50	0.00	\$ 19.50	\$ 19.50	\$ 32.00	0%
				2.56%	2.56%	2.31%	
TOTAL PRIME CONTRACTORS	\$877.88	\$877.88	\$1,001.06	\$ 846.78	\$846.78	\$944.56	
Increase from FY 17-18	3.67%	3.67%	5.98%	4.98%	4.98%	5.58%	

Note: the Local Recycled Water Tier 2 Program rate is included in the Recycled Water and Local Supply Sub-charge on the Water Rates page.

WATER TRANSMISSION SYSTEM
 FY18-19 WATER CHARGES PER ACRE-FOOT
 FOR PRIME CONTRACTORS

FISCAL YEAR	SANTA ROSA AQUEDUCT	% INCR. (DECR.)	PETALUMA AQUEDUCT	% INCR. (DECR.)	SONOMA AQUEDUCT	% INCR. (DECR.)
2018 - 2019	877.88	3.67%	877.88	3.67%	1001.06	5.98%
2017 - 2018	846.78		846.78		944.56	
2016 - 2017	806.59		806.59		894.62	
2015 - 2016	761.05		761.05		836.55	
2014 - 2015	730.68		730.68		793.24	
2013 - 2014	705.30		705.30		768.75	
2012 - 2013	672.03		672.03		740.34	
2011 - 2012	634.11		634.11		703.33	
2010 - 2011	603.92		603.92		674.47	
2009 - 2010	564.78		564.78		622.11	
2008 - 2009	471.13		511.13		486.22	
2007 - 2008	441.70		461.70		453.49	
2006 - 2007	431.29		451.29		442.60	
2005 - 2006	412.68		432.68		424.53	
2004 - 2005	402.51		422.51		414.42	
2003 - 2004	393.89		413.89		407.95	
2002 - 2003	387.49		397.90		387.43	
2001 - 2002	383.29		384.02		373.38	
2000 - 2001	330.76		331.61		320.74	

**WATER TRANSMISSION SYSTEM
FY18-19 REVENUE SUMMARY CHART**

WATER CUSTOMER	FY18-19 Budgeted Water Use (Acre-Feet)	FY17-18 Rate \$/Acre-Foot	FY18-19 Proposed Rate \$/Acre-Foot	Dollar Change	Percent Change
Santa Rosa Aqueduct	16,102	\$846.78	\$877.88	\$31.10	3.67%
Petaluma Aqueduct	9,658	846.78	877.88	\$31.10	3.67%
Sonoma Aqueduct	3,707	944.56	1,001.06	\$56.50	5.98%
North Marin Water Dist.	5,166	886.28	894.17	\$7.89	0.89%
Marin Municipal – Fourth Off Peak	4,300	1,058.79	1,093.33	\$34.54	3.26%
Marin Municipal – Supplemental	968	1,058.79	1,093.33	\$34.54	3.26%
Forestville Aqueduct	373	846.78	877.88	\$31.11	3.67%
Wholesale/Municipal	921	1,133.47	1201.27	\$67.80	5.98%
Surplus	70	860.83	862.80	\$1.97	0.23%
Windsor	503	1,016.14	1,053.46	\$37.31	3.67%
TOTAL	41,768				

SONOMA COUNTY WATER AGENCY RATES FOR WATER DELIVERIES IN FY18-19

[X] ESTIMATED [] OFFICIAL
Approved by Board of Directors on April ____, 2018

CHARGE PER ACRE FOOT:

	<u>Santa Rosa Aqueduct</u>	<u>Petaluma Aqueduct</u>	<u>Sonoma Aqueduct</u>
PRIME CONTRACTORS			
<u>O&M Charge [4.2]</u>	\$578.85	\$578.85	\$578.85
Water Management Planning Sub-charge [4.13]	\$1.00	\$1.00	\$1.00
Watershed Planning/Restoration Sub-charge [4.14]	\$91.07	\$91.07	\$91.07
Recycled Water & Local Supply Sub-charge [4.15]	\$2.92	\$2.92	\$2.92
Water Conservation Sub-charge [4.16]	\$45.16	\$45.16	\$45.16
O&M Charge	<u>\$719.00</u>	<u>\$719.00</u>	<u>\$719.00</u>
 <u>Bond & Loan Charges - to pay for existing debt service</u>			
Storage Facilities Capital Charge [4.7]	41.04	41.04	41.04
Common Facilities Capital Charge [4.8]	98.34	98.34	98.34
Sonoma Aqueduct Facilities Capital Charges [4.6 b]			142.68
<i>Total Bond & Loan Charges</i>	<u>\$139.38</u>	<u>\$139.38</u>	<u>\$282.06</u>
<i>Discretionary:</i>			
<u>Aqueduct Capital Charges - to build fund balance for future projects</u>			
Aqueduct Facilities Capital Charges [4.6 e]	19.50	19.50	0.00
LRT2 - included in Recycled Water & Local Supply Sub-Charge above.			
TOTAL PRIME CONTRACTORS	\$877.88	\$877.88	\$1,001.06
Charge without LRT2 and voluntary AQ Capital Charge	\$858.38	\$858.38	\$1,001.06
OTHER AGENCY CUSTOMERS/WHOLESALE CHARGES			
<u>(WATER CO'S & PUBLIC AGENCIES)</u>			
O&M Charge	\$719.00	\$719.00	\$719.00
Capital Charges	139.38	139.38	282.06
Aqueduct Facilities Capital Charge	\$342.89	\$342.89	\$200.21
TOTAL OTHER AGENCY CUSTOMERS/WHOLESALE CHARGES (4.12)	<u>\$1,201.27</u>	<u>\$1,201.27</u>	<u>\$1,201.27</u>
(120% OF HIGHEST PRIME)			
FORESTVILLE			
O&M Charge [4.2] *	\$578.85		
Water Management Planning Sub-charge [4.13]	1.00		
Watershed Planning/Restoration Sub-charge [4.14]	91.07		
Recycled Water & Local Supply Sub-charge [4.15]	2.92		
Water Conservation Sub-charge [4.16]	45.16		
O&M Charge	<u>\$719.00</u>		
<u>Bond & Loan Charges - to pay for existing debt service</u>			
Aqueduct Facilities Capital Charges [4.6]	19.50		
Storage Facilities Capital Charge [4.7]	41.04		
Common Facilities Capital Charge [4.8]	98.34		
<i>Total Capital Charges</i>	<u>\$158.88</u>		
TOTAL FORESTVILLE	\$877.88		
* Forestville Water District was exempt from Santa Rosa Aqueduct sub-charge from FY 06/07 to FY 16/17 [4.12].			
<u>NORTH MARIN WATER DISTRICT</u>			
O&M Charge		\$719.00	
North Marin Bond & Loan Charge [4.9]		56.29	
Russian River Conservation Charge [4.18 (a)]		109.75	
Russian River Projects Charge [4.18 (b)]		9.13	
TOTAL NORTH MARIN WATER DISTRICT		<u>894.17</u>	
<u>FOURTH OFF-PEAK (MARIN MUNICIPAL)</u>			
Highest Prime on SR and PET AQ x 1.11		\$974.45	
Russian River Conservation Charge		109.75	
Russian River Projects Charge		9.13	
TOTAL FOURTH OFF-PEAK		<u>\$1,093.33</u>	
<u>SUPPLEMENTAL (MARIN MUNICIPAL)</u>			
Highest Prime on SR and PET AQ x 1.11		\$974.45	
Russian River Conservation Charge		109.75	
Russian River Projects Charge		9.13	
TOTAL SUPPLEMENTAL		<u>\$1,093.33</u>	
SURPLUS			
Non-Municipal / Municipal [4.11 (a)]	\$862.80	\$862.80	\$862.80
(120% of O&M Charge)			
Town of Windsor		\$1,053.46	
Town of Windsor is charged 120% of the highest charge for any other prime contractor on the Santa Rosa Aqueduct from FY 06/07 to FY 21/22 [4.17 (a)]. Town of Windsor pays all subcharges [4.13, 4.14, 4.15, and 4.16] on all water they divert from the Russian River using their equipment [4.17 (b)].			
	\$1,053.46		

The applicable section of the Restructured Agreement has been indicated in brackets.

FY 2018-19 BUDGET
SONOMA COUNTY WATER AGENCY
Operations and Maintenance Rate Computation

O & M REVENUE REQUIREMENT

FY18-19	ESTIMATED FISCAL YEAR EXPENDITURES	\$44,493,437
LESS:		
	DepreciationAmortization	7,584,000
	Investment Income, Interest on Pooled Cash, Charges for Services	64,350
	Power Sales	100,000
	PWRPA Pre-paid Expense - FY 08/09 Rate Reduction- <i>One time only</i> "Mandatory Prudent Reserve" charge	
	Recycled Water funds (Sub-object 7277) taken from special reserve	0
	Transfers Out	11,664,411
		11,664,411
	REVENUE REQUIREMENT (Net Expenditures)	\$25,080,676

O & M ACRE FOOT BASE

DELIVERIES:		41,767.7
LESS:		
	Marin Municipal	5,268.1
	Surplus (Irrigation)	69.7
		69.7
	TOTAL BASE DELIVERIES	36,429.9

<u>O & M RATE COMPUTATION:</u>	
Rate = Revenue Requirement - (Marin Municipal Deliveries x 1.11 x 0.92568 x Highest Prime Rate on Petaluma or Santa Rosa Aqueduct - Subfunds)	
	Total Deliveries - Surplus Deliveries - Marin Muni Deliveries
	= $\frac{25,080,676 - (4,300.00 \times 758.02) - (968.09 \times 758.02)}{41,767.7 - 69.7 - 5,268.1}$
	* = 578.85

FY18-19
Proposed Water Rates

	<u>FY17-18</u>	<u>FY18-19</u>	% Change
	(Actual)	(Proposed)	
O&M Charge	574.04	578.85	0.84%
Water Management Planning Sub-Charge	3.14	1.00	-68.11%
Watershed Planning/Restoration Sub-Charge	86.40	91.07	5.41%
Recycled Water Sub-Charge	10.01	2.92	-70.83%
Water Conservation Sub-Charge	43.77	45.16	3.18%
Total O&M Charge	717.36	719.00	0.23%

Santa Rosa Aqueduct Rate

O&M Charge	717.36	719.00	0.23%
Aqueduct Facilities Capital Charges [4.6 e]	19.50	19.50	0.0%
Storage Facilities Capital Charge [4.7]	42.11	41.04	-2.54%
Common Facilities Capital Charge [4.8]	67.81	98.34	45.03%
TOTAL	846.78	877.88	3.67%

Petaluma Aqueduct Rate

O&M Charge	717.36	719.00	0.23%
Aqueduct Facilities Capital Charges [4.6 e]	19.50	19.50	0.0%
Storage Facilities Capital Charge [4.7]	42.11	41.04	-2.54%
Common Facilities Capital Charge [4.8]	67.81	98.34	45.03%
TOTAL	846.78	877.88	3.67%

Sonoma Aqueduct Rate

O&M Charge	717.36	719.00	0.23%
Aqueduct Facilities Capital Charges [4.6 e]	32.00	0.00	-100.0%
Storage Facilities Capital Charge [4.7]	42.11	41.04	-2.54%
Common Facilities Capital Charge [4.8]	67.81	98.34	45.03%
Sonoma Aqueduct Facilities Capital Charge	85.28	142.68	67.31%
TOTAL	944.56	1001.06	5.98%

SONOMA COUNTY WATER AGENCY
RUSSIAN RIVER CONSERVATION CHARGE COMPUTATION

FISCAL YEAR 2018-19

PROPERTY ASSESSMENT VALUES AS OF FY17-18:		Does not include reassessed values - not completed		
<u>TAX CODE</u>	<u>ENTITY</u>	<u>SECURED</u>	<u>UNSECURED</u>	<u>TOTAL VALUE</u>
14000	Forestville Co Water District	410,774,961	2,385,784	\$413,160,745
42800	City of Cotati	1,038,099,134	21,537,877	1,059,637,011
43500	City of Petaluma	9,376,435,252	392,215,823	9,768,651,075
43800	City of Rohnert Park	4,787,721,575	123,349,799	4,911,071,374
44500	City of Santa Rosa	22,660,631,118	657,993,149	23,318,624,267
45000	City of Sonoma	2,572,329,274	61,445,415	2,633,774,689
N/A	Valley of the Moon Water District	3,281,668,939	16,847,989	3,298,516,928
	<i>TOTAL</i>	\$44,127,660,253	\$1,275,775,836	\$45,403,436,089

Notes:

- 1 Total value of secured and unsecured property in service areas of Prime Water Contractors of Sonoma County (see above) \$45,403,436,089
- 2 2016-17 Sonoma County tax rate per \$100 of full cash value assessed for payment of Warm Springs Dam Project Obligations 0.007
- 3 Total tax levied on citizens residing in service areas of Prime Water Contractors of Sonoma County, i.e., (Line 1/100) x Line 2 \$3,178,241
- 4 Total acre feet of water delivered to Prime Water Contractors of Sonoma County (excluding North Marin and Town of Windsor) plus deliveries to Forestville during the prior 12 month period ending March 31. 28,957.95
- 5 Total Russian River Conservation Charge per Acre Foot (Line 3 / Line 4) \$109.75

Russian River Projects Charge
Historical calculations

RR Conservation Charge
Historical calculations

For FY	Calculated	Actual Charge	
07-08	21.4	\$20.00	\$52.70
08-09	25.08	\$20.00	\$58.44
09-10	24.68	\$20.00	\$57.70
10-11	24.4	\$20.00	\$74.62
11-12	23.44	\$20.00	\$72.27
12-13	20.38	\$20.00	\$72.08
13-14	14.72	\$14.72	\$63.30
14-15	8.72	\$8.72	\$63.90
15-16	12.39	\$12.39	\$69.38
16-17	12.96	\$12.96	\$78.73
17-18	13.08	\$13.08	\$105.78
18-19	9.13	\$9.13	\$109.75

**SCHEDULE OF WATER DELIVERIES BY AQUEDUCT
PAST 36 MONTHS / 12 MONTHS AVERAGE**

		DELIVERING AQUEDUCT				Monthly Total
		Santa Rosa	Petaluma	Forestville	Sonoma	
36	Jan-15	1,043.7	1,285.4	19.2	171.1	2,519.4
35	Feb-15	1,032.8	1,169.0	17.0	216.3	2,435.1
34	Mar-15	1,479.2	1,645.5	27.5	343.2	3,495.3
33	Apr-15	1,243.9	1,692.4	23.7	332.3	3,292.2
32	May-15	1,247.5	2,013.7	29.0	268.7	3,559.0
31	Jun-15	1,607.0	2,432.2	43.2	316.8	4,399.2
30	Jul-15	1,341.8	1,539.5	34.9	313.3	3,229.5
29	Aug-15	1,546.4	1,751.3	41.2	346.3	3,685.2
28	Sep-15	1,552.4	1,918.3	45.4	353.6	3,869.8
27	Oct-15	1,654.3	2,202.2	49.1	407.5	4,313.1
26	Nov-15	1,114.5	1,301.8	22.9	251.4	2,690.6
25	Dec-15	1,170.5	1,622.2	23.6	218.9	3,035.3
24	Jan-16	1,026.5	1,393.9	20.0	202.9	2,643.3
23	Feb-16	1,043.1	1,167.6	16.5	174.4	2,401.6
22	Mar-16	1,177.1	1,375.0	21.8	197.9	2,771.8
21	Apr-16	1,069.9	1,559.4	21.7	262.8	2,913.7
20	May-16	1,185.9	1,961.3	27.5	262.8	3,437.5
19	Jun-16	1,923.0	2,496.7	44.3	449.6	4,913.6
18	Jul-16	1,742.5	2,066.0	41.2	403.3	4,253.0
17	Aug-16	1,635.2	1,937.1	42.2	395.0	4,009.5
16	Sep-16	1,794.9	1,888.8	39.1	374.4	4,097.1
15	Oct-16	1,597.9	1,908.3	36.8	364.4	3,907.4
14	Nov-16	1,046.2	1,182.8	20.2	216.1	2,465.3
13	Dec-16	1,258.9	1,586.6	22.0	250.4	3,118.0
12	Jan-17	1,099.2	1,219.7	26.9	220.0	2,565.8
11	Feb-17	1,023.6	1,130.4	22.6	186.5	2,363.1
10	Mar-17	992.1	1,055.3	17.3	184.7	2,249.3
9	Apr-17	1,086.7	1,777.0	22.3	215.7	3,101.7
8	May-17	1,416.0	2,095.9	30.7	348.9	3,891.5
7	Jun-17	1,627.3	2,280.7	34.6	391.6	4,334.2
6	Jul-17	2,295.9	2,711.9	52.3	584.6	5,644.7
5	Aug-17	1,678.8	2,246.2	43.3	450.1	4,418.4
4	Sep-17	2,250.3	2,634.2	51.6	546.3	5,482.4
3	Oct-17	1,788.9	2,170.0	42.7	445.3	4,446.9
2	Nov-17	1,123.1	1,350.7	25.4	257.4	2,756.7
1	Dec-17	1,107.6	1,268.4	20.9	196.0	2,593.0
Total Deliveries		50,024.6	63,037.5	1,120.5	11,120.4	125,303.0
3-Year Annual Average		16,674.9	21,012.5	373.5	3,706.8	41,767.7
Past 12 Months		17,489.4	21,940.5	390.5	4,027.1	43,847.6
Total Deliveries		50,024.6	63,037.5	1,120.5	11,120.4	125,303.0
Less: North Marin			15,498.9			15,498.9
Marin Municipal			15,804.3			15,804.3
Sonoma Co. Deliveries		50,024.6	31,734.3	1,120.5	11,120.4	93,999.8
3-Year Annual Average		16,674.9	10,578.1	373.5	3,706.8	31,333.3

SONOMA COUNTY WATER AGENCY
 SCHEDULE OF ACTUAL PRIOR 12 MONTHS WATER DELIVERIES IN ACRE FEET (BY CUSTOMER TYPE)
 JANUARY THROUGH DECEMBER

SONOMA COUNTY WATER AGENCY
 ACTUAL WATER DELIVERY DISTRIBUTION BY AQUEDUCT (ACRE FEET)
 PRIOR 12 MONTHS

Aqueduct No.	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	TOTAL	**** DELIVERING AQUEDUCT ****			TOTAL
														Santa Rosa	Petaluma	Sonoma	
PRIMES														DELIVERED TO:			
1	1,042.3	969.7	931.7	1,013.6	1,339.5	1,551.3	2,164.0	1,587.0	2,132.1	1,702.7	1,081.7	1,069.7	16,585.2	CITY OF SANTA ROSA (A)			
2	413.6	402.8	416.3	508.8	675.4	774.9	1,043.2	810.0	963.4	811.6	558.8	487.2	7,866.0	923.3	0.0	119.0	1,042.3
2	382.4	356.1	331.0	245.9	303.6	420.5	703.6	574.3	637.2	519.2	303.5	421.0	5,198.3	853.6	0.0	116.1	969.7
2	189.8	163.9	116.4	128.4	207.0	241.5	389.5	319.0	356.7	300.8	203.5	144.5	2,761.0	766.9	0.0	164.8	931.7
2	23.8	23.1	22.6	27.8	36.8	51.2	66.5	55.0	71.9	57.7	36.0	26.3	498.9	810.1	0.0	203.5	1,013.6
1	34.0	32.8	38.7	49.7	46.4	37.7	59.8	40.0	59.8	41.2	32.4	31.0	503.5	1,084.3	0.0	255.2	1,339.5
4	127.0	83.9	71.9	98.2	160.1	198.7	296.8	241.6	279.4	233.4	126.6	91.7	2,009.3	1,185.8	0.0	365.4	1,551.3
														1,645.0	0.0	519.1	2,164.0
														1,332.3	0.0	254.7	1,587.0
														1,579.5	0.0	552.6	2,132.1
														1,399.5	0.0	303.3	1,702.7
														915.7	0.0	166.1	1,081.7
														891.9	0.0	177.8	1,069.7
														TOTAL SANTA ROSA			16,585.2
														13,387.7	0.0	3,197.4	16,585.2
OTHER AGENCY CUSTOMERS														OTHER PRIME CONTRACTORS (B)			
1	22.5	20.5	20.6	22.9	28.4	33.3	47.0	37.8	52.0	42.9	8.3	6.6	342.8	0.0	7,866.0		7,866.0
2	9.1	8.5	8.4	10.7	15.4	19.2	25.6	19.1	22.4	19.3	12.0	10.4	180.0		5,198.3		5,198.3
4	2.3	1.5	1.9	2.4	5.0	7.0	11.4	8.5	9.3	6.5	2.5	1.5	59.7		2,724.9		2,761.0
4	1.8	2.9	3.0	4.5	1.5	0.9	0.6	0.4	2.0	6.9	2.0	0.2	26.6		491.8		498.9
3	26.9	22.6	17.3	22.3	30.7	34.6	52.3	43.3	51.6	42.7	25.4	20.9	390.5				503.5
1	0.4	0.6	1.1	0.5	1.7	1.4	0.6	0.4	0.5	0.5	0.3	0.2	8.3				1,847.4
2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				2,009.3
4	0.5	0.5	0.6	0.6	0.8	1.0	2.4	2.1	2.2	1.1	0.7	0.6	13.0				2,009.3
														546.6	16,281.1	3,856.7	20,684.4
														TOTAL DELIVERIES TO PRIMES			37,269.6
														13,934.3	16,281.1	7,054.2	37,269.6
														LESS: NORTH MARIN			(5,198.3)
														13,934.3	11,082.8	7,054.2	32,071.3
														TOTAL SONOMA COUNTY DELIVERIES			32,071.3
														2,565.8	2,363.1	2,249.3	3,101.7
														3,891.5	4,334.2	5,644.7	4,418.4
														5,482.4	4,446.9	2,756.7	2,593.0
														43,847.6			

FY 2018-19 BUDGET
Water Transmission System Agency Fund
ESTIMATED WATER DELIVERIES AND WATER SALES - O&M plus Surcharges

REVENUE CATEGORY	ESTIMATED ACRE FEET DELIVERED	ESTIMATED RATES	ESTIMATED REVENUE
<u>WATER SALES - O&M</u>			
1 PRIMES without Subcharges	35,509.3	578.85	20,554,528
2 OTHER AGENCY CUSTOMERS	920.5	1,061.11	976,788
3 MARIN MUNICIPAL (OFF-PEAK)	4,300.0	758.02	3,259,468
4 MARIN MUNICIPAL (SUPPLEMENTAL)	968.1	758.02	733,829
5 SURPLUS CUSTOMERS	69.7	722.64	50,367
TOTAL WATER SALES - O&M	41,767.7	N/A	\$25,574,980

Note: MMWD rate adjusted per Amended MMWD Water Supply Agreements Effective 7/1/15.

Sub-Object 4175, 4176, 4177, and 4178

REVENUE CATEGORY	ESTIMATED ACRE FEET DELIVERED	ESTIMATED RATES	ESTIMATED REVENUE
<u>WATER SALES - Sub-charges</u>			
1a Water Management Planning Sub-charge [4.13]	41,767.7	1.00	41,772
1b Watershed Planning/Restoration Sub-charge [4.14]	41,767.7	91.07	3,803,958
1c Recycled Water & Local Supply Sub-charge [4.15]	41,767.7	2.92	122,000
1d Water Conservation Sub-charge [4.16]	41,767.7	45.16	1,886,222
TOTAL WATER SALES - Subcharges	41,767.7	N/A	\$5,853,952

FY 2018-19 BUDGET

Water Transmission System Agency Fund

SANTA ROSA AQUEDUCT ESTIMATED WATER DELIVERIES AND WATER SALES - O&M plus Surcharges

REVENUE CATEGORY	ESTIMATED ACRE FEET DELIVERED	ESTIMATED RATES	ESTIMATED REVENUE
<u>WATER SALES - O&M</u>			
1 SANTA ROSA AQUEDUCT	16,674.9	578.85	9,652,216

Sub-Object 4175, 4176, 4177, and 4178

REVENUE CATEGORY	ESTIMATED ACRE FEET DELIVERED	ESTIMATED RATES	ESTIMATED REVENUE
<u>WATER SALES - Sub-charges</u>			
1a Water Management Planning Sub-charge [4.13]	16,674.9	1.00	16,677
1b Watershed Planning/Restoration Sub-charge [4.14]	16,674.9	91.07	1,518,650
1c Recycled Water & Local Supply Sub-charge [4.15]	16,674.9	2.92	48,706
1d Water Conservation Sub-charge [4.16]	16,674.9	45.16	753,034
TOTAL WATER SALES - Subcharges	16,674.9	N/A	\$2,337,067

REVENUE CATEGORY	ESTIMATED ACRE FEET DELIVERED	ESTIMATED RATES	ESTIMATED REVENUE
<u>CAPITAL CHARGES</u>			
Aqueduct Facilities Capital Charges [4.6 e]	16,674.9	19.50	325,160
<u>BOND AND LOAN CAPITAL CHARGES</u>			
Storage Facilities Capital Charge [4.7]	16,674.9	41.04	684,351
Common Facilities Capital Charge [4.8]	16,674.9	98.34	1,639,744
Sonoma Aqueduct Facilities Capital Charges [4.6 b]	16,674.9	0.00	0
TOTAL WATER SALES - Capital & Bond and Loan Charges	16,674.9	N/A	\$2,649,255

TOTAL ESTIMATED REVENUE

\$14,638,538

FY 2018-19 BUDGET

Water Transmission System Agency Fund

PETALUMA AQUEDUCT ESTIMATED WATER DELIVERIES AND WATER SALES - O&M plus Surcharges

REVENUE CATEGORY	ESTIMATED ACRE FEET DELIVERED	ESTIMATED RATES	ESTIMATED REVENUE
<u>WATER SALES - O&M</u>			
1 PETALUMA AQUEDUCT	21,012.5	578.85	12,163,056

Sub-Object 4175, 4176, 4177, and 4178

REVENUE CATEGORY	ESTIMATED ACRE FEET DELIVERED	ESTIMATED RATES	ESTIMATED REVENUE
<u>WATER SALES - Sub-charges</u>			
1a Water Management Planning Sub-charge [4.13]	21,012.5	1.00	21,015
1b Watershed Planning/Restoration Sub-charge [4.14]	21,012.5	91.07	1,913,698
1c Recycled Water & Local Supply Sub-charge [4.15]	21,012.5	2.92	61,376
1d Water Conservation Sub-charge [4.16]	21,012.5	45.16	948,922
TOTAL WATER SALES - Subcharges	21,012.5	N/A	\$2,945,011

REVENUE CATEGORY	ESTIMATED ACRE FEET DELIVERED	ESTIMATED RATES	ESTIMATED REVENUE
<u>CAPITAL CHARGES</u>			
Aqueduct Facilities Capital Charges [4.6 e]	21,012.5	19.50	409,744
<u>BOND AND LOAN CAPITAL CHARGES</u>			
Storage Facilities Capital Charge [4.7]	21,012.5	41.04	862,372
Common Facilities Capital Charge [4.8]	21,012.5	98.34	2,066,292
Sonoma Aqueduct Facilities Capital Charges [4.6 b]	21,012.5	0.00	0
TOTAL WATER SALES - Capital & Bond and Loan Charges	21,012.5	N/A	\$3,338,408

TOTAL ESTIMATED REVENUE

\$18,446,475

FY 2018-19 BUDGET
Water Transmission System Agency Fund
SONOMA AQUEDUCT ESTIMATED WATER DELIVERIES AND WATER SALES - O&M plus Surcharges

REVENUE CATEGORY	ESTIMATED ACRE FEET DELIVERED	ESTIMATED RATES	ESTIMATED REVENUE
WATER SALES - O&M			
1 SONOMA AQUEDUCT	3,706.8	578.85	2,145,678

Sub-Object 4175, 4176, 4177, and 4178

REVENUE CATEGORY	ESTIMATED ACRE FEET DELIVERED	ESTIMATED RATES	ESTIMATED REVENUE
WATER SALES - Sub-charges			
1a Water Management Planning Sub-charge [4.13]	3,706.8	1.00	3,707
1b Watershed Planning/Restoration Sub-charge [4.14]	3,706.8	91.07	337,594
1c Recycled Water & Local Supply Sub-charge [4.15]	3,706.8	2.92	10,827
1d Water Conservation Sub-charge [4.16]	3,706.8	45.16	167,399
TOTAL WATER SALES - Subcharges	3,706.8	N/A	\$519,527

REVENUE CATEGORY	ESTIMATED ACRE FEET DELIVERED	ESTIMATED RATES	ESTIMATED REVENUE
CAPITAL CHARGES			
Aqueduct Facilities Capital Charges [4.6 e]	3,706.8	0.00	0
BOND AND LOAN CAPITAL CHARGES			
Storage Facilities Capital Charge [4.7]	3,706.8	41.04	152,131
Common Facilities Capital Charge [4.8]	3,706.8	98.34	364,513
Sonoma Aqueduct Facilities Capital Charges [4.6 b]	3,706.8	142.68	528,885
TOTAL WATER SALES - Capital & Bond and Loan Charges	3,706.8	N/A	\$1,045,529

TOTAL ESTIMATED REVENUE

\$3,710,734

**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title:

Water Transmission System Agency Fund

Section/Fund No:

44205

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEGINNING FUND BALANCE	4,459,322	4,901,253		1,834,429		

REVENUES

USE OF MONEY / PROPERTY

44002 Interest on Pooled Cash	102,682	64,350	64,350	64,350	0	0.00%
44003 Other Interest Earnings	0	0	0	0	0	N/A
44050 Unrealized Gains & Losses	(48,945)	0	0	0	0	N/A
44109 Concessions	0	0	0	0	0	N/A
44101 Rent - Real Estate	0	0	0	0	0	N/A
SUBTOTAL	53,737	64,350	64,350	64,350	0	0.00%

INTERGOVERNMENTAL REVENUES

42358 State Other Funding	0	0	0	0	0	N/A
42461 Federal Other Funding	41,363	(41,363)	0	0	0	N/A
42610 Other Governmental Agencies	350,000	49,277	0	0	0	N/A
42621 North Marin Water District	0	0	0	0	0	N/A
42701 Revenue Appl - PY Intergovmtl	0	0	0	0	0	N/A
SUBTOTAL	391,363	7,913	0	0	0	N/A

MISCELLANEOUS REVENUES

46021 Capital Grants - Federal	0	0	0	0	0	N/A
46027 Insurance Claims Reimbursement	222,627	0	0	0	0	N/A
46029 Donations/Contributions	0	0	0	0	0	N/A
46040 Miscellaneous Revenue	63,709	1,000	0	0	0	N/A
46041 Discounts Earned	370	350	0	0	0	N/A
46050 Cancelled/Stale Dated Warrants	0	1,000	0	0	0	N/A
46200 Revenue Appl PY Misc Revenue	3,272	22,000	0	0	0	N/A
46205 PY Revenue – Charges for Servi	0	0	0	0	0	N/A
46215 Other Grants	0	0	0	0	0	N/A
SUBTOTAL	289,978	24,350	0	0	0	N/A

CHARGES FOR SERVICES

45062 Construct/Bldg Permit Rvw Svcs	0	0	0	0	0	N/A
45065 Inspection Fees	0	0	0	0	0	N/A
45223 Sewer/Water Hook up Fees	23,820	9,925	20,000	0	(20,000)	(100.00%)
45301 Charges for Services	58,231	0	0	0	0	N/A
45314 Sale - Power	210,280	200,000	600,000	100,000	(500,000)	(83.33%)
45315 Sale - Water, Wholesale	22,612,209	24,947,139	24,947,139	25,574,980	627,841	2.52%
45316 Water Conservation	1,731,855	1,814,050	1,814,050	1,886,222	72,172	3.98%
45323 Common Fac Rev Bond Chg	1,804,511	2,348,686	2,348,686	3,365,157	1,016,471	43.28%
45324 Storage Fac Rev Bond Chg	1,083,794	1,277,939	1,277,939	1,283,085	5,146	0.40%
45325 Sonoma Aqueduct Rev Bond Chg	264,531	303,087	303,087	528,885	225,798	74.50%
45327 Santa Rosa Aqueduct Cap Chg	483,812	386,429	386,429	407,973	21,544	5.58%
45328 Petaluma Aqueduct Cap Chg	239,414	250,281	250,281	225,359	(24,922)	(9.96%)
45329 Sonoma Aqueduct Cap Chg	126,812	113,609	113,609	0	(113,609)	(100.00%)
45330 North Marin Rev Bond Chg	252,063	290,988	290,988	290,814	(174)	(0.06%)
45331 Water Mgmt Plan/Restore Chg	125,480	130,000	130,000	41,772	(88,228)	(67.87%)

Section Title:

Water Transmission System Agency Fund

Section/Fund No:

44205

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
45332 Watershed Plan/Restore Chg	3,414,580	3,581,000	3,581,000	3,803,958	222,958	6.23%
45333 Recycled Water & Local Supply	676,463	415,000	415,000	122,000	(293,000)	(70.60%)
45401 Revenue Appl PY Chgs for Svcs	(16,135)	0	0	0	0	N/A
SUBTOTAL	33,091,721	36,068,133	36,478,208	37,630,205	1,151,997	3.16%
OTHER FINANCING SOURCES						
47002 Sale of Capital Assets	48	0	0	0	0	N/A
47101 Transfers In - within a Fund	0	0	0	0	0	N/A
47102 Transfers In - btw Govtl Funds	0	0	0	0	0	N/A
SUBTOTAL	48	0	0	0	0	0
TOTAL REVENUES	33,826,847	36,164,746	36,542,558	37,694,555	1,151,997	3.15%

EXPENDITURES**SERVICES AND SUPPLIES**

51031 Waste Disposal Services	0	4,000	4,000	3,000	(1,000)	(25.00%)
51032 Janitorial Services	6,240	4,000	4,000	6,000	2,000	50.00%
51061 Maintenance - Equipment	916,135	1,697,000	1,247,000	993,000	(254,000)	(20.37%)
51071 Maintenance - Bldg & Improve	2,102	0	0	0	0	N/A
51072 Landscaping Services	0	0	0	0	0	N/A
51077 Maint-Infrastructure	0	0	0	0	0	N/A
51205 Advertising/Marketing Svc	476	4,000	4,000	500	(3,500)	(87.50%)
51209 Information Tech Svc (non ISD)	959	4,000	4,000	1,500	(2,500)	(62.50%)
51211 Legal Services	16,756	10,000	10,000	12,000	2,000	20.00%
51212 Outside Counsel - Legal Advice	4,532	8,000	8,000	4,500	(3,500)	(43.75%)
51214 Agency Extra/Temp Help	0	1,000	1,000	1,000	0	0.00%
51226 Consulting Services	0	0	0	0	0	N/A
51230 Security Services	1,813	1,100	0	4,320	4,320	N/A
51231 Testing/Analysis	124,502	130,000	130,000	135,000	5,000	3.85%
51241 Outside Printing and Binding	643	3,000	3,000	2,000	(1,000)	(33.33%)
51244 Permits/License/Fees	92,609	50,000	50,000	60,000	10,000	20.00%
51249 Other Professional Services	0	0	0	0	0	N/A
51301 Publications and Legal Notices	0	0	0	0	0	N/A
51401 Rents and Leases - Equipment	380,303	360,000	155,000	400,000	245,000	158.06%
51421 Rents and Leases - Bldg/Land	1,432	2,000	2,000	1,500	(500)	(25.00%)
51601 Training Services	12,636	12,000	12,000	14,000	2,000	16.67%
51602 Business Travel/Mileage	1,297	5,000	15,000	5,000	(10,000)	(66.67%)
51605 Private Car Expense	1,498	1,000	1,000	1,500	500	50.00%
51801 Other Services	14,307	18,000	18,000	16,000	(2,000)	(11.11%)
51803 Other Contract Services	1,288,026	4,169,689	1,389,080	1,648,580	259,500	18.68%
51902 Telecommunication Usage	87,872	90,000	90,000	90,000	0	0.00%
51911 Mail Services	231	0	0	300	300	N/A
51917 District Operations Chgs	14,352,177	13,500,000	13,900,000	14,500,000	600,000	4.32%
51921 Equipment Usage Charges	870,802	750,000	650,000	900,000	250,000	38.46%
52021 Clothing, Uniforms, Personal	13,060	10,000	10,000	13,000	3,000	30.00%
52031 Food	4,928	700	700	700	0	0.00%
52042 Janitorial Supplies	1,899	4,000	4,000	2,000	(2,000)	(50.00%)
52061 Fuel/Gas/Oil	2,806	10,000	10,000	9,000	(1,000)	(10.00%)

Section Title:

Water Transmission System Agency Fund

Section/Fund No:

44205

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
52071 Materials and Supplies Expense	1,552	120,000	180,000	3,000	(177,000)	(98.33%)
52072 Chemicals	679,601	675,000	600,000	690,000	90,000	15.00%
52081 Medical/Laboratory Supplies	24,737	25,000	25,000	25,000	0	0.00%
52091 Memberships/Certifications	43,967	45,000	45,000	45,000	0	0.00%
52101 Other Supplies	14,664	20,000	40,000	10,000	(30,000)	(75.00%)
52111 Office Supplies	9,804	10,000	10,000	10,000	0	0.00%
52115 Books/Media/Subscriptions	1,596	1,500	1,000	1,500	500	50.00%
52117 Mail and Postage Supplies	3,036	3,000	3,000	3,000	0	0.00%
52141 Minor Equipment/Small Tools	178,378	140,000	140,000	180,000	40,000	28.57%
52142 Computer Equipment/Accessories	1,021	7,000	7,000	6,000	(1,000)	(14.29%)
52143 Computer Software/Licensing Fees	19,423	30,000	22,000	30,000	8,000	36.36%
52162 Special Department Expense	0	0	0	0	0	N/A
52171 Water Conservation Program	0	0	0	0	0	N/A
52191 Utilities	585	500	500	500	0	0.00%
52193 Utilities - Electric	3,530,069	3,200,000	3,200,000	3,300,000	100,000	3.13%
SUBTOTAL	22,708,475	25,125,489	21,995,280	23,128,400	1,133,120	5.15%
OTHER CHARGES						
53103 Interest on LT Debt	0	0	0	0	0	N/A
53104 Other interest Expense	(18)	0	0	0	0	N/A
53401 Amortization Expense	213,606	241,500	241,500	241,500	0	0.00%
53402 Depreciation Expense	5,797,348	7,428,900	7,428,900	7,342,500	(86,400)	(1.16%)
53403 Loss - Disposed Capital Asset	30,272	0	0	0	0	N/A
53500 Contributions Non-County Agy	500	0	0	0	0	N/A
53501 Contributions	0	0	0	0	0	N/A
53610 Other Charges	36,888	0	0	0	0	N/A
SUBTOTAL	6,078,596	7,670,400	7,670,400	7,584,000	(86,400)	(1.13%)
FIXED ASSETS						
19820 Machinery and Equipment	0	0	0	0	0	N/A
19822 Mobile Equipment	0	0	0	0	0	N/A
19824 Computer Equipment	0	0	0	0	0	N/A
19831 CIP - Bldg & Impr	0	0	0	0	0	N/A
19832 CIP - Infrastructure	0	0	0	0	0	N/A
19840 Work in Progress - Eq	146,841	150,000	0	0	0	N/A
19841 Work in Progress - Intang	104,340	136,000	135,000	160,000	25,000	18.52%
19851 Intangible Assets - Non-amort	0	0	0	0	0	N/A
SUBTOTAL	251,181	286,000	135,000	160,000	25,000	18.52%
OTHER FINANCING USES						
57011 Transfers Out - within a Fund	10,228,021	13,820,081	13,697,081	13,621,037	(76,044)	(0.56%)
57012 Transfers Out - btw Govtl Fund	0	0	0	0	0	N/A
SUBTOTAL	10,228,021	13,820,081	13,697,081	13,621,037	(76,044)	(0.56%)
APPROP. FOR CONTINGENCIES						
55011 Appropriation for Contingency	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A

Section Title:

Water Transmission System Agency Fund

Section/Fund No:

44205

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
REMIBURSEMENTS						
58010 Reimb. - General	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
ADMIN. CONTROL ACCOUNT						
59004 Administrative Control Account	0	0	0	0	0	N/A
59005 Admin Control Acct Clearing	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
TOTAL EXPENDITURES	39,266,273	46,901,970	43,497,761	44,493,437	995,676	2.29%
Adjustments to Reserves/Encumbrances:						
Depreciation	6,010,955	7,670,400		7,584,000		
Outstanding Encumbrances - Net Change	(208,797)	0				
Capitalized Interest	(18)					
Gain/Loss on disposal of fixed assets	30,272					
Unrealized Gain/ Loss (GASB 31)	48,945					
Change in Prudent Reserve						
Post audit adjustments - Payables	0					
Rounding	1					
ENDING FUND BALANCE	4,901,253	1,834,429		2,619,546		

Operations and Maintenance 44205 Fund Balance Reserve Goal
Over/(Under) Goal

5,822,100
(3,202,554)

Water Transmission System Agency Fund
Major Services & Supplies Expenditure Items

Section/Fund No:

44205

	Actual FY16-17	Adopted FY17-18	Requested FY18-19	Difference	Percent Change
<u>51061 Maintenance - Equipment</u>	916,135	1,247,000	993,000	(254,000)	-20.4%
Budget is aligned more closely with Fiscal Year 2016-2017 actuals.					
<u>51211 Legal Services</u>	16,756	10,000	12,000	2,000	20.0%
Reflects level of expected expenditures.					
<u>51231 Testing/Analysis</u>	124,502	130,000	135,000	5,000	3.8%
Increase due to slightly higher water deliveries and corresponding need for laboratory testing and analysis.					
<u>51803 Other Contract Services</u>	1,288,026	1,389,080	1,648,580	259,500	18.7%
Increase due to flood and fire-related water quality studies, Russian River embankment repairs, and ongoing large non-routine maintenance projects.					
<u>51917 District Operations Chgs</u>	14,352,177	13,900,000	14,500,000	600,000	4.3%
Increase attributable to a) 3% cost of living increase in Fiscal Year 2017-2018 after water transmission budget was approved, and b) additional labor for flood and fire-related water quality studies and Russian River embankment repairs, and ongoing large non-routine maintenance projects.					
<u>51921 Equipment Usage Charges</u>	870,802	650,000	900,000	250,000	38.5%
Reflects level of expected expenditures.					
<u>52072 Chemicals</u>	679,601	600,000	690,000	90,000	15.0%
Expected to increase \$10,000 over Fiscal Year 2016-2017 actuals, and \$15,000 over Fiscal Year 2017-18 estimated actuals. Increase in deliveries results in an increase in treatment costs. Fiscal Year 2017-2018 budget underestimated treatment costs.					
<u>52141 Minor Equipment/Small Tools</u>	178,378	140,000	180,000	40,000	28.6%
Increase to align more closely with Fiscal Year 2016-2017 actuals.					
<u>52193 Utilities - Electric</u>	3,530,069	3,200,000	3,300,000	100,000	3.1%
Expected to decrease \$230,000 over Fiscal Year 2016-2017 actuals (\$3.53 million) but increase \$100,000 over Fiscal Year 2017-2018 budget due to increased pumping from slightly higher water deliveries.					

2018-19

Water Transmission System Agency Fund

51061	Maintenance - Equipment	AMOUNT
1	Chlorine Gas Detection	25,000
2	Collector 6 Chlorine Lines Maintenance	-
3	Collector 4 Chlorine Lines Maintenance	100,000
4	Eldridge Booster Station Decommission	25,000
5	Electrical Supplies and Maintenance Services	355,000
6	Hardware and Miscellaneous Supplies	50,000
7	Mirabel Chlorine Building Water Lines Replacement	100,000
8	Pump and Pipeline Supplies and Maintenance Services	40,000
9	Riverfront Park Erosion Repairs	200,000
10	Santa Rosa Plain Well Monitoring Program (SCWA Wells)	15,000
11	Wohler Road RR Fiber Optic Cable Relocation	68,000
12	WT Monitoring Well Pressure Transducers	15,000
		<u>\$ 993,000</u>

51803	Other Contract Services	AMOUNT
1	Aqueduct Condition Assessments	100,000
2	BAIRWMP	30,000
3	Cathodic Protection - Petaluma AQ	80,000
4	Community Outreach Program	7,500
5	Groundwater Banking Feasibility - Pilot Studies	75,000
6	Invasive Mussel Program	60,000
7	Legislative Advocacy - Federal	95,000
8	Legislative Advocacy - State	33,000
9	Maximo Hosting	68,280
10	Methodologies-Peak Demand Supply	15,000
11	NCIRWMP	35,000
12	No Bay Reg Wtr Supply Resiliency Study	200,000
13	Riverbank Filtration Studies - USGS	50,000
14	Riverfront Park Maintenance	120,300
15	Russian River Wtrshed Coupled Surface Wtr/GW Model	82,500
16	Sonoma Youth Ecology Corps	32,000
17	Tank Recoat - Cotati	25,000
18	Tank Recoat - Forestville	15,000
19	Tank Recoat - Kastania	175,000
20	Water Quality Studies - LBNL	175,000
21	Water Quality Studies - USGS	175,000
		<u>\$ 1,648,580</u>

51803 Other Contract Services Project Information

FY18-19

Aqueduct Condition Assessments

This program is evaluating technologies and approaches to assess the integrity of the water transmission system pipelines. A variety of inspection technologies have been evaluated with pilot-testing conducted in sections of the Santa Rosa Aqueduct, Sonoma Aqueduct, and Oakmont Pipeline. In the upcoming year, additional inspections are planned, as well as the development of a system-wide inspection plan to define and prioritize pipeline inspection projects.

\$100,000

Cathodic Protection - Petaluma AQ

During the FY of 18/19, the water agency will be installing 14 Test stations along the Petaluma AQ and 7 Rectifier locations. The test stations and rectifier locations will allow the Water Agency to protect and monitor the status of the pipeline. Funds expected to be expended in FY 18-19 are for construction change orders.

\$80,000

Groundwater Banking Feasibility - Pilot Studies

A Feasibility Study for a Groundwater Banking Program was prepared in 2013 for the Water Agency in partnership with the City of Sonoma, Valley of the Moon Water District, City of Cotati, City of Rohnert Park, and Town of Windsor. The Feasibility Study identified opportunities to improve long-term water supply reliability in Sonoma Valley and the Santa Rosa Plain by utilizing wintertime Russian River supplies and existing conveyance infrastructure to meet dry year water needs. The Feasibility Study concluded that aquifer storage and recovery wells are the most feasible method for implementing groundwater banking in the region. The next step in demonstrating the feasibility of Aquifer Storage and Recovery (ASR) is to perform a pilot study to: (1) assess the ability of local aquifers to store water; (2) assess potential water quality changes during ASR; (3) refine permitting parameters for ASR projects; and (4) provide data to scope and develop long-term groundwater banking programs. An ASR Pilot Study is planned to be initiated in Sonoma Valley in 2018 in partnership with the City of Sonoma utilizing previously budgeted funds from FY 15/16 and 16/17. A work plan and permit application packet for the ASR Pilot Study were submitted to the San Francisco Bay Regional Water Quality Control Board for review and approval in December 2017. Pending the success in demonstrating the feasibility of ASR, an additional pilot or subsequent testing of the existing pilot (as needed) would be planned for the Santa Rosa Plain or Sonoma Valley.

\$75,000

Funds expected to be expended in FY 18/19 would initiate the planning and permitting for subsequent ASR Pilot Study testing in either the Santa Rosa Plain or Sonoma Valley.

Methodologies-Peak Demand Supply

An updated Water Supply Allocation model was prepared in 2013 by Brown & Caldwell for the Water Agency and its Contractors. The updated model was temporarily approved and accepted by the Contractors through June 2015 to provide the city of Petaluma time to resolve several issues city staff had raised regarding model assumptions. These issues have now been resolved, however, the agreement with Brown and Caldwell has expired and there is no funding for finalizing the model. Furthermore, the updated model was prepared almost 4 years ago and several of the assumptions should be updated based on new information in both the Water Agency's and Water Contractor's 2015 UWMPs.

\$15,000

Funds to be expended in FY 18/19 will be used to: (1) update model assumptions; and (2) present the updated model to the Water Agency's Board of Directors and request adoption.

No Bay Reg Wtr Supply Resiliency Study

Retail water providers to over 600,000 people in Sonoma and Marin Counties are regionally connected through existing water supply infrastructure. Along with purchasing wholesale water from the Sonoma County Water Agency, each retail provider also has local supplies which are used to meet the demands of their customers. Although these systems are connected, they are not operated or managed in a coordinated manner, especially in times of water shortage. Development of a decision support tool, such as a regional Water Evaluation and Planning System (WEAP) model, could be used to evaluate strategies and water supply projects that would make the region more resilient to future water shortages.

\$200,000

Funds expended in FY 17/18 will be used to develop a work plan in cooperation with the Water Agency's Water Contractors. Funds budgeted for FY 18/19 will be expended on building the model and running scenarios.

Riverbank Filtration Studies - USGS

USGS will continue ongoing work Evaluating *Cryptosporidium parvum* oocyst removal and fate in Russian River bottom sediments at the Water Agency's riverbank filtration facilities. This includes performing coupled field scale-laboratory studies to evaluate pathogen (oocysts) and pathogen surrogate (aerobic spore forming bacteria; cyanobacteria, bacteria-specific virus) removal and decay as a function of water quality changes and riverbank filtration sediment alteration(s).

\$50,000

51803 Other Contract Services Project Information
Russian River Wtrshed Coupled Surface Wtr/GW Model

The primary objectives of this project are to: 1) refine the understanding of the Russian River Watershed hydrologic system based on an analysis of new and available field data; and 2) develop a coupled watershed/groundwater-flow model for the Russian River Watershed that will facilitate improved management of the region's water resources.

This study will assist the Water Agency, the State Board, and other stakeholders to better understand the potential impacts of increasing groundwater demand on water levels and in developing strategies for efficient surface-water/groundwater management. The project will be performed over the next four years starting in FY 17/18 and is being funded by the State Water Resources Control Board, the United States Geological Survey, the Water Agency, the County of Mendocino, Mendocino County Russian River Flood Control & Water Conservation Improvement District and Redwood Valley County Water District. The water transmission system project cost share is approximately 15% of the \$1.6 M total project cost.

\$82,500

Water Quality Studies - LBNL

LBNL has developed and tested a numerical model that could simulate biological-physical feedbacks in the hyporheic zone and groundwater system at Wohler. LBNL used the model to explore different initial conditions in terms of dissolved organic carbon (DOC) availability, sediment characteristics, mineralogy, and stochastic variability in aerobic and anaerobic conditions induced through water table fluctuations. LBNL results show the fate of DOC, the potential suite of microbial behaviors that benefit water reaching the Wohler wells, and that the riverbed sediments and the cumulative effect of water table conditions can change system functionality and filtration efficacy. Funds to be expended in FY 18/19 will be used to: 1) help launch the water quality sampling program to assess potential impacts to the Water Agency's drinking water facilities resulting from the recent wildfire activity, 2) conduct spatial and temporal water quality analysis at the Wohler, Mirabel, and larger watershed scale. 3) assess impacts of hyporheic processing, microbial community dynamics from upstream to downstream that may change infiltration quantity/quality arriving at Wohler, and eventually the wells, 4) extend reactive transport modeling capabilities across a watershed-scale, network-based lumped flow+reactive transport model, and 5) provide subsurface flow, reactive transport, and microbial modeling capabilities for the USGS experimental laboratory microcosms to analyze the effect of fire ash leachate on groundwater quality and potential implications to Wohler infiltration.

\$175,000

**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title: Water Management Planning

Section/Fund No: 44210

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEGINNING FUND BALANCE	271,349	403,626		519,258		
REVENUES						
USE OF MONEY / PROPERTY						
44002 Interest on Pooled Cash	4,639	3,003	3,003	3,003	0	0.00%
44050 Unrealized Gains and Losse:	(2,538)	0	0	0	0	N/A
SUBTOTAL	2,102	3,003	3,003	3,003	0	0.00%
INTERGOVERNMENTAL REVENUE						
42619 Town of Windsor	8,333	7,628	7,628	2,432	(5,196)	(68.11%)
SUBTOTAL	8,333	7,628	7,628	2,432	(5,196)	(68.11%)
OTHER FINANCING SOURCES						
47101 Transfers In - within a Fund	125,480	130,000	130,000	41,772	(88,228)	(67.87%)
47102 Transfers In - btw Govtl Func	0	0	0	0	0	N/A
SUBTOTAL	125,480	130,000	130,000	41,772	(88,228)	(67.87%)
TOTAL REVENUES	135,914	140,631	140,631	47,207	(93,424)	(66.43%)
EXPENDITURES						
SERVICES AND SUPPLIES						
51205 Advertising Marketing	0	0	0	0	0	N/A
51211 Legal Services	127	0	0	0	0	N/A
51212 Legal Services - External	0	0	0	0	0	N/A
51241 Outside Printing & Binding	0	0	0	0	0	N/A
51602 Business Travel/Mileage	0	0	0	0	0	N/A
51605 Private Car Expense	0	0	0	0	0	N/A
51803 Other Contract Services	12,303	20,000	20,000	20,000	0	0.00%
51917 District Operations Chgs	6,049	5,000	5,000	5,000	0	0.00%
51921 Equipment Usage Charges	0	0	0	0	0	N/A
52171 Water Conservation Program	0	0	0	0	0	N/A
SUBTOTAL	18,479	25,000	25,000	25,000	0	0.00%
OTHER CHARGES						
53103 Interest on LT Debt	0	0	0	0	0	N/A
53501 Contributions	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
OTHER FINANCING USES						
57011 Transfers Out - within a Func	0	0	0	0	0	N/A
57012 Transfers Out - btw Govtl Fu	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
TOTAL EXPENDITURES	18,479	25,000	25,000	25,000	0	0.00%
Adjustments to Reserves/Encumbrances:						
Outstanding Encumbrances - Net Change	12,303	0		0		
Audit Adjustment (A/P)	0	0		0		
Unrealized Gain/ Loss (GASB 31)	2,538	0		0		
Rounding	1	0		0		
ENDING FUND BALANCE	403,626	519,258		541,465		

**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title: Watershed Planning/Restoration

Section/Fund No: 44215

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEGINNING FUND BALANCE	2,912,687	4,450,539		2,821,516		
REVENUES						
USE OF MONEY / PROPERTY						
44002 Interest on Pooled Cash	79,072	50,000	25,740	25,740	0	0.00%
44050 Unrealized Gains and Losses	(40,726)	0	0	0	0	N/A
SUBTOTAL	38,345	50,000	25,740	25,740	0	0.00%
INTERGOVERNMENTAL REVENUE						
42461 Federal Other Funding	150,081	(11,012)	0	0	0	N/A
42619 Town of Windsor	224,901	210,127	210,127	221,493	11,365	5.41%
SUBTOTAL	374,982	199,116	210,127	221,493	11,365	5.41%
MISCELLANEOUS REVENUE						
46021 Capital Grants - Federal	0	0	0	0	0	N/A
46029 Donations/Contributions	0	0	0	0	0	N/A
46040 Miscellaneous Revenue	312	0	0	0	0	N/A
46041 Discounts Earned	5	0	0	0	0	N/A
46050 Cancelled/Stale Dated Warrant	0	0	0	0	0	N/A
46200 Revenue Appl PY Misc Revenu	150	1,200	0	0	0	N/A
SUBTOTAL	467	1,200	0	0	0	N/A
OTHER FINANCING SOURCES						
47101 Transfers In - within a Fund	3,414,580	3,581,000	3,581,000	3,803,958	222,958	6.23%
47102 Transfers In - btw Govtl Funds	0	0	0	0	0	N/A
SUBTOTAL	3,414,580	3,581,000	3,581,000	3,803,958	222,958	6.23%
TOTAL REVENUES	3,828,374	3,831,316	3,816,867	4,051,191	234,323	6.14%
EXPENDITURES						
SERVICES AND SUPPLIES						
51021 Communication Expense	0	0	0	0	0	N/A
51061 Maintenance - Equipment	4,327	6,000	0	0	0	N/A
51205 Advertising Marketing	21,669	0	0	0	0	N/A
51209 Information Tech Svc (non ISD)	173	175	0	0	0	N/A
51211 Legal Services	28,109	10,000	0	0	0	N/A
51212 Legal Services - External	6,629	7,000	0	0	0	N/A
51221 Medical/Laboratory Services	21,274	0	0	0	0	N/A
51226 Consulting Services	0	0	0	0	0	N/A
51231 Testing/Analysis	44,144	44,000	0	0	0	N/A
51241 Outside Printing and Binding	15,484	0	0	0	0	N/A
51244 Permits/License/Fees	25,365	0	0	0	0	N/A
51401 Rents and Leases - Equipment	9,636	10,000	0	0	0	N/A
51601 Training/Conference	168	100	0	0	0	N/A
51602 Business Travel/Mileage	206	0	0	0	0	N/A
51605 Private Car Expense	278	100	0	0	0	N/A
51801 Other Services	0	0	0	0	0	N/A
51803 Other Contract Services	785,047	2,824,884	1,163,000	913,000	(250,000)	(21.50%)
51902 Telecommunication Usage	245	250	0	0	0	N/A
51917 District Operations Chgs	1,715,684	2,232,000	3,024,000	2,483,000	(541,000)	(17.89%)
51921 Equipment Usage Charges	21,142	22,000	0	0	0	N/A
52021 Clothing, Uniforms, Personal	2,246	2,300	0	0	0	N/A
52031 Food	2,440	0	0	0	0	N/A

Section Title:

Watershed Planning/Restoration

Section/Fund No:

44215

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
52042 Janitorial Supplies	0	200	0	0	0	N/A
52043 Safety Supplies/Equipment	0	0	0	0	0	N/A
52061 Fuel/Gas/Oil	15	0	0	0	0	N/A
52063 Vehicle Parts	0	0	0	0	0	N/A
52071 Materials and Supplies Expens	1,201	1,200	0	0	0	N/A
52081 Medical/Laboratory Supplies	1,046	1,100	0	0	0	N/A
52091 Memberships/Certifications	2,500	0	0	0	0	N/A
52101 Other Supplies	1,838	0	0	0	0	N/A
52111 Office Supplies	53	0	0	0	0	N/A
52114 Freight/Postage	0	0	0	0	0	N/A
52115 Books/Media	1,334	0	0	0	0	N/A
52117 Mail and Postage Supplies	611	2,000	0	0	0	N/A
52141 Minor Equipment/Small Tools	2,794	3,000	0	0	0	N/A
52143 Computer Software	0	0	0	0	0	N/A
52181 Business Meals/Supplies	0	0	0	0	0	N/A
52191 Utilities Expense		30				
SUBTOTAL	2,715,658	5,166,339	4,187,000	3,396,000	(791,000)	(18.89%)
OTHER CHARGES						
53104 Other Interest Expense	0	0	0	0	0	N/A
53402 Depreciation Expense	7,721	10,000	0	8,000	8,000	N/A
53501 Contributions	0	0	0	0	0	N/A
SUBTOTAL	7,721	10,000	0	8,000	8,000	N/A
REIMBURSEMENTS						
58010 Reimb. - General	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
FIXED ASSETS						
19840 Acq-WIP-Equipment	0	0	0	0	0	N/A
19841 Acq-WIP-Intangibles	75,219	294,000	294,000	0	(294,000)	
19851 Intangible Assets - Non-amort	0	0	0	0	0	N/A
SUBTOTAL	75,219	294,000	294,000	0	(294,000)	(1)
OTHER FINANCING USES						
57011 Transfers Out - within a Fund	0	0	0	0	0	N/A
57012 Transfers Out - btw Govtl Fund	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
TOTAL EXPENDITURES	2,798,598	5,470,339	4,481,000	3,404,000	(1,077,000)	(24.03%)
Adjustments to Reserves/Encumbrances:						
Outstanding Encumbrances - Net Change	459,629	0				
Capital Interest	0	0				
Depreciation	7,721	10,000				
Audit Adjustment (A/P)	0	0				
Unrealized Gain/ Loss (GASB 31)	40,726	0				
Rounding	0	0				
ENDING FUND BALANCE	4,450,539	2,821,516		3,468,706		

**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title:

Recycled Water and Local Supply

Section/Fund No:

44220

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEGINNING FUND BALANCE	(63,538)	27,648		261,282		
REVENUES						
USE OF MONEY / PROPERTY						
44002 Interest on Pooled Cash	13,822	6,435	6,435	6,435	0	0.00%
44050 Unrealized Gains and Losses	(6,365)	0	0	0	0	N/A
SUBTOTAL	7,456	6,435	6,435	6,435	0	0.00%
INTERGOVERNMENTAL REVENUE						
42358 State Other Funding	34,130	200	0	0	0	N/A
42619 Town of Windsor	45,608	24,352	24,352	7,104	(17,248)	(70.83%)
SUBTOTAL	79,739	24,552	24,352	7,104	(17,248)	(70.83%)
CHARGES FOR SERVICES						
45301 Charges for Services	83,984	0	0	0	0	N/A
SUBTOTAL	83,984	0	0	0	0	0
MISCELLANEOUS REVENUE						
46022 Capital Grants-State	1,633	0	0	0	0	N/A
46029 Donations/Contributions	0	0	0	0	0	N/A
46200 Revenue Appl PY Misc Revenue	1,670	0	0	0	0	N/A
46029 Donations/Contributions	0	0	0	0	0	N/A
SUBTOTAL	3,303	0	0	0	0	N/A
OTHER FINANCING SOURCES						
47101 Transfers In - within a Fund	676,463	415,000	415,000	122,000	(293,000)	(70.60%)
47102 Transfers In - btw Govtl Funds	0	0	0	0	0	N/A
SUBTOTAL	676,463	415,000	415,000	122,000	(293,000)	(70.60%)
TOTAL REVENUES	850,944	445,987	445,787	135,539	(310,248)	(69.60%)
EXPENDITURES						
SERVICES AND SUPPLIES						
51021 Communication Expense	0	0	0	0	0	N/A
51061 Maintenance - Equipment	7,570	0	0	0	0	N/A
51205 Advertising/Marketing Svc	0	0	0	0	0	N/A
51209 Information Tech Svc (non ISD)	1,177	0	0	0	0	N/A
51211 Legal Services	635	2,000	0	0	0	N/A
51212 Legal Services - External	0	0	0	0	0	N/A
51226 Consulting Services	0	0	0	0	0	N/A
51241 Outside Printing and Binding	541	0	0	0	0	N/A
51244 Permits/License/Fees	1,955	1,000	0	0	0	N/A
51401 Rents and Leases - Equipment	503	0	0	0	0	N/A
51601 Training Services	1,937	1,000	0	0	0	N/A
51602 Business Travel/Mileage	10	0	0	0	0	N/A
51803 Other Contract Services	492,394	60,000	15,000	0	(15,000)	(100.00%)
51902 Telecommunication Usage	0	0	0	0	0	N/A
51915 ISD - Reprographics Services	0	0	0	0	0	N/A
51917 District Operations Chgs	501,250	100,000	100,000	0	(100,000)	(100.00%)
51921 Equipment Usage Charges	1,333	1,000	0	0	0	N/A
52031 Food	0	0	0	0	0	N/A

Section Title:

Recycled Water and Local Supply

Section/Fund No:

44220

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
52061 Fuel/Gas	0	0	0	0	0	N/A
52101 Other Supplies	0	0	0	0	0	N/A
52115 Books/Media/Subscriptions	0	0	0	0	0	N/A
52117 Mail and Postage Supplies	358	0	0	0	0	N/A
52141 Minor Equipment/Small Tools	0	0	0	0	0	N/A
52143 Computer Software/Licensing Fees	0	0	0	0	0	N/A
52171 Water Conservation Program		1,000				
SUBTOTAL	1,009,663	166,000	115,000	0	(115,000)	(100.00%)
OTHER CHARGES						
53103 Interest on LT Debt	0	0	0	0	0	N/A
53104 Other Interest Expense	(6,464)	0	0	0	0	N/A
53402 Depreciation Expense	0	12,000	0	12,000	12,000	N/A
53501 Contributions	0	0	0	110,000	110,000	N/A
SUBTOTAL	(6,464)	12,000	0	122,000	122,000	N/A
FIXED ASSETS						
19831 CIP - Bldg & Impr	0	0	0	0	0	N/A
19832 CIP - Infrastructure	(1,341)	0	0	0	0	N/A
19841 Work in Progress - Intang	9,180	10,000	0	0	0	N/A
SUBTOTAL	7,840	10,000	0	0	0	N/A
OTHER FINANCING USES						
57011 Transfers Out - within a Fund	0	0	0	0	0	N/A
57012 Transfers Out - btw Govtl Fund	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
TOTAL EXPENDITURES	1,011,039	188,000	115,000	122,000	7,000	6.09%
Adjustments to Reserves/Encumbrances:						
Outstanding Encumbrances - Net Change	296,987	0				
Change in Windsor Reserve	(45,608)	(24,352)				
Capital Interest	(6,464)	0		0		
Audit Adjustment (A/P)	0	0		0		
Unrealized Gain/ Loss (GASB 31)	6,365	0		0		
Rounding	0	0				
ENDING FUND BALANCE	27,648	261,282		274,821		

**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title: Water Conservation

Section/Fund No: 44225

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEGINNING FUND BALANCE	481,317	486,393		278,663		
REVENUES						
USE OF MONEY / PROPERTY						
44002 Interest on Pooled Cash	11,573	6,435	6,435	6,435	0	0.00%
44050 Unrealized Gains and Losses	(4,499)	0	0	0	0	N/A
SUBTOTAL	7,073	6,435	6,435	6,435	0	0.00%
INTERGOVERNMENTAL REVENUE						
42358 State Other Funding	117,056	332,800	26,250	185,250	159,000	605.71%
42461 Federal Other Funding	39,104	40,000	40,000	0	(40,000)	(100.00%)
42610 Other Governmental Agencies	(20,166)	0	0	0	0	N/A
42611 City of Santa Rosa	0	0	0	0	0	N/A
42612 City of Petaluma	0	2,000	0	0	0	N/A
42613 City of Rohnert Park	0	0	0	0	0	N/A
42615 City of Cotati	0	0	0	0	0	N/A
42618 City of Sonoma	0	0	0	0	0	N/A
42619 Town of Windsor	114,077	106,446	106,446	109,829	3,383	3.18%
42621 North Marin Water District	0	0	0	0	0	N/A
SUBTOTAL	250,071	481,246	172,696	295,079	122,383	70.87%
Charges for Services						
45301 Charges for Services	66,635	50,000	0	0	0	N/A
SUBTOTAL	66,635	50,000	0	0	0	N/A
OTHER FINANCING SOURCES						
46021 Capital Gains - Federal	0	0	0	0	0	N/A
46022 Capital Grants - State	0	0	0	0	0	N/A
46029 Donations/Contributions	12,228	120,000	120,000	137,500	17,500	14.58%
46040 Miscellaneous Revenue	2,516	0	0	0	0	N/A
46041 Discounts Earned	6	0	0	0	0	N/A
46050 Cancelled/Stale Dated Warrants	0	0	0	0	0	N/A
46200 Revenue Appl PY Misc Revenue	7,161	0	0	0	0	N/A
46215 Other Grants	0	6,000	0	0	0	N/A
SUBTOTAL	21,911	126,000	120,000	137,500	17,500	14.58%
OTHER FINANCING SOURCES						
47101 Transfers In - within a Fund	1,731,855	1,814,050	1,814,050	1,886,222	72,172	3.98%
47102 Transfers In - btw Govtl Funds	0	0	0	0	0	N/A
SUBTOTAL	1,731,855	1,814,050	1,814,050	1,886,222	72,172	3.98%
TOTAL REVENUES	2,077,546	2,477,731	2,113,181	2,325,236	212,055	10.03%
EXPENDITURES						
SERVICES AND SUPPLIES						
51021 Communication Expense	0	0	0	0	0	N/A
51032 Janitorial Services	0	0	0	0	0	N/A
51061 Maintenance - Equipment	6,092	40,000	0	0	0	N/A
51205 Advertising/Marketing Svc	159,383	160,000	0	0	0	N/A
51209 Information Tech Svc (non ISD)	810	0	0	0	0	N/A
51211 Legal Services	318	1,000	0	0	0	N/A
51214 Agency Extra/Temp Help	0	0	0	0	0	N/A

Section Title:

Water Conservation

Section/Fund No:

44225

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
51225 Training Services	500	0	0	0	0	N/A
51230 Security Services	0	0	0	0	0	N/A
51241 Outside Printing and Binding	35,301	45,000	45,000	52,000	7,000	15.56%
51244 Permits/License	0	1,200	0	0	0	N/A
51249 Other Professional Services	0	0	0	0	0	N/A
51250 Planning/Mapping/Inspections	0	0	0	0	0	N/A
51301 Publications and Legal Notices	0	0	0	0	0	N/A
51401 Rents and Leases - Equipment	653	1,200	0	0	0	N/A
51601 Training Services	5,399	3,000	0	0	0	N/A
51602 Business Travel/Mileage	3,746	1,000	3,000	5,000	2,000	66.67%
51605 Private Car Expense	1,261	1,300	0	0	0	N/A
51801 Other Services	705	0	0	0	0	N/A
51803 Other Contract Services	214,034	91,800	91,800	71,800	(20,000)	(21.79%)
51902 Telecommunication Usage	287	0	0	0	0	N/A
51915 ISD Reprographics Services	0	0	0	0	0	N/A
51917 District Operations Chgs	1,439,551	1,420,000	1,420,000	1,660,922	240,922	16.97%
51921 Equipment Usage Charges	26,711	16,000	0	0	0	N/A
52021 Clothing, Uniforms	2,339	0	0	0	0	N/A
52031 Food	2,318	2,000	0	0	0	N/A
52042 Janitorial Supplies	0	15	0	0	0	N/A
52061 Fuel/Gas/Oil	0	0	0	0	0	N/A
52071 Materials and Supplies Expense	14,093	40,000	7,500	5,000	(2,500)	(33.33%)
52091 Memberships/Certifications	5,802	13,000	13,000	13,000	0	0.00%
52101 Other Supplies	9,112	0	0	0	0	N/A
52111 Office Supplies	1,924	1,600	0	0	0	N/A
52112 Office Furniture/Fixtures	0	0	0	0	0	N/A
52114 Freight/Postage	0	0	0	0	0	N/A
52115 Books/Media/Subscriptions	3,194	100	0	0	0	N/A
52117 Mail and Postage Supplies	70	2,000	0	0	0	N/A
52141 Minor Equipment/Small Tools	7,954	2,000	0	0	0	N/A
52142 Computer Equipment/Accessories	0	0	0	0	0	N/A
52162 Special Department Expense	0	0	0	0	0	N/A
52171 Water Conservation Program	3,000	480,000	480,000	691,250	211,250	44.01%
52181 Business Meals/Supplies	0	0	0	0	0	N/A
SUBTOTAL	1,944,556	2,322,215	2,060,300	2,498,972	438,672	21.29%
OTHER CHARGES						
53500 Contributions Non-County Agy	19,750	0	0	0	0	N/A
53501 Contributions	95,520	256,800	0	0	0	N/A
SUBTOTAL	115,270	256,800	0	0	0	N/A
OTHER FINANCING USES						
57011 Transfers Out - within a Fund	0	0	0	0	0	N/A
57012 Transfers Out - btw Govtl Fund	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
TOTAL EXPENDITURES	2,059,826	2,579,015	2,060,300	2,498,972	438,672	21.29%
Adjustments to Reserves/Encumbrances:						
Outstanding Encumbrances - Net Chan	96,931	0		0		
Change in Windsor Reserve	(114,076)	(106,446)		0		
Audit Adjustment (A/P)	0	0		0		
Unrealized Gain/ Loss (GASB 31)	4,499	0		0		
Rounding	2	0		0		
ENDING FUND BALANCE	486,393	278,663		104,927		

Water Transmission Budget

2018-19

Itemized Detail for Subfunds Consulting/Contractual Services

Budget
FY18-19

Water Management Planning

Water Demand Analysis/ Financial Modeling: Develop scope, cost, energy requests, and schedule of transmission system projects required to meet the Water Agency's portion of UWMP-identified projected demands through the Urban Water Management planning horizon. Projects identified using Water Agency's transmission system hydraulic model. Next UWMP due July 1, 2021. Conduct follow-up meetings, respond to DWR and contractor requests, track regulatory compliance changes, and coordinate with climate adaption strategic planning efforts.

\$ 20,000

Watershed Planning/Restoration

RRIFR Decision 1610 Change Petition: Russian River Flows: Assist in preparation of final Environmental Impact Report for Fish Habitat Flows and Water Rights Project in preparation for Board of Directors consideration for certification. Consultant services for responses to comments on the Draft EIR, and any additional impact analysis, flow modeling, hydroelectric analysis, water quality monitoring, climate change modeling (USGS), EIR, and hydrologic index evaluation needed. Work is occurring internally on the Environmental Impact Report for the Fish Habitat Flows and Water Rights Project. The EIR is being prepared by Water Agency staff, with assistance from consultants on some areas of impact analysis. A draft EIR was released on August 19, 2016. In FY18-19, most of the work will focus on reviewing and responding to public comments, adjustments to the proposed Hydrologic Index, and refinements to models, preparation of the final EIR, and presentation to the Board of Directors to certify. Work also includes submission of annual Temporary Urgency Change Petition to the State Board to approve the requested changes to minimum in-stream flows as identified in the Biological Opinion. Compared to FY17-18, the Decision 1610 Change Petition budget has decreased approximately \$630,000. The decrease is attributable to the level of effort to prepare and certify the final EIR in FY18-19.

\$ 188,000

RRIFR Estuary Management: Required Annual Biological Opinion Activities: The Water Agency, in consultation with NMFS, California Department of Fish & Wildlife (CDFW) and the U.S. Army Corps of Engineers (Corps), is required to annually prepare a lagoon outlet adaptive management plan by April 1; conduct and record monthly surveys of the beach topography and the outlet channel; use a time lapse video camera to record the interaction of waves, tides and the river mouth; conduct baseline monitoring of seals and other pinnipeds, conduct estuary water quality monitoring, conduct extensive surveys of estuary invertebrates; conduct juvenile steelhead and coho salmon rearing surveys, and prepare annual reports. From late spring to early fall (when flows are below 300 cfs at Hacienda Bridge), the Water Agency conducts monthly surveys of young steelhead in the estuary. Other FY18-19 activities include installation and monitoring of downstream migrant salmonid traps and water quality monitoring stations, and flood risk feasibility studies, and climate change sea level rise and salmonid water quality habitat modeling analysis (NOAA Habitat Blueprint). Compared to FY17-18, the Estuary Management budget has decreased approximately \$250,000 due to completion of stipulated judgment requirements from the Estuary EIR litigation, removal of groundwater wells used for the jetty study in FY17-18, and reductions in contract services.

\$ 580,000

USGS Programmatic Climate Change Studies: USGS will continue ongoing work on updating unimpaired flows in the Russian River Basin to support Water Agency water supply planning efforts. This includes developing unimpaired flows for 6 new climate scenarios from the Intergovernmental Panel on Climate Change Fifth Assessment Report, modeling impact scenarios for changing land use and water availability and provide science support in the finalization of the Draft Environmental Impact Report for Fish Habitat Flows and Water Rights Project Environment Impact Report. Under previous agreement the USGS the Russian River Basin Characterization Model to develop a historical unimpaired flow dataset for the Russian River from 1910 to 2013. This dataset was to support the modeling of the Draft EIR, and the 2015 Urban Water Management Plan. The USGS also downscaled 4 future climate change scenarios to produce daily climate change unimpaired hydrology for the Russian River. This dataset was used for the development of the Lake Mendocino Reliability Study completed in 2015.

\$ 120,000

Water Transmission Budget

2018-19

Itemized Detail for Subfunds Consulting/Contractual Services

	Budget FY18-19
<p><u>NOAA Hydrometeorology Testbed (HMT) Quantitative Precipitation Information Phase 3 Project:</u> NOAA Physical Sciences Division will continue ongoing weather monitoring in our region by deploying new instruments, gathering and analyzing data, and performing other work in support of local efforts to protect and manage water resources in the Russian River. Under previous agreements (Phase I & II), new weather observing stations were deployed at multiple locations throughout the region to fill existing data gaps. Information collected from these stations includes precipitation, temperature, and soil moisture. The data from these stations, as well as data being collected from existing stations, were integrated into weather prediction models to refine precipitation and temperature forecasts. Use of advanced forecasting and measurement tools can help with flood control and water supply efficiency. Sonoma County is a test area for this emerging technology. This work will also complement and support assessment of weather related hazards associated with burned areas from the fires in Sonoma County. Data collected under this agreement will augment data being collected with new gauges and a temporary radar system in response to the October 2017 fires to provide NOAA forecasters needed information for timely hazard assessments associated with post-burn watershed conditions such as flash floods and debris flows. In addition to benefitting the watershed, new information gained from this project can be applied in the future to other at-risk watersheds along the Pacific Coast and to national programs such as NOAA's National Water Model.</p>	\$ 25,000
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\$ 913,000	
<u>Recycled Water and Local Supply</u>	
<p>Funding for Santa Rosa Plain Groundwater Management in FY 18/19 is included to cover the financial contribution from the Water Agency for the Santa Rosa Plain Groundwater Sustainability Agency's (GSA's) activities. Funding any potential Water Agency financial contribution through the Water Transmission Recycled Water/Local Supply is appropriate, as the Water Agency has critical water supply sources within the Santa Rosa Plain Groundwater Subbasin (Occidental Rd, Sebastopol Rd, and Todd Rd groundwater production wells) that could be impacted by the future GSA's activities.</p>	\$ 110,000
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\$ 110,000	
<u>Water Conservation</u>	
<u>51241-Outside Printing and Binding</u>	
<p>WUE Program materials, water education calendar, and Green Business Program brochures, Garden Sense materials</p>	\$ 52,000
<u>51602-Business Travel/Mileage</u>	
<p>Attend local and statewide meeting representing the Partnership and SCWA</p>	\$ 5,000
<u>51803-Other Contract Services</u>	
<p>Water Education Bus Contract to shuttle kids from school to field study sites</p>	\$ 41,800
<p>Green Business Program: Funding to staff a part time position which provides water assessments for local businesses pursuing the Green Business Certification</p>	\$ 30,000
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\$ 71,800	

Water Transmission Budget

2018-19

Itemized Detail for Subfunds Consulting/Contractual Services

	Budget FY18-19
51917-District Operations Chgs	
Salaries, benefits and overhead costs for staff assigned to projects budgeted within the Water Conservation Fund.	\$ 1,660,922
52071-Materials and Supplies Expense	
Teaching aids, pH strips, fabric for displays, youth outreach displays, etc.	\$ 5,000
52091-Memberships/Certifications	
Irrigation Association Certificate Renewals, Water Education Foundation, and CUWCC, Alliance for Water Efficiency, etc.	\$ 13,000
52171-Water Conservation Program	
Sonoma County Fair: Materials and hardware that are WUE focused for distribution at the Sonoma County fair	\$ 10,000
Saving Water Partnership Wholesaler Support: Act as the regional liaison attend meetings of the CUWCC Board, Alliance for Water Efficiency, Green Building Standards Commission, Independent Technical Panel, Urban Advisory Group, CA Science Teachers Association, environmental education conference.	\$ 40,000
School Education Program: Such as assembly program, port-a-potties, steelhead in the classroom program, youth outreach events, teacher program, English as a second language program, educational workbooks, maps	\$ 138,000
Outdoor Water Use Focused Programs: Qualified Water Efficient Landscaper Training in English and Spanish, Garden Sense funding provides onsite visits by local master gardeners to support local turf removal programs, Community Resilience Challenge event provides training and local workshops to promote water use efficiency; Plant labeling Program, Russian River Friendly Workshops, etc.	\$ 95,000
DWR Water Energy Grant Rebates: The Sonoma-Marin Saving Water Partnership Water-Energy Rebate Program for Restaurants (Project) will target restaurants in the Sonoma-Marin Saving Water Partnership service area to replace inefficient equipment with water-efficient and energy-efficient equipment, resulting in long term, permeant savings by reducing water and energy usage. Restaurants have historically been a difficult market to penetrate due to high turn-over rates and the leasing of hardware. The Water Agency will administer the Project. The rebate program will provide direct incentives to restaurateurs for replacement of old, inefficient fixtures.	\$ 185,250
Public Information/Outreach Programs: Media campaign for the Sonoma-Marin Saving Water Partnership including media ad buy, ad development, DIY toolkits	\$ 165,000
Seminars, Workshops, Training: Host trainings/ workshops to benefit the Partnership, such as Water Loss, WELO; Participation in national/ statewide studies such as Turf Transformation Study	\$ 30,000
GardenSoft Licensing: Licensing of online Water Wise Gardening plant palate that is specific to Sonoma and Marin Counties	\$ 3,000
Westside Education Center Exhibits	\$ 25,000
	\$ 691,250
Total	\$ 2,498,972

**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title:
Section/Fund No:

Santa Rosa Aqueduct Capital Fund
44230

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEGINNING FUND BALANCE	6,057,463	6,589,988		6,589,886		

REVENUES

USE OF MONEY / PROPERTY

44002 Interest on Pooled Cash	63,789	21,450	21,450	21,450	0	0.00%
44003 Other Interest Earnings	0	0	0	0	0	N/A
44050 Unrealized Gains & Los	(32,773)	0	0	0	0	N/A
SUBTOTAL	31,016	21,450	21,450	21,450	0	0.00%

MISCELLANEOUS REVENUES

46040 Miscellaneous Revenue	0	0	0	0	0	N/A
46021 Capital Grants - Federal	0	863,942	0	0	0	N/A
46029 Donations/Contributions	0	0	0	0	0	N/A
	0	0	0	0	0	N/A
SUBTOTAL	0	863,942	0	0	0	N/A

ADMINISTRATIVE CONTROL ACCOUNT

49002 Advances	0	0	0	0	0	N/A
49003 Advances Clearing	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A

OTHER FINANCING SOURCES

47101 Transfers In - within a F	483,812	386,429	386,429	407,973	21,544	5.58%
47102 Transfers In - btw Govtl	0	0	0	0	0	N/A
SUBTOTAL	483,812	386,429	386,429	407,973	21,544	5.58%

SPECIAL ITEMS

48004 Residual Equity Transfe	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A

TOTAL REVENUES	514,829	1,271,821	407,879	429,423	21,544	5.28%
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EXPENDITURES

OTHER CHARGES

53103 Interest on LT Debt	0	0	0	0		
53104 Other Interest Expense	(1,579)	0	0	0		
53105 Costs of Issuance	0	0	0	0		
SUBTOTAL	(1,579)	0	0	0	0	N/A

FIXED ASSETS

19820 Machinery and Equipme	0	0	0	0		
19822 Mobile Equipment	0	0	0	0		
19824 Computer Equipment	0	0	0	0		
19831 CIP - Bldg & Impr	0	0	0	0		
19832 CIP - Infrastructure	15,077	1,271,923	727,000	50,000	(677,000)	(93.12%)
19840 Work in Progress - Eqt	0	0	0	0		
19841 Work in Progress - Intar	0	0	0	0		

19851 Intangible Assets - Non-	0	0	0	0		
SUBTOTAL	15,077	1,271,923	727,000	50,000	(677,000)	(93.12%)

OTHER FINANCING USES

57011 Transfers Out - within a	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A

TOTAL EXPENDITURES	13,498	1,271,923	727,000	50,000	(677,000)	(93.12%)
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Adjustments to Reserves/Encumbrances:

Repayment of Loan to Storage	0	0	0
Unrealized Gain/ Loss (GASB 31)	(1,579)	0	0
Capitalized Interest	32,773	0	0
Rounding	1	0	0

ENDING FUND BALANCE	6,589,988	6,589,886	6,969,309
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**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title:

Petaluma Aqueduct Capital Fund

Section/Fund No:

44235

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEGINNING FUND BALANCE	7,403,293	7,712,720		7,733,001		
REVENUES						
USE OF MONEY / PROPERTY						
44002 Interest on Pooled Cash	76,825	25,000	21,450	21,450	0	0.00%
44003 Other Interest Earnings	0	0	0	0	0	N/A
44050 Unrealized Gains & Losses	(40,254)	0	0	0	0	N/A
SUBTOTAL	36,571	25,000	21,450	21,450	0	0.00%
ADMINISTRATIVE CONTROL ACCOUNT						
49002 Advances	0	0	0	0	0	N/A
49003 Advances Clearing	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
OTHER FINANCING SOURCES						
47101 Transfers In - within a Fund	239,414	250,281	250,281	225,359	(24,922)	(9.96%)
47102 Transfers In - btw Govtl Funds	0	0	0	0	0	N/A
SUBTOTAL	239,414	250,281	250,281	225,359	(24,922)	(9.96%)
TOTAL REVENUES	275,985	275,281	271,731	246,809	(24,922)	(9.17%)
EXPENDITURES						
OTHER CHARGES						
53103 Interest on LT Debt	0	0	0	0		
53104 Other Interest Expense	(26)	0	0	0		
53105 Costs of Issuance	0	0	0	0		
53403 Loss - Disposed Capital Asset	0	0	0	0		
SUBTOTAL	(26)	0	0	0	0	N/A
FIXED ASSETS						
19820 Machinery and Equipment	0	0	0	0		
19822 Mobile Equipment	0	0	0	0		
19824 Computer Equipment	0	0	0	0		
19831 CIP - Bldg & Impr	0	0	0	0		
19832 CIP - Infrastructure	6,812	255,000	145,000	1,255,000	1,110,000	765.52%
19840 Work in Progress - Eq	0	0	0	0	0	N/A
19841 Work in Progress - Intang	0	0	0	0	0	N/A
19851 Intangible Assets - Non-amort	0	0	0	0		
SUBTOTAL	6,812	255,000	145,000	1,255,000	1,110,000	765.52%

Section Title:
Section/Fund No:

Petaluma Aqueduct Capital Fund
44235

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
<u>SPECIAL ITEMS</u>						
56030 Residual Equity Transfers	0	0	0	0	0	N/A
SUBTOTAL	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>N/A</u>
<u>OTHER FINANCING USES</u>						
57011 Transfers Out - within a Fund	0	0	0	0	0	N/A
SUBTOTAL	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>N/A</u>
TOTAL EXPENDITURES	6,786	255,000	145,000	1,255,000	1,110,000	765.52%
Adjustments to Reserves/Encumbrances:						
Advance to Common	0	0		0		
Increase/(Decrease) in Loan Payable	0	0		0		
Capitalized Interest	(26)	0		0		
Loss on Fixed Asset	0	0		0		
Principal Received on Loan	0	0		0		
Unrealized Gain/ Loss (GASB 31)	40,254	0		0		
ENDING FUND BALANCE	7,712,720	7,733,001		6,724,810		

**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title:

Sonoma Aqueduct Capital Fund

Section/Fund No:

44240

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEGINNING FUND BALANCE	1,309,718	1,271,451		681,622		
REVENUES						
USE OF MONEY / PROPERTY						
44002 Interest on Pooled Cash	14,738	858	858	858	0	0.00%
44003 Other Interest Earnings	0	0	0	0	0	N/A
44050 Unrealized Gains & Losses	(7,282)	0	0	0	0	N/A
SUBTOTAL	7,457	858	858	858	0	0.00%
OTHER FINANCING SOURCES						
47101 Transfers In - within a Fund	126,812	113,609	113,609	1,390,000	1,276,391	1123.50%
47102 Transfers In - btw Govtl Func	0	0	0	0	0	N/A
SUBTOTAL	126,812	113,609	113,609	1,390,000	1,276,391	1123.50%
SPECIAL ITEMS						
48004 Residual Equity Transfers	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
TOTAL REVENUES	134,269	114,467	114,467	1,390,858	1,276,391	1115.08%
EXPENDITURES						
OTHER CHARGES						
53103 Interest on LT Debt	0	0	0	0		
53104 Other Interest Expense	(29,249)	0	0	0		
53105 Costs of Issuance	0	0	0	0		
53403 Loss-Disposed Capital Asset	0	0	0	0		
SUBTOTAL	(29,249)	0	0	0	0	N/A
FIXED ASSETS						
19820 Machinery and Equipment	0	0	0	0		
19822 Mobile Equipment	0	0	0	0		
19824 Computer Equipment	0	0	0	0		
19831 CIP - Bldg & Impr	0	0	0	0		
19832 CIP - Infrastructure	187,768	704,296	135,000	130,000	(5,000)	(3.70%)
19840 Work in Progress - Eq	0	0	0	0		
19841 Work in Progress - Intang	0	0	0	0		
19851 Intangible Assets - Non-am	0	0	0	0		
SUBTOTAL	187,768	704,296	135,000	130,000	(5,000)	(3.70%)
OTHER FINANCING USES						
57011 Transfers Out - within a Func	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
TOTAL EXPENDITURES	158,519	704,296	135,000	130,000	(5,000)	(3.70%)

Adjustments to Reserves/Encumbrances:

Outstanding Encumbrances - Net Change	7,950	0	0
Capitalized Interest	(29,249)	0	0
Unrealized Gain/ Loss (GASB 31)	7,282	0	0
Net Adjustment - Increase/(Decrease) to f	(14,017)	0	0

ENDING FUND BALANCE	1,271,451	681,622	1,942,480
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**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title:

Storage Facilities

Section/Fund No:

44250

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEGINNING FUND BALANCE	202,128	9,783		70,615		
REVENUES						
<u>USE OF MONEY / PROPERTY</u>						
44002 Interest on Pooled Cash	(2,204)	50	0	0	0	N/A
44050 Unrealized Gains & Losses	1,221	(2,000)	(2,000)	(2,000)	0	0.00%
SUBTOTAL	(983)	(1,950)	(2,000)	(2,000)	0	0.00%
<u>MISCELLANEOUS REVENUE</u>						
46021 Capital Grants - Federal	0	0	0	0	0	N/A
46029 Donations/Contributions	0	0	0	0	0	N/A
46040 Miscellaneous Revenue	63	0	0	0	0	N/A
46022 Capital Grants - State (Petaluma AQ - Caltrans Project)	185,371	0	0	0	0	N/A
46200 PY Revenue - Miscellaneous		10,503				
SUBTOTAL	185,434	10,503	0	0	0	N/A
<u>Administrative Control</u>						
49002 Advances	0	0	0	0	0	N/A
49003 Advances Clearing	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
<u>OTHER FINANCING SOURCES</u>						
47101 Transfers In - within a Fund	350,000	1,850,000	150,000	10,000	(140,000)	(93.33%)
47102 Transfers In - btw Govtl Funds	0	0	0	0	0	N/A
SUBTOTAL	350,000	1,850,000	150,000	10,000	(140,000)	(93.33%)
TOTAL REVENUES	534,451	1,858,553	148,000	8,000	(140,000)	(94.59%)
EXPENDITURES						
<u>OTHER CHARGES</u>						
53103 Interest on LT Debt	0	0	0	0	0	N/A
53104 Other Interest Expense	(125,453)	0	0	0	0	N/A
SUBTOTAL	(125,453)	0	0	0	0	N/A
<u>FIXED ASSETS</u>						
19831 CIP - Bldg & Impr	0	0	0	0	0	N/A
19832 CIP - Infrastructure	785,477	1,795,721	195,000	25,000	(170,000)	(87.18%)
19841 Acq-WIP-Intangibles	8,068	4,000	0	0	0	N/A
19851 Intangible Assets - Non-amort	0	0	0	0	0	N/A
SUBTOTAL	793,545	1,799,721	195,000	25,000	(170,000)	(87.18%)

Section Title:

Storage Facilities

Section/Fund No:

44250

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
<u>ADMINISTRATIVE CONTROL ACCOUNT</u>						
59002 Advances	0	0	0	0	0	N/A
59003 Advances Clearing	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
<u>OTHER FINANCING USES</u>						
57011 Transfers Out - within a Fund	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
TOTAL EXPENDITURES	668,092	1,799,721	195,000	25,000	(170,000)	(87.18%)
Adjustments to Reserves/Encumbrances:						
Repayment of Loan from SR Aqueduct (0	0		0		
Princ. Pymnt on loan from SR Aqueduct	0	0		0		
Advances	0	0		0		
Outstanding Encumbrances - Net Chang	67,969	0		0		
PY CIP adjustment - reclass to PY Exp	0	0		0		
B & I Tsfrs	0	0		0		
LTD Proceeds	0	0		0		
Capitalized Interest	(125,453)	0		0		
Move Project CIP Balance	0	0		0		
Unrealized Gain/ Loss (GASB 31)	(1,221)	2,000		0		
PY Encumbrances	0	0		0		
ENDING FUND BALANCE	9,783	70,615		53,615		

FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY

Section Title: Common Facilities

Section/Fund No: 44260

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEGINNING FUND BALANCE	2,527,308	1,466,782		(4,117,678)		
REVENUES						
USE OF MONEY / PROPERTY						
44002 Interest on Pooled Cash	11,509	8,580	8,580	8,580	0	0.00%
44003 Other Interest Earnings	0	0	0	0	0	N/A
44050 Unrealized Gains & Losses	3,621	(10,000)	(22,000)	0	22,000	(100.00%)
SUBTOTAL	15,130	(1,420)	(13,420)	8,580	22,000	(163.93%)
CHARGES FOR SERVICES						
45062 Construct/Bldg Permit Rvw Svc	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
MIECELLANEOUS REVENUES						
46021 Capital Grants - Federal	1,711,836	5,759,579	0	0	0	N/A
46022 Capital Grants - State	0	0	0	0	0	N/A
46029 Donations/Contributions	0	0	0	0	0	N/A
46040 Miscellaneous Revenue	0	0	0	0	0	N/A
46041 Discounts Earned	3	5	0	0	0	N/A
46200 Revenue Appl PY Misc Revenu	66,260	527	0	0	0	N/A
SUBTOTAL	1,778,099	5,760,111	0	0	0	N/A
ADMINISTRATIVE CONTROL						
49002 Advances	0	0	0	0	0	N/A
49003 Advances Clearing	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
OTHER FINANCING SOURCES						
47101 Transfers In - within a Fund	4,166,695	4,550,000	3,627,000	8,280,874	4,653,874	128.31%
47102 Transfers In - btw Govtl Funds	0	0	0	0	0	N/A
SUBTOTAL	4,166,695	4,550,000	3,627,000	8,280,874	4,653,874	128.31%
TOTAL REVENUES	5,959,923	10,308,691	3,613,580	8,289,454	4,675,874	129.40%
EXPENDITURES						
OTHER CHARGES						
53103 Interest on LT Debt	0	0	0	0	0	N/A
53104 Other Interest Expense	(559,262)	0	0	0	0	N/A
53403 Loss - Disposed Capital Asset	0	0	0	0	0	N/A
SUBTOTAL	(559,262)	0	0	0	0	N/A
FIXED ASSETS						
19810 Land	0	0	0	0	0	N/A
19812 Acq-CIP-Land	358,161	0	0	0	0	N/A
19831 CIP - Bldg & Impr	439	0	0	0	0	N/A
19832 CIP - Infrastructure	6,362,650	14,898,151	3,375,000	3,727,874	352,874	10.46%
19840 Acq-WIP-Equipment	0	0	0	0	0	N/A

Section Title:

Common Facilities

Section/Fund No:

44260

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
19841 Work in Progress - Intang	5,557	625,000	625,000	0	(625,000)	(100.00%)
19851 Intangible Assets - Non-amort	0	392,000	392,000	0	(392,000)	(100.00%)
SUBTOTAL	6,726,808	15,915,151	4,392,000	3,727,874	(664,126)	(15.12%)
OTHER FINANCING USES						
57011 Transfers Out - within a Fund	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
ADMINISTRATIVE CONTROL ACCOUNT						
59002 Advances	0	0	0	0	0	N/A
59003 Advances Clearing	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
TOTAL EXPENDITURES	6,167,546	15,915,151	4,392,000	3,727,874	(664,126)	(15.12%)
Adjustments to Reserves/Encumbrances:						
Loan from Petaluma Aqueduct Capital Fund	0	0		0		
Principal payment on Loan from Petaluma /	0	0		0		
Advances	0	0		0		
Outstanding Encumbrances - Net Change	(290,022)	0		0		
Capitalized Interest	(559,262)	0		0		
Proceeds from State Loan & Other LT Debt	0	0		0		
PY CIP adjustment - reclass to PY Exp (los	0	0		0		
B & I Tsfr to ISF (Facilities) Fund	0	0		0		
Auditor Adj - Reversal of Duplicate Pymt	0	0		0		
Change in Deposit w/Others	0	0		0		
Move Project CIP Balance	0	0		0		
Change in Contingent Liability	0	0		0		
Post Audit Adjustment - Payables	0	0		0		
Unrealized Gain/ Loss (GASB 31)	(3,621)	22,000		0		
Rounding	1	0		0		
ENDING FUND BALANCE	1,466,782	(4,117,678)		443,902		

**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title: North Marin Water Deposit

Section/Fund No: 44300

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEGINNING FUND BALANCE	13,156	13,335		13,479		

REVENUES

USE OF MONEY / PROPERTY

44002 Interest on Pooled Cash	178	144	144	144	0	0.00%
44050 Unrealized Gains and Losses	(95)	0	0	0	0	N/A
SUBTOTAL	84	144	144	144	0	0.00%

Intergovernmental Revenue

42610 Other Governmental Agencies	0	0	0	1,279,480	1,279,480	N/A
SUBTOTAL	0	0	0	1,279,480	1,279,480	N/A

OTHER FINANCING SOURCES

47101 Transfers In - within a Fund	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A

TOTAL REVENUES	84	144	144	1,279,624	1,279,480	887640.25%
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EXPENDITURES

OTHER CHARGES

53501 Contributions	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A

OTHER FINANCING USES

57011 Transfers Out - within a Fund	0	0	0	644,248	644,248	N/A
SUBTOTAL	0	0	0	644,248	644,248	N/A

TOTAL EXPENDITURES	0	0	0	644,248	644,248	N/A
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Adjustments to Reserves/Encumbrances:

Unrealized Gain/ Loss (GASB 31)	95	0				
Rounding	0	(0)				

ENDING FUND BALANCE	13,335	13,479		648,855		
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**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title: State Loan Debt Service Fund

Section/Fund No: 44265

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEGINNING FUND BALANCE	\$6,728	(\$7,238)		\$4,803		
REVENUES						
USE OF MONEY / PROPERTY						
44002 Interest on Pooled Cash	7,150	6,006	6,006	6,006	0	0.00%
44003 Other Interest Earnings	0	0	0	0	0	N/A
44050 Unrealized Gains and Losses	(4,122)	0	0	0	0	N/A
SUBTOTAL	3,028	6,006	6,006	6,006	0	0.00%
OTHER FINANCING SOURCES						
47101 Transfers In - within a Fund	1,040,238	1,196,268	1,196,268	1,196,268	0	0.00%
47102 Transfers In - btw Govtl Funds	0	0	0	0	0	N/A
SUBTOTAL	1,040,238	1,196,268	1,196,268	1,196,268	0	0.00%
TOTAL REVENUES	1,043,266	1,202,274	1,202,274	1,202,274	0	0.00%
EXPENDITURES						
OTHER CHARGES						
53103 Interest on LT Debt	289,339	268,218	268,218	246,502	(21,716)	(8.10%)
SUBTOTAL	289,339	268,218	268,218	246,502	(21,716)	(8.10%)
OTHER FINANCING USES						
57011 Transfers Out - within a Fund	0	150,000	300,000	150,000	(150,000)	(50.00%)
SUBTOTAL	0	150,000	300,000	150,000	(150,000)	(50.00%)
ADMIN. CONTROL ACCOUNT						
59002 Advances	750,892	772,015	772,015	793,731	21,716	2.81%
59003 Advances Clearing	(750,892)	(772,015)	(772,015)	(793,731)	(21,716)	2.81%
SUBTOTAL	0	0	0	0	0	N/A
TOTAL EXPENDITURES	289,339	418,218	568,218	396,502	(171,716)	(30.22%)
Adjustments to Reserves/Encumbrances:						
Principal payments on loan	(750,892)	0				
(Increase) / Decrease in Principal Payable	(21,122)	(772,015)		(793,731)		
Unrealized Gain/ Loss (GASB 31)	4,122	0				
Rounding	(1)	0				
ENDING FUND BALANCE	(\$7,238)	\$4,803		\$16,844		

**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title: State Loan Reserve Fund

Section/Fund No: 44270

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEGINNING FUND BALANCE	\$0	\$0		\$4,000		
REVENUES						
<u>USE OF MONEY / PROPERTY</u>						
44002 Interest on Pooled Cash	12,978	4,000	0	0	0	N/A
44003 Other Interest Earnings	0	0	0	0	0	N/A
44050 Unrealized Gains and Losses	(6,893)	0	0	0	0	N/A
SUBTOTAL	6,085	4,000	0	0	0	N/A
<u>OTHER FINANCING SOURCES</u>						
47101 Transfers In - within a Fund	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
TOTAL REVENUES	6,085	4,000	0	0	0	N/A
EXPENDITURES						
<u>OTHER FINANCING USES</u>						
57011 Transfers Out - within a Fund	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
TOTAL EXPENDITURES	0	0	0	0	0	N/A
Adjustments to Reserves/Encumbrances:						
Increase in Reserve	(12,978)	0		0		
Unrealized Gain/ Loss (GASB 31)	6,893					
Rounding	0					
ENDING FUND BALANCE	\$0	\$4,000		\$4,000		

**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title:

Storage Facilities Revenue Bond - 2012A

Section/Fund No:

44280

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEGINNING FUND BALANCE	\$56,287	\$64,831		\$77,527		
REVENUES						
USE OF MONEY / PROPERTY						
44002 Interest on Pooled Cash	912	200	129	129	0	0.00%
44003 Other Interest Earnings	941	2,000	0	0	0	N/A
44050 Unrealized Gains and Losses	(336)	0	0	0	0	N/A
SUBTOTAL	1,516	2,200	129	129	0	0.00%
OTHER FINANCING SOURCES						
47101 Transfers In - within a Fund	272,526	310,471	310,471	308,527	(1,945)	(0.63%)
47102 Transfers In - btw Govtl Funds	0	0	0	0	0	N/A
SUBTOTAL	272,526	310,471	310,471	308,527	(1,945)	(0.63%)
TOTAL REVENUES	274,042	312,671	310,600	308,655	(1,945)	(0.63%)
EXPENDITURES						
SERVICES AND SUPPLIES						
51242 Bank Charges	863	1,500	1,500	1,500	0	0.00%
SUBTOTAL	863	1,500	1,500	1,500	0	0.00%
OTHER CHARGES						
53103 Interest on LT Debt	109,350	108,670	108,670	103,876	(4,794)	(4.41%)
53104 Other Interest Expense	(4,781)	0	0	0	0	N/A
53105 Costs of Issuance	0	0	0	0	0	N/A
SUBTOTAL	104,569	108,670	108,670	103,876	(4,794)	(4.41%)
OTHER FINANCING USES						
57011 Transfers Out - within a Fund	0	30,000	30,000	0	(30,000)	(100.00%)
SUBTOTAL	0	30,000	30,000	0	(30,000)	(100.00%)
ADMIN. CONTROL ACCOUNT						
59004 Administrative Control Account	155,150	159,805	159,805	162,908	3,103	1.94%
59005 Admin Control Acct Clearing	(155,150)	(159,805)	(159,805)	(162,908)	(3,103)	1.94%
SUBTOTAL	0	0	0	0	0	N/A
TOTAL EXPENDITURES	105,432	140,170	140,170	105,376	(34,794)	(24.82%)
Adjustments to Reserves/Encumbrances:						
Principal payments on bonds	(155,150)	(159,805)		(162,908)		
Restricted cash with trustee (reserve)	(473)					
Debt Issuance Costs						
(Increase) / Decrease in Bonds Payable	0					
Amortization of bond discount	(10,307)	0		0		
Amortization of deferred amount of refunding	5,526	0		0		
Unrealized Gain/ Loss (GASB 31)	336					
Rounding	1					
ENDING FUND BALANCE	\$64,831	\$77,527		\$117,898		

**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title:

Common Facilities Revenue Bonds - 2012 A

Section/Fund No:

44275

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEG. FUND BALANCE	\$90,741	\$101,961		\$162,002		
REVENUES						
USE OF MONEY / PROPERTY						
44002 Interest on Pooled Cash	1,397	343	343	343	0	0.00%
44003 Other Interest Earnings	1,317	3,000	0	0	0	N/A
44050 Unrealized Gains and Losses	(533)	0	0	0	0	N/A
SUBTOTAL	2,182	3,343	343	343	0	0.00%
OTHER FINANCING SOURCES						
47101 Transfers In - within a Fund	380,655	434,680	434,680	431,957	(2,723)	(0.63%)
47102 Transfers In - btw Govtl Funds	0	0	0	0	0	N/A
SUBTOTAL	380,655	434,680	434,680	431,957	(2,723)	(0.63%)
TOTAL REVENUES	382,837	438,024	435,024	432,300	(2,723)	(0.63%)
EXPENDITURES						
SERVICES AND SUPPLIES						
51242 Bank Charges	1,120	2,000	2,000	2,000	0	0.00%
SUBTOTAL	1,120	2,000	2,000	2,000	0	0.00%
OTHER CHARGES						
53103 Interest on LT Debt	153,118	152,215	152,215	145,502	(6,713)	(4.41%)
53104 Other Interest Expense	(6,645)	0	0	0	0	N/A
53105 Costs of Issuance	0	0	0	0	0	N/A
SUBTOTAL	146,473	152,215	152,215	145,502	(6,713)	(4.41%)
OTHER FINANCING USES						
57011 Transfers Out - within a Fund	0	0	0	210,000	210,000	N/A
SUBTOTAL	0	0	0	210,000	210,000	N/A
ADMIN. CONTROL ACCOUNT						
59004 Administrative Control Account	217,250	223,768	223,768	228,113	4,345	1.94%
59005 Admin Control Acct Clearing	(217,250)	(223,768)	(223,768)	(228,113)	(4,345)	1.94%
SUBTOTAL	0	0	0	0	0	N/A
TOTAL EXPENDITURES	147,593	154,215	154,215	357,502	203,287	131.82%
Adjustments to Reserves/Encumbrances:						
Principal payments on bonds	(217,250)	(223,768)		(228,113)		
Proceeds from issuance	0	0		0		
2003A Bond Redemption	0	0		0		
2003A Deferred amount of refunding	0	0		0		
Underwriters Discount	0	0		0		
Reclass of good faith on refunding to LT Bonc	0	0		0		
(Increase) / Decrease in Bonds Payable	0	0		0		
Restricted cash with trustee (reserve)	(662)	0		0		
Amortization of bond discount	0	0		0		
Amortization of bond premium	(14,432)	0		0		
Amortization of bond issuance costs	0	0		0		
Amortization of deferred amount of refunding	7,787	0		0		
Unrealized Gain/ Loss (GASB 31)	533	0		0		
Rounding	0	0		0		
ENDING FUND BALANCE	\$101,961	\$162,002		\$8,687		

**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title:

Sonoma Aqueduct Revenue Bonds 2012

Section/Fund No:

44285

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEGINNING FUND BALANCE	\$144,936	\$154,832		\$188,698		
REVENUES						
USE OF MONEY / PROPERTY						
44002 Interest on Pooled Cash	1,766	515	515	515	0	0.00%
44003 Other Interest Earnings	774	0	0	0	0	N/A
44050 Unrealized Gains and Losses	(820)	0	0	0	0	N/A
SUBTOTAL	1,720	515	515	515	0	0.00%
OTHER FINANCING SOURCES						
47101 Transfers In - within a Fund	225,519	255,693	255,693	254,094	(1,600)	(0.63%)
47102 Transfers In - btw Govtl Funds	0	0	0	0	0	N/A
SUBTOTAL	225,519	255,693	255,693	254,094	(1,600)	(0.63%)
TOTAL REVENUES	227,239	256,208	256,208	254,608	(1,600)	(0.62%)
EXPENDITURES						
SERVICES AND SUPPLIES						
51242 Bank Charges	752	1,500	1,500	1,500	0	0.00%
SUBTOTAL	752	1,500	1,500	1,500	0	0.00%
OTHER CHARGES						
53103 Interest on LT Debt	89,932	89,414	89,414	85,471	(3,943)	(4.41%)
53104 Other Interest Expense	(3,892)	0	0	0	0	N/A
53105 Costs of Issuance	0	0	0	0	0	N/A
SUBTOTAL	86,040	89,414	89,414	85,471	(3,943)	(4.41%)
OTHER FINANCING USES						
57011 Transfers Out - within a Fund	0	0	0	220,000	220,000	N/A
SUBTOTAL	0	0	0	220,000	220,000	N/A
ADMIN. CONTROL ACCOUNT						
59004 Administrative Control Account	127,600	131,428	131,428	133,980	2,552	1.94%
59005 Admin Control Acct Clearing	(127,600)	(131,428)	(131,428)	(133,980)	(2,552)	1.94%
SUBTOTAL	0	0	0	0	0	N/A
TOTAL EXPENDITURES	86,792	90,914	90,914	306,971	216,057	237.65%
Adjustments to Reserves/Encumbrances:						
(Increase)/Decrease in Bonds Payable						
Principal Payments on Bonds	(127,600)	(131,428)		(133,980)		
Proceeds from issuance	0	0		0		
(Increase) / Decrease in Bonds Payable	0	0		0		
Restricted cash with trustee (reserve)	121	0		0		
Amortization of bond discount	(8,477)	0		0		
Amortization of deferred amount of refund	4,584	0		0		
Unrealized Gain/ Loss (GASB 31)	820	0		0		
Rounding	1	0		0		
ENDING FUND BALANCE	\$154,832	\$188,698		\$2,355		

**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title:

Storage Facilities Revenue Bonds 2015

Section/Fund No:

44290

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEGINNING FUND BALANCE	\$2,376,295	\$2,056,616		\$372,807		
REVENUES						
USE OF MONEY / PROPERTY						
44002 Interest on Pooled Cash	25,572	10,000	257	257	0	0.00%
44003 Other Interest Earnings	0	0	0	0	0	N/A
44050 Unrealized Gains and Losses	(12,862)	0	0	0	0	N/A
SUBTOTAL	12,710	10,000	257	257	0	0.00%
OTHER FINANCING SOURCES						
47101 Transfers In - within a Fund	844,733	967,467	967,467	974,558	7,091	0.73%
47102 Transfers In - btw Govtl Funds	0	0	0	0	0	N/A
SUBTOTAL	844,733	967,467	967,467	974,558	7,091	0.73%
TOTAL REVENUES	857,443	977,467	967,725	974,816	7,091	0.73%
EXPENDITURES						
SERVICES AND SUPPLIES						
51242 Bank Charges	2,810	2,500	2,500	4,000	1,500	60.00%
SUBTOTAL	2,810	2,500	2,500	4,000	1,500	60.00%
OTHER CHARGES						
53103 Interest on LT Debt	283,672	277,349	277,349	264,090	(13,259)	(4.78%)
53104 Other Interest Expense	(13,525)	0	0	0	0	N/A
53105 Costs of Issuance	0	0	0	0	0	N/A
SUBTOTAL	270,147	277,349	277,349	264,090	(13,259)	(4.78%)
OTHER FINANCING USES						
57011 Transfers Out - within a Fund	350,000	1,820,000	120,000	10,000	(110,000)	(91.67%)
57012 Transfers Out - btw Govtl Fund	0	0	0	0	0	N/A
SUBTOTAL	350,000	1,820,000	120,000	10,000	(110,000)	(91.67%)
59004 Administrative Control Account	553,501	561,427	561,427	579,352	17,925	3.19%
59005 Admin Control Acct Clearing	(553,501)	(561,427)	(561,427)	(579,352)	(17,925)	3.19%
SUBTOTAL	0	0	0	0	0	N/A
TOTAL EXPENDITURES	622,957	2,099,849	399,849	278,090	(121,759)	(30.45%)
Adjustments to Reserves/Encumbrances:						
Proceeds from Bond Issuance		0				
Proceeds from Taxable Bond Issuance		0				
Loss on Refunding of Debt	5,058	0				
Restricted Cash w/Fiscal Agent	0					
Principal Payment	(553,501)	(561,427)		(579,352)		
Special Fund Stmt's!B449	0	0		0		
Amortization of Bond Premium	(18,582)	0		0		
Unrealized Gain/ Loss (GASB 31)	12,862					
Rounding	(2)	(0)				
ENDING FUND BALANCE	\$2,056,616	\$372,807		\$490,181		

**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title: Common Facilities Revenue Bonds 2015

Section/Fund No: 44295

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEG. FUND BALANCE	\$5,245,072	\$1,136,183		\$34,801		
REVENUES						
USE OF MONEY / PROPERTY						
44002 Interest on Pooled Cash	54,024	5,000	1,716	1,716	0	0.00%
44003 Other Interest Earnings	0	0	0	0	0	N/A
44050 Unrealized Gains and Losses	(35,201)	0	0	0	0	N/A
SUBTOTAL	18,823	5,000	1,716	1,716	0	0.00%
OTHER FINANCING SOURCES						
47101 Transfers In - within a Fund	624,121	717,738	717,738	719,056	1,318	0.18%
47102 Transfers In - btw Govtl Funds	0	0	0	0	0	N/A
SUBTOTAL	624,121	717,738	717,738	719,056	1,318	0.18%
TOTAL REVENUES	642,944	722,738	719,454	720,772	1,318	0.18%
EXPENDITURES						
SERVICES AND SUPPLIES						
51242 Bank Charges	3,236	2,500	2,500	4,000	1,500	60.00%
SUBTOTAL	3,236	2,500	2,500	4,000	1,500	60.00%
OTHER CHARGES						
53103 Interest on LT Debt	475,604	473,046	473,046	465,617	(7,429)	(1.57%)
53104 Other Interest Expense	(21,956)	0	0	0	0	N/A
53105 Costs of Issuance	0	0	0	0	0	N/A
SUBTOTAL	453,649	473,046	473,046	465,617	(7,429)	(1.57%)
OTHER FINANCING USES						
57011 Transfers Out - within a Fund	4,166,695	1,200,000	250,000	120,000	(130,000)	(52.00%)
57012 Transfers Out - btw Govtl Fund	0	0	0	0	0	N/A
SUBTOTAL	4,166,695	1,200,000	250,000	120,000	(130,000)	(52.00%)
ADMIN. CONTROL ACCOUNT						
59004 Administrative Control Account	141,499	148,574	148,574	155,649	7,075	4.76%
59005 Admin Control Acct Clearing	(141,499)	(148,574)	(148,574)	(155,649)	(7,075)	4.76%
SUBTOTAL	0	0	0	0	0	N/A
TOTAL EXPENDITURES	4,623,580	1,675,546	725,546	589,617	(135,929)	(18.73%)
Adjustments to Reserves/Encumbrances:						
Proceeds Bond Issuance	0	0		0		
Cost of Issuance	0	0		0		
Restricted Cash w/Fiscal Agent	0	0		0		
Principal Payment	(141,499)	(148,574)		(155,649)		
Revenue Bonds Pay - Change in Current	0	0		0		
Amortization of Bond Premium	(26,471)	0		0		
Change in Reserved Fund Balance	0					
Loss on Refunding Debt	4,515	0		0		
Post Audit Adjustments - Closing COI	0	0		0		
Unrealized Gain/ Loss (GASB 31)	35,201	0		0		
Rounding	1	(0)		0		
ENDING FUND BALANCE	\$1,136,183	\$34,801		\$10,307		

**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title:

Sonoma Aqueduct Revenue Bonds 2015

Section/Fund No:

44305

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEGINNING FUND BALANCE	\$1,146,592	\$1,159,046		\$1,173,808		
REVENUES						
USE OF MONEY / PROPERTY						
44002 Interest on Pooled Cash	11,747	8,580	8,580	8,580	0	0.00%
44003 Other Interest Earnings	0	0	0	0	0	N/A
44050 Unrealized Gains and Losses	(6,275)	0	0	0	0	N/A
SUBTOTAL	5,472	8,580	8,580	8,580	0	0.00%
OTHER FINANCING SOURCES						
47101 Transfers In - within a Fund	41,812	47,394	47,394	47,394	0	0.00%
47102 Transfers In - btw Govtl Funds	0	0	0	0	0	N/A
SUBTOTAL	41,812	47,394	47,394	47,394	0	0.00%
TOTAL REVENUES	47,284	55,974	55,974	55,974	0	0.00%
EXPENDITURES						
SERVICES AND SUPPLIES						
51242 Bank Charges	393	500	500	500	0	0.00%
SUBTOTAL	393	500	500	500	0	0.00%
OTHER CHARGES						
53103 Interest on LT Debt	40,711	40,712	40,712	40,712	0	0.00%
53104 Other Interest Expense	(1,685)	0	0	0	0	N/A
53105 Costs of Issuance	0	0	0	0	0	N/A
SUBTOTAL	39,027	40,712	40,712	40,712	0	0.00%
OTHER FINANCING USES						
57011 Transfers Out - within a Fund	0	0	0	1,170,000	1,170,000	N/A
SUBTOTAL	0	0	0	1,170,000	1,170,000	N/A
ADMIN. CONTROL ACCOUNT						
59004 Administrative Control Account	0	0	0	0	0	N/A
59005 Admin Control Acct Clearing	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
TOTAL EXPENDITURES	39,420	41,212	41,212	1,211,212	1,170,000	2838.98%
Adjustments to Reserves/Encumbrances:						
Proceeds Bond Issuance	0	0		0		
Restricted Cash w/Fiscal Agent	0	0		0		
Principal Payment	0	0		0		
Deposit to Cost of Issuance Fund	0	0		0		
Amortization of Bond Premium	(1,685)	0		0		
Unrealized Gain/ Loss (GASB 31)	6,275	0		0		
Change in Reserved Fund Balance	0			0		
Rounding	0	0		0		
ENDING FUND BALANCE	\$1,159,046	\$1,173,808		\$18,570		

**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title: Common Facilities Revenue Bonds 2019

Section/Fund No: 44310

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEG. FUND BALANCE	\$0	\$0		\$0		
REVENUES						
USE OF MONEY / PROPERTY						
44002 Interest on Pooled Cash	0	0	0	12,870	12,870	N/A
44003 Other Interest Earnings	0	0	0	0	0	N/A
44050 Unrealized Gains and Losses	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	12,870	12,870	N/A
OTHER FINANCING SOURCES						
47101 Transfers In - within a Fund	0	0	0	1,017,876	1,017,876	N/A
47102 Transfers In - btw Govtl Funds	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	1,017,876	1,017,876	N/A
TOTAL REVENUES	0	0	0	1,030,746	1,030,746	N/A
EXPENDITURES						
SERVICES AND SUPPLIES						
51242 Bank Charges	0	0	0	4,087	4,087	N/A
SUBTOTAL	0	0	0	4,087	4,087	N/A
OTHER CHARGES						
53103 Interest on LT Debt	0	0	0	317,547	317,547	N/A
53104 Other Interest Expense	0	0	0	0	0	N/A
53105 Costs of Issuance	0	0	0	367,826	367,826	N/A
SUBTOTAL	0	0	0	685,373	685,373	N/A
OTHER FINANCING USES						
57011 Transfers Out - within a Fund	0	0	0	5,200,000	5,200,000	N/A
57012 Transfers Out - btw Govtl Fund	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	5,200,000	5,200,000	N/A
ADMIN. CONTROL ACCOUNT						
59004 Administrative Control Account	0	0	0	243,627	243,627	N/A
59005 Admin Control Acct Clearing	0	0	0	(243,627)	(243,627)	N/A
SUBTOTAL	0	0	0	0	0	N/A
TOTAL EXPENDITURES	0	0	0	5,889,460	5,889,460	N/A
Adjustments to Reserves/Encumbrances:						
Long Term Debt proceeds	0	0		0		
Increase/(Decrease) in Bonds Payable	0	0		0		
Unrealized Gains and Losses	0	0		0		
Proceeds Bond Issuance	0	0		9,400,000		
Deposit to Cost of Issuance Fund	0	0		0		
Restricted Cash w/Fiscal Agent	0	0		0		
Principal Payment	0	0		(243,627)		
Revenue Bonds Pay - Change in Current l	0	0		0		
Amortization of Bond Premium	0	0		0		
Change in Reserved Fund Balance	0	0		0		
Post Audit Adjustments - Closing COI	0	0		0		
Loss on Refunding of Debt	0	0		0		
Unrealized Gain/ Loss (GASB 31)	0	0		0		
Rounding	0	0		0		
ENDING FUND BALANCE	\$0	\$0		\$4,297,659		

**FY 2018-19 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title:

Sonoma Aqueduct Revenue Bonds 2019

Section/Fund No:

44315

Account Title	Actual 2016-2017	Estimated 2017-2018	Adopted 2017-2018	Requested 2018-19	Difference	Percent Change
BEGINNING FUND BALANCE	\$0	\$0		\$0		
REVENUES						
USE OF MONEY / PROPERTY						
44002 Interest on Pooled Cash	0	0	0	10,296	10,296	N/A
44003 Other Interest Earnings	0	0	0	0	0	N/A
44050 Unrealized Gains and Losses	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	10,296	10,296	N/A
OTHER FINANCING SOURCES						
47101 Transfers In - within a Fund	0	0	0	227,398	227,398	N/A
47102 Transfers In - btw Govtl Funds	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	227,398	227,398	N/A
TOTAL REVENUES	0	0	0	237,694	237,694	N/A
EXPENDITURES						
SERVICES AND SUPPLIES						
51242 Bank Charges	0	0	0	913	913	N/A
SUBTOTAL	0	0	0	913	913	N/A
OTHER CHARGES						
53103 Interest on LT Debt	0	0	0	70,941	70,941	N/A
53104 Other Interest Expense	0	0	0	0	0	N/A
53105 Costs of Issuance	0	0	0	82,174	82,174	N/A
SUBTOTAL	0	0	0	153,115	153,115	N/A
OTHER FINANCING USES						
57011 Transfers Out - within a Fund	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
ADMIN. CONTROL ACCOUNT						
59004 Administrative Control Account	0	0	0	54,427	54,427	N/A
59005 Admin Control Acct Clearing	0	0	0	(54,427)	(54,427)	N/A
SUBTOTAL	0	0	0	0	0	N/A
TOTAL EXPENDITURES	0	0	0	154,028	154,028	N/A
Adjustments to Reserves/Encumbrances:						
Unrealized Gains and Losses	0	0		0		
Proceeds Bond Issuance	0	0		2,100,000		
Restricted Cash w/Fiscal Agent	0	0		0		
Principal Payment	0	0		(54,427)		
Deposit to Cost of Issuance Fund	0	0		0		
Amortization of Bond Premium	0	0		0		
Unrealized Gain/ Loss (GASB 31)	0	0		0		
Change in Reserved Fund Balance	0	0		0		
Rounding	0	0		0		
ENDING FUND BALANCE	\$0	\$0		\$2,129,238		

REVENUE BOND / STATE LOAN CHARGES - WATER RATES AND ESTIMATED REVENUES FOR FY18-19

A. ANNUAL DEBT SERVICE REQUIREMENTS

	Common Facilities	Watershed Plan Restoration	Water Conservation	Storage Facilities	Sonoma Pipeline Facilities
2012 A Revenue Bond	44275	TBD	TBD	44280	44285
PRINCIPAL	228,113			162,908	133,980
INTEREST	145,502			103,876	85,471
FISCAL AGENT FEES	2,000			1,500	1,500
DEBT ISSUANCE COSTS					
Total Individual Bond Payments	375,615	0		268,284	220,951
Bond Reserve	56,342	0		40,243	33,143
Total Individual Bond Debt Service	431,957	0		308,527	254,094
2015A Revenue Bond	44295			44290	44305
PRINCIPAL	155,649			579,352	0
INTEREST	465,617			264,090	40,712
FISCAL AGENT FEES	4,000			4,000	500
DEBT ISSUANCE COSTS					
Total Individual Bond Payments	625,266			847,442	41,212
Bond Reserve (fully funded)	93,790			127,116	6,182
Total Individual Bond Debt Service	719,056			974,558	47,394
2019A Revenue Bond					
PRINCIPAL	243,627				54,427
INTEREST	317,547				70,941
FISCAL AGENT FEES	4,087				913
DEBT ISSUANCE COSTS	367,826				82,174
Total Individual Bond Payments	933,087			0	208,456
Bond Reserve (fully funded)	84,789			0	18,942
Total Individual Bond Debt Service	1,017,876			0	227,398
2013 Capital Fund Loan Requirement					
PRINCIPAL	0				
INTEREST	0				
FISCAL AGENT FEES	0				
DEBT ISSUANCE COSTS	0				
DISCOUNT/BONDS	0				
Total Individual Loan Payments	0				
Loan Reserve					
Total Individual Loan Debt Service	0				
2013 Santa Rosa AQ Capital Fund Loan					
PRINCIPAL					
INTEREST					
FISCAL AGENT FEES					
DEBT ISSUANCE COSTS					
DISCOUNT/BONDS					
Total Individual Loan Payments					
Loan Reserve					
Total Individual Loan Debt Service	0			0	0
2013 Petaluma AQ Capital Fund Loan					
PRINCIPAL					
INTEREST					
FISCAL AGENT FEES					
DEBT ISSUANCE COSTS					
DISCOUNT/BONDS					
Total Individual Loan Payments					
Loan Reserve					
Total Individual Loan Debt Service	0			0	
<u>1. 09/10 Financing Exp for Common Fac incl above until index established</u>	Mirabel Generators	TBD - RRIFR	TBD - Water Ed Bldg	TBD - Oakmont Pipeline	
PRINCIPAL	0				
INTEREST	0				
FISCAL AGENT FEES	0				
DEBT ISSUANCE COSTS	0				
Total Individual Bond Payments	0	0	0	0	0
Reserve	0	0	0	0	0

REVENUE BOND / STATE LOAN CHARGES - WATER RATES AND ESTIMATED REVENUES FOR FY18-19

A. ANNUAL DEBT SERVICE REQUIREMENTS

	Common Facilities	Watershed Plan Restoration	Water Conservation	Storage Facilities	Sonoma Pipeline Facilities
Total Individual Financing Debt Service	0	0	0	0	0
	44265				
SRF LOAN	675439				
PRINCIPAL	793,731			N.A	N.A
INTEREST	246,502			N.A	N.A
Total Individual Loan Payments	1,040,233				
Reserve Requirement	156,035				
Total SRF Debt Service	1,196,268				
SRF LOAN RESERVE RESERVE				N.A	N.A
Total SRF Debt Service	1,196,268				
TOTAL DEBT SERVICE	\$3,365,157	\$0	\$0	\$1,283,085	\$528,885
LESS REV. FROM N. MARIN REV. BOND CHARGES	290,814				
REMAINING REVENUE REQUIREMENT	\$3,074,343	\$0	\$0	\$1,283,085	\$528,885

B. CALCULATIONS OF WATER RATES FOR FY18-19

	Common Facilities Debt Service Charge	Watershed Plan Restoration Debt Service Charge	Water Conservation Debt Service Charge	Storage Facilities Revenue Bonds Charge	Sonoma Pipeline Facilities Revenue Bonds Charge
REVENUE REQUIREMENT	\$3,074,343.37	\$0	\$0	\$1,283,085	\$528,885
APPLICABLE BASE WATER DELIVERIES IN A.F.	31,263.57	41,698.0	41,698.0	31,263.57	3,706.8
CHARGES PER ACRE-FEET	\$98.34	\$0.00	\$0.00	\$41.04	\$142.68

C. CALCULATIONS OF NORTH MARIN REVENUE BONDS CHARGE

REVENUE REQUIREMENT FOR COMMON FACILITIES DEBT SERVICE (Remaining Facilities per RA 4.3a2)	2,347,281
N. MARIN'S SHARE (REV. REQMT. FOR COMMON FAC. DEBT SERVICE X (11.2/90.4))	290,814
ESTIMATED WATER DELIVERIES TO NORTH MARIN (IN A.F.)	5,166
NORTH MARIN REVENUE BONDS CHARGE	56.29
REVENUE REQUIREMENT FOR COMMON FACILITIES DEBT SERVICE (Additional Facilities per RA 4.3b9)	-
N. MARIN'S SHARE (REV. REQMT. FOR COMMON FAC. DEBT SERVICE X (19.9/146.2))	-
ESTIMATED WATER DELIVERIES TO NORTH MARIN (IN A.F.)	5,166
NORTH MARIN REVENUE BONDS CHARGE	-
Common Facilities	
Debt Service RA 4.3a2 (remaining facilities)	2,347,281
N. Marin's Share (11.2/90.4)	290,814
Estimated Water Deliveries to N. Marin	5,166.3
Applicable portion of the N. Marin R. Bonds Charge	\$56.29
Total Revenue Required	\$2,347,281
Debt service - Additional Facilities	-
Revenue base for NMWD	\$2,347,281
2015A New Money P&I Begins 2020	
Debt Service RA 4.3b9 (additional facilities)	0
N. Marin's Share (19.9/146.2)	-
Estimated Water Deliveries to N. Marin	5,166 Update formula for the lesser of three years or 12 months average delivery.
Applicable portion of the N. Marin R. Bonds Charge	\$ -
Total NMWD Share	290,814
NMWD Total Bonds Charge	\$56.29

FY 2018-19 BUDGET
Water Transmission System - Fund Balances and Operating Transfers

Fund	Index	OT Out (57012)	To	OT In (47102)	Fund Bal. (Stmnt.)	Fund Bal. (Cash)	Diff.
Santa Rosa Aq. Capital Fund	44230	0		407,973	6,969,309	6,969,309	(0)
Petaluma Aq. Capital Fund	44235	0		225,359	6,724,810	6,724,810	0
Sonoma Aq. Capital Fund	44240	0		1,390,000	1,942,480	1,942,480	0
Sonoma Rev Bond 2012 Fund	44285	220,000	Sonoma AQ	254,094	2,355	2,355	0
Sonoma Rev Bond 2015 Fund	44305	1,170,000	Sonoma AQ	47,394	18,570	18,570	0
Sonoma Rev Bond 2019 Fund				227,398	2,129,238	2,129,238	
Storage Rev Bond 2012 Fund	44280	0	Storage Facilities	308,527	117,897	117,898	1
Storage Rev Bond 2015 Fund	44290	10,000	Storage Facilities	974,558	490,181	490,181	(0)
Common Rev Bond 2012 Fund	44275	210,000	Common Facilities	431,957	8,687	8,687	(0)
Common Rev Bond 2015 Fund	44295	120,000	Common Facilities	719,056	10,307	10,307	0
Common Rev Bond 2019 Fund		5,200,000	North Marin	1,017,876	4,297,659	4,297,659	
State Loan Debt Service	44265	150,000	Common Facilities	1,196,268	16,844	16,844	0
State Loan Reserve	44270	0		0	4,000	4,000	0
Capital Lease Financing		0		0	0	0	0
Agency Fund (Discretionary)	44205	1,956,626	Common Facilities	0	2,619,546	2,619,546	0
Agency Fund (Charges)	44205	11,664,411		0			
Pipeline Facilities	44255			0	0	0	0
Storage Facilities	44250			10,000	53,614	53,615	0
Common Facilities	44260			8,280,874	443,901	443,902	0
North Marin	44300	644,248		0	648,856	648,855	(0)
Water Management Planning	44210			41,772	541,464	541,465	0
Watershed Planning/Restoration	44215			3,803,958	3,468,705	3,468,706	1
Recycled Water & Local Supply	44220			122,000	274,821	274,821	0
Water Conservation	44225			1,886,222	104,927	104,927	(0)
Total		21,345,285		21,345,285	30,888,173	30,888,176	3

Common Facilities OT - in 47101 From

Water Transmission (discretionary)	1,956,626
Water Transmission (Charges)	-
North Marin	644,248
2012 Bond Fund	210,000
2015 Bond Fund	120,000
2019 Bond Fund	5,200,000
State Loan Debt Service	150,000
	<u>8,280,874</u>

O&M Rate Computation
Revenue Requirement - Transfers Out:

11,664,411

Agency Fund (Charges) OT - Out To:

<u>AQ Capital Funds</u>	
Santa Rosa Aq. Capital Fund	407,973
Petaluma Aq. Capital Fund	225,359
Sonoma Aq. Capital Fund	<u>0</u>
	633,332

Agency Fund (Charges) OT - Out To:
Summary

AQ Capital Funds	633,332
Debt Service Funds	5,177,127
WT Subfunds	<u>5,853,952</u>
	11,664,411

Debt Service Funds

Sonoma Rev Bond 2012 Fund	254,094
Sonoma Rev Bond 2015 Fund	47,394
Sonoma Rev Bond 2019 Fund	227,398
Storage Rev Bond 2012 Fund	308,527
Storage Rev Bond 2015 Fund	974,558
Common Rev Bond 2012 Fund	431,957
Common Rev Bond 2015 Fund	719,056
Common Rev Bond 2019 Fund	1,017,876
State Loan Debt Service	1,196,268
State Loan Reserve	0
Capital Lease Financing	<u>0</u>
	5,177,127

Capital Funds and North Marin 1,956,626

Total 13,621,037

See Next Page for Bond Proceeds Summary

Capital Funds and North Marin

Pipeline Facilities	0
Storage Facilities	0
Common Facilities	1,956,626
North Marin	<u>0</u>
	1,956,626

WT Subfunds

Water Management Planning	41,772
Watershed Planning/Restoration	3,803,958
Recycled Water & Local Supply	122,000
Water Conservation	<u>1,886,222</u>
	5,853,952

Total 13,621,037

2015A Water Revenue Bonds - Summary

13,600,000 Principal received

FY15-16 **FY16-17** **FY17-18** **FY18-19**
Actuals **Actuals** **Estimated** **Budget**

Sonoma Rev Bond 2015:

Bond Proceeds:	1,100,000	Fund Balance:	88,750	
Transfer Out To:	Sonoma AQ Capital Fund			Projects
0.00	0	0	1,170,000	Sonoma Booster Station (SBS) Pumping/Elec Upgrades

Balance: 18,750

Storage Rev Bond 2015 Fund

Bond Proceeds:	3,950,000	Fund Balance:	350,181	
Transfer Out To:	Storage Facilities			Projects
0	350,000	1,850,000	10,000	Ralphine Tanks Flow Through Project
	1,600,000			Repay SR AQ Intrafund Loan
	1,950,000	1,850,000	10,000	

Balance: 490,181

Common Rev Bond 2015 Fund

Bond Proceeds:	8,550,000	Fund Balance:	802,048	
Transfer Out To:	Common Facilities			Projects
3,855,046	4,166,695	1,200,000	120,000	Mirabel Fish Screen, Mirabel Dam Bladder Replacement, Isolation Valves, MW and RR Creek Crossings

Balance: 10,307

All project allocations are based on costs net of grant funds

Per Master Ordinance, collect 1.15x debt service which generates revenue in excess of bond proceeds.

Bond Funds Expended:				
3,855,046	6,116,695	3,050,000	1,300,000	14,321,741

Balance: 519,238

**WATER TRANSMISSION SYSTEM
FY18-19 REVENUE SUMMARY CHART**

WATER CUSTOMER	FY18-19 Budgeted Water Use (Acre-Feet)	FY17-18 Rate \$/Acre-Foot	FY18-19 Proposed Rate \$/Acre-Foot	Dollar Change	Percent Change
Santa Rosa Aqueduct	16,102	\$846.78	\$877.88	\$31.10	3.67%
Petaluma Aqueduct	9,658	846.78	877.88	\$31.10	3.67%
Sonoma Aqueduct	3,707	944.56	1,001.06	\$56.50	5.98%
North Marin Water Dist.	5,166	886.28	894.17	\$7.89	0.89%
Marin Municipal – Fourth Off Peak	4,300	1,058.79	1,093.33	\$34.54	3.26%
Marin Municipal – Supplemental	968	1,058.79	1,093.33	\$34.54	3.26%
Forestville Aqueduct	373	846.78	877.88	\$31.11	3.67%
Wholesale/Municipal	921	1,133.47	1201.27	\$67.80	5.98%
Surplus	70	860.83	862.80	\$1.97	0.23%
Windsor	503	1,016.14	1,053.46	\$37.31	3.67%
TOTAL	41,768				

New Charges for Various Debt Service Payments

Name of the Revenue Bond Charge	Project Financed	FY 2017/2018 Debt Service/Per A.F.	FY 2018/2019 Debt Service/Per A.F.	Affected Customer Class
Storage Facilities Revenue Bond Charge	Kawana Springs Tank #2, Oakmont Pipeline, Kawana to Ralphine Pipeline, Kastania Tank #2	\$42.11	\$41.04	All Prime Contractors except North Marin
Common Facilities Revenue Bond Charge	Wohler-Forestville Pipeline, Collector #6	\$67.81	\$98.34	All Prime Contractors except North Marin
Sonoma Aqueduct Revenue Bond Charge	Eldridge-Madrone Pipeline	\$85.28	\$142.68	Sonoma Aqueduct customers
North Marin Revenue Bond Charge	Wohler-Forestville Pipeline, Collector #6	\$50.06	\$56.29	North Marin

FY 18-19 Proposed Budget and Rates Water Transmission System

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Transparent and Collaborative Process



- **Recommended by Technical Advisory Committee - March 5**
- **Made Presentations to:**
 - ✓ Santa Rosa BPU - March 1
 - ✓ City of Petaluma - March 5
 - ✓ Valley of the Moon Water District - March 6
 - ✓ Town of Windsor - March 7
 - ✓ City of Santa Rosa - March 13
 - ✓ City of Sonoma - March 19
 - ✓ North Marin Water District - March 20
 - ✓ City of Cotati - March 27
- **Recommended by Water Advisory Committee - April 2**

Proposed Rates for FY 18-19

Charge / Aqueduct	Santa Rosa	Petaluma	Sonoma
Deliveries (Acre-Feet)	41,768		
O&M	\$578.85	\$578.85	\$578.85
Water Management Planning	\$1.00	\$1.00	\$1.00
Watershed Planning & Restoration	\$91.07	\$91.07	\$91.07
Recycled Water and Local Supply	\$2.92	\$2.92	\$2.92
Water Conservation	\$45.16	\$45.16	\$45.16
Total O&M	\$719.00	\$719.00	\$719.00
Storage & Common Bond/Loan Charges	\$139.38	\$139.38	\$139.38
Sonoma Aqueduct Bond/Loan Charge			\$142.68
<i>Prime Contractors</i>	\$858.38	\$858.38	\$1,001.06
<u>Discretionary Charges</u>			
Capital Charges - <i>to build fund balance for future projects</i>	\$19.50	\$19.50	\$0.00
Local Recycled Water Tier 2 Program	\$0.00	\$0.00	\$0.00
<i>Prime Contractors</i>	\$19.50	\$19.50	\$0.00
Total Prime Contractors	\$877.88	\$877.88	\$1,001.06
Total Overall Increase:	3.67%	3.67%	5.98%

Rate Setting Calculation (EXAMPLE)

$$\frac{\$36,700,000}{41,768 \text{ AF}} = \$878 / \text{Acre Foot}$$

Water Sold = Lesser of:

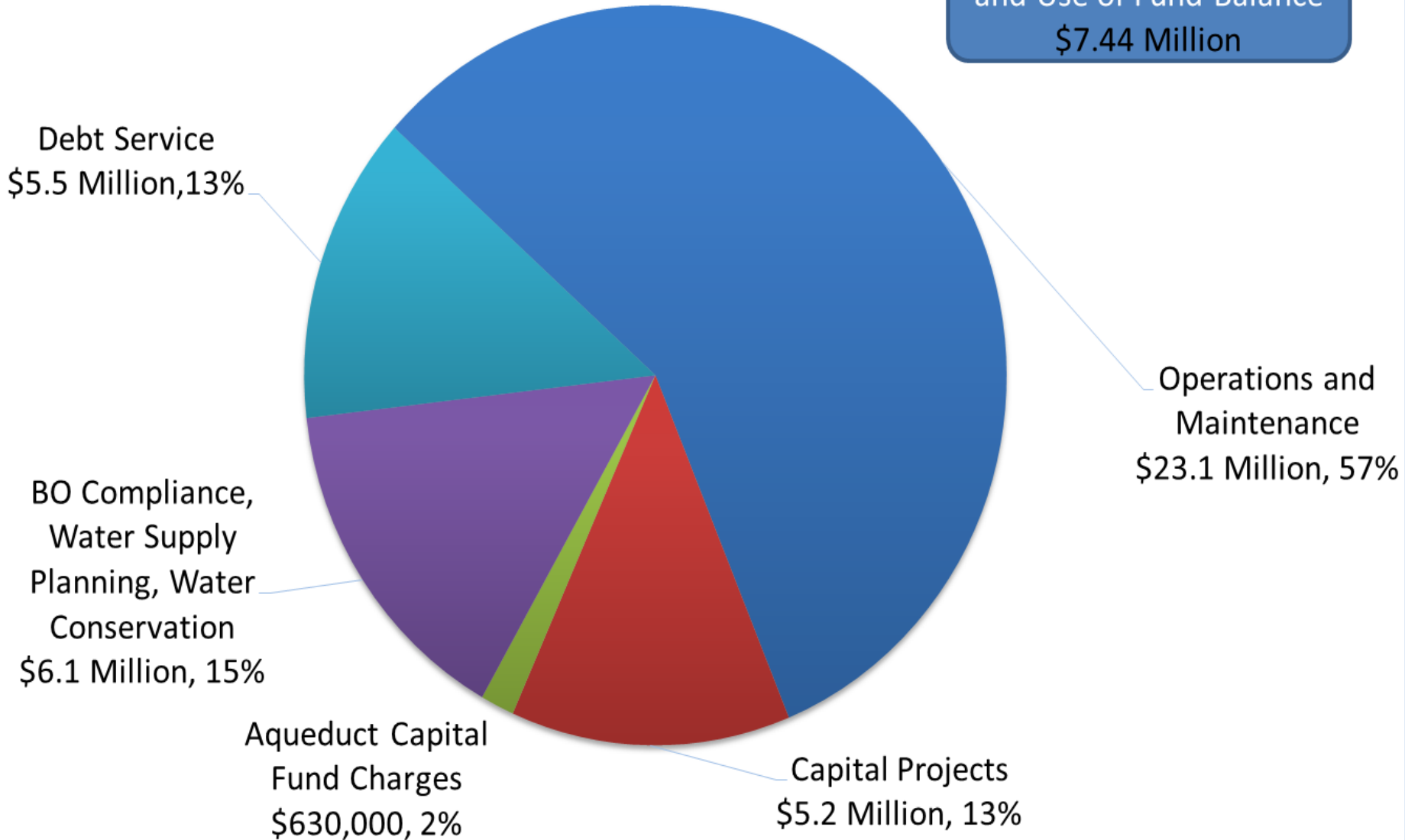
43,848 AF

or

41,768 AF

FY 18-19 Budgeted Expenditures

Grants, Bond Proceeds,
and Use of Fund Balance
\$7.44 Million



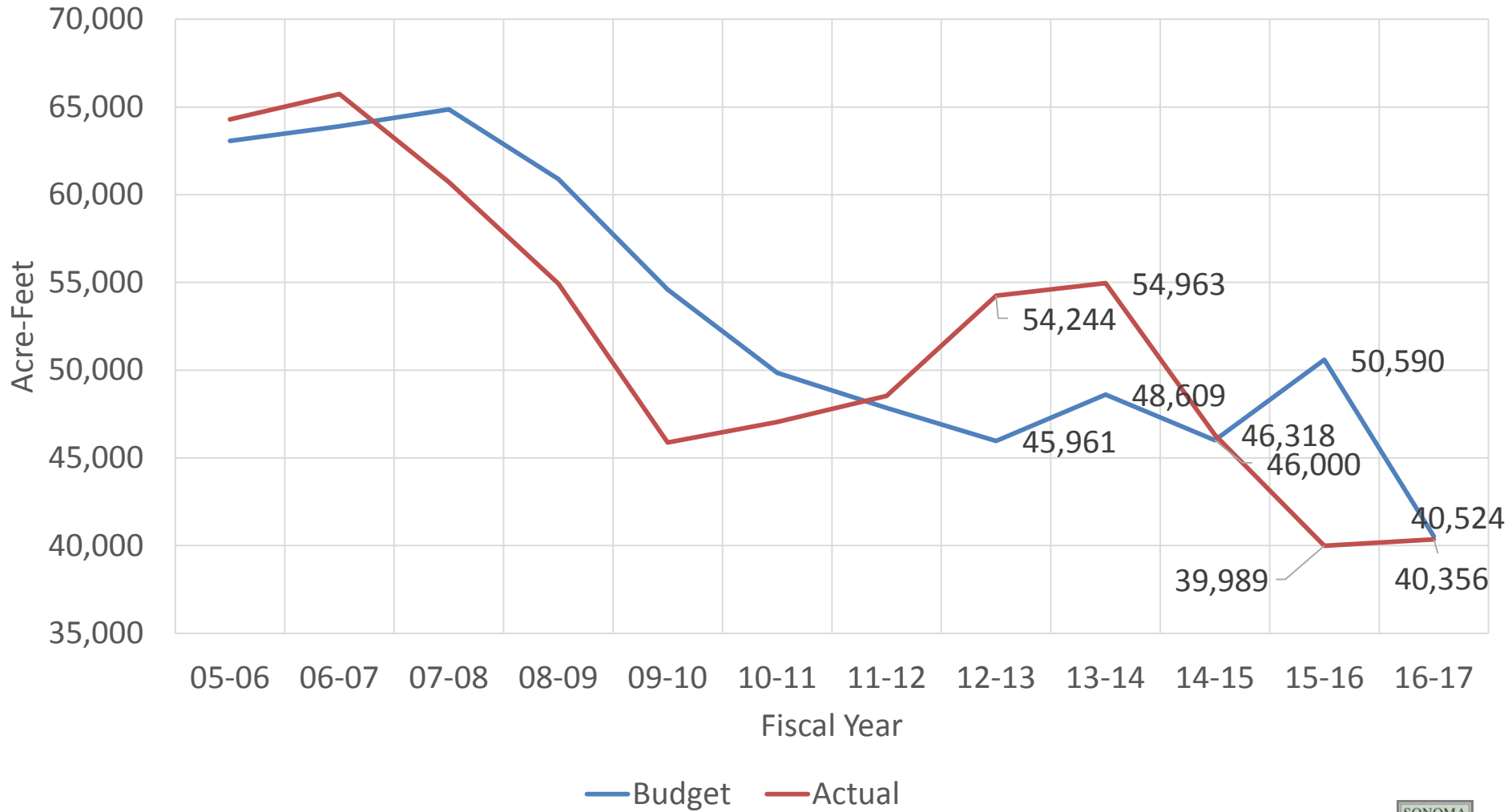
Expenditures Compared to FY 17-18

	FY17-18	FY18-19	
	Budget	Budget	Change
Operations and Maintenance	\$22.00 Million	\$23.13 Million	\$1,130,000
Capital Projects	\$5.59 Million	\$5.21 Million	(\$390,000)
BO Compliance, Water Supply Planning, Water Conservation	\$6.68 Million	\$6.05 Million	(\$630,000)
Debt Service	\$4.22 Million	\$5.47 Million	\$1,250,000
Aqueduct Capital Contribution	\$750,000	\$630,000	(\$120,000)
Totals	\$39.24 Million	\$40.49 Million	\$1,240,000

Grants, Use of Fund Balance, and Bond Proceeds	\$8,170,000	\$7,440,000	(\$730,000)
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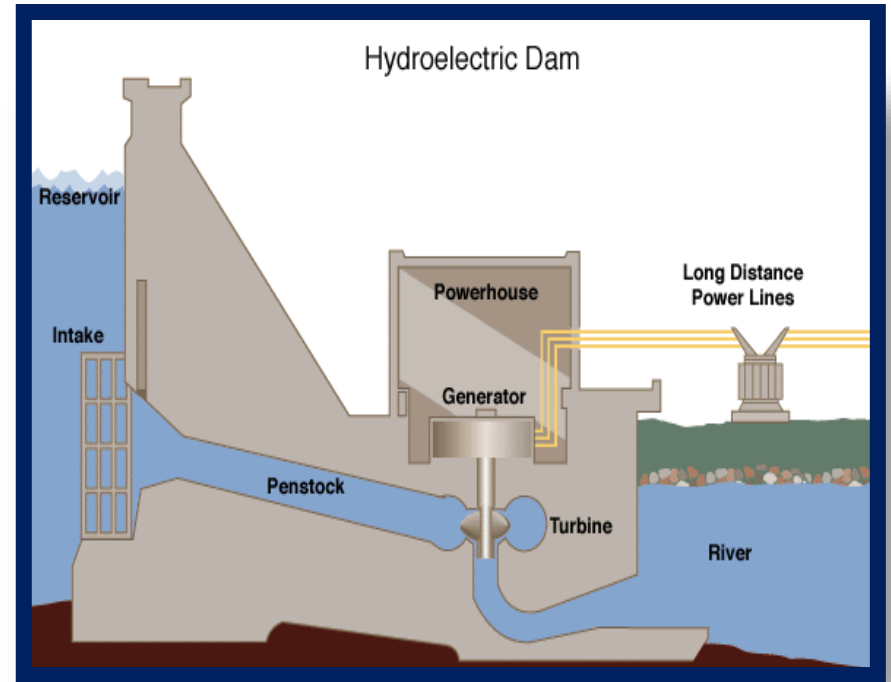


Historical Water Transmission Deliveries



Capital Projects

Warm Springs Dam Hydroturbine Retrofit



Mirabel Dam Bladder Replacement

Operations & maintenance **40¢**



Biological Opinion
Compliance,
Water Supply
Planning,
Water Conservation
11¢



Aqueduct Capital Fund **1¢**



WHERE YOUR
71¢ GOES

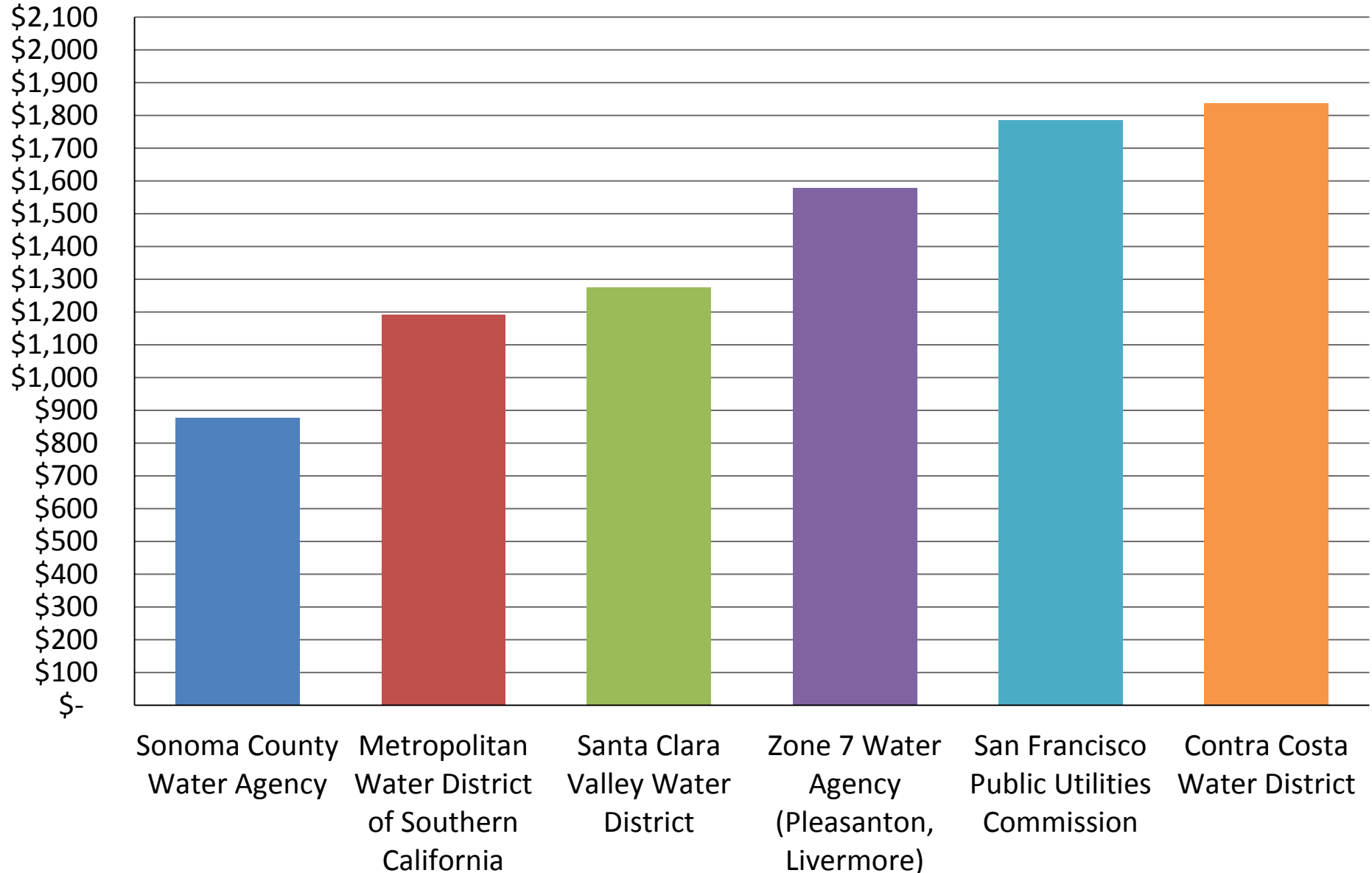


Debt Service **10¢**



Capital Projects **9¢**

2018 Wholesale Water Rates Per Acre-Foot



Proposed Rates for FY 18-19

Charge / Aqueduct	Santa Rosa	Petaluma	Sonoma
Deliveries (Acre-Feet)	41,768		
O&M	\$578.85	\$578.85	\$578.85
Water Management Planning	\$1.00	\$1.00	\$1.00
Watershed Planning & Restoration	\$91.07	\$91.07	\$91.07
Recycled Water and Local Supply	\$2.92	\$2.92	\$2.92
Water Conservation	\$45.16	\$45.16	\$45.16
Total O&M	\$719.00	\$719.00	\$719.00
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Sonoma Aqueduct Bond/Loan Charge			\$142.68
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<u>Discretionary Charges</u>			
Capital Charges - <i>to build fund balance for future projects</i>	\$19.50	\$19.50	\$0.00
Local Recycled Water Tier 2 Program	\$0.00	\$0.00	\$0.00
Prime Contractors	\$19.50	\$19.50	\$0.00
Total Prime Contractors	\$877.88	\$877.88	\$1,001.06
Total Overall Increase:	3.67%	3.67%	5.98%

Next Steps

- Unanimously approved by Technical Advisory Committee: March 2018
- Unanimously approved by Water Advisory Committee: April 2018
- Staff recommends that the Board of Directors adopt the FY18-19 Water Transmission Budget and Rates

Budget information available at
www.sonomacountywater.org/finance

Questions?



sonomacountywater.org

FY 18-19 Proposed Budget and Rates Water Transmission System

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Lynne Rosselli

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Per gallon costs:



\$54.00



\$13.00



\$10.00



\$3.35



\$3.00



\$0.002