

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

TUESDAY

MAY 22, 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 CityBus: 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 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

COUNTY COUNSEL/HUMAN RESOURCES

AND

**SONOMA COUNTY WATER AGENCY/ AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT**

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

AND

COMMUNITY DEVELOPMENT COMMISSION

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

1. Amendment to Outside Liability Counsel Agreements:
Authorize the County Counsel to execute the following amendments to existing agreements for outside liability counsel for civil defense legal services:
 - A) Extend the agreement term for an additional 24 months (from 7/1/18 through 6/30/20) with current contract maximum limits not to exceed \$1,500,000 with law firms: Foster Employment Law; Geary, Shea, O'Donnell, Grattan & Mitchell, PC; and Bluestone, Zanino & Hamilton, LLP (formerly Senneff, Freeman & Bluestone, LLP).
 - B) Extend the agreement term for an additional 24 months (from 7/1/18 through 6/30/20) and increase the contract maximum limit from \$1,500,000 to not to exceed \$2,200,000 with law firm Bertrand, Fox, Elliott, Osman & Wenzel, PC.
 - C) Extend the agreement term for an additional 24 months (from 6/1/18 through 5/31/20), and increase the contract maximum limit from \$100,000 to not to exceed \$400,000 with law firm Berry Wilkinson Law Group.
 - D) Accept an assignment agreement that transfers the existing agreement with law firm Robinson Wood, Inc. to law firm Messner Reeves, LLC and extend the agreement term for an additional 24 months (from 7/1/18 through 6/30/20) with the current contract maximum limit not to exceed \$1,500,000.(4/5th Vote Required)

HUMAN RESOURCES
AND
SONOMA COUNTY WATER AGENCY/ AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

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

AND
COMMUNITY DEVELOPMENT COMMISSION

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

2. Miscellaneous Classification and Allocation Changes:
 - A) Adopt a Concurrent Resolution amending the Memorandum of Understanding between the County and SEIU – Local 1021, Salary Table Scales, to establish the new classification and salary for Park Program Supervisor and to retitle the classifications of Veterans Claims Worker I, Veterans Claims Worker II, and Senior Veterans Claims Worker to Veterans Service Specialist I, Veterans Service Specialist II, Veterans Service Specialist III, respectively, effective May 22, 2018.
 - B) Adopt a Concurrent Resolution amending the Salary Resolution No. 95-0926, Appendix A – Salary Tables, to adjust the salary of the LAFCO Executive Officer, effective May 22, 2018.
 - C) Adopt a Resolution amending the Allocation Table of the Regional Parks Department to add 3.0 full-time equivalent Park Program Supervisor allocations and delete 3.0 full-time equivalent Administrative Aide allocations; the Human Services Department to add 5.0 full-time equivalent Veterans Service Specialist III allocations, and to delete 4.0 full-time equivalent Veterans Claims Worker II and 1.0 full-time equivalent Senior Veterans Claims Worker allocations; and the Department of Health Services to add 1.0 full-time equivalent Director of Environmental Health allocation and delete 1.0 full-time equivalent Environmental Health & Safety Section Manager allocation, effective May 22, 2018.
3. Amendments to the Salary Resolution 95-0926:

Adopt a Concurrent Resolution amending benefits provided under Salary Resolution Number 95-0926 for Confidential and Unrepresented Employees.
4. Employee and Retiree Dental Benefits Effective June 1, 2018:

Authorize the Human Resources Director to execute new agreements with Delta Dental, to continue to provide employee and retiree dental coverage, for the term June 1, 2018 through May 31, 2021.

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

5. Cooley Ranch Conservation Easement Amendment:

Adopt a resolution (1) making certain findings in support of amending the Cooley Ranch Conservation Easement to clarify the locations and extents of the Natural Area; and (2) authorizing the President to execute the First Amendment to Cooley Ranch Conservation Easement. (Fourth and Fifth Districts)

6. NASA Rapid Response Grant (Sonoma County Fires 2017):
Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to enter into a one-year grant and cooperative agreement with the National Aeronautics and Space Administration in the amount of \$90,000 to analyze post-fire watershed and vegetation response.

7. Regional Conservation Partnership Program Update:
Receive an update on the Regional Conservation Partnership Program and approve a resolution of the Directors of the Sonoma County Agricultural Preservation and Open Space District authorizing the General Manager to (1) submit applications to the Natural Resources Conservation Service for agricultural conservation easements through the Regional Conservation Partnership Program; and (2) sign and execute agreements for funds toward acquisition of agricultural conservation easements if awarded such funding from Natural Resources Conservation Science.

8. McCullough Phase 2 Acquisition of Fee Title for Public Recreation:
Adopt a resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District to:
 - A) Authorize up to \$5,350,000 and escrow costs for the acquisition of the McCullough Phase 2 property;
 - B) Determine that the acquisition is consistent with the District's Expenditure Plan;
 - C) Authorize the District's General Manager to enter into agreements to receive a Land and Water Conservation Fund grant to assist in purchasing the property.
 - D) Make certain determinations pursuant to the California Environmental Quality Act;
 - E) Authorize all other actions to complete this transaction.(4/5th Vote Required)(First District)

COMMUNITY DEVELOPMENT COMMISSION

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

AND

HEALTH SERVICES

9. Partnership HealthPlan of California Housing Innovations Grant Award to Expand Availability and Access to Supportive Housing for Medi-Cal recipients in Sonoma County:
 - A) Authorize the Executive Director of the Sonoma County Community Development Commission to execute two Memoranda of Understanding (MOUs) with Partnership HealthPlan of California for a capital development award and a housing operations award, respectively, for a total not to exceed \$2,919,916.
 - B) Authorize the Executive Director of the Commission to execute sub-award contracts with six awardees for a total amount not to exceed \$2,779,378.
 - C) Adopt a resolution adjusting the County of Sonoma FY 2017-18 budget to reflect related income and expenses for the grant anticipated to occur prior to June 30, 2018.(4/5th Vote Required)

TRANSPORTATION AND PUBLIC WORKS
AND
COMMUNITY DEVELOPMENT COMMISSION

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

10. Land Lease Agreement between The Joseph C. Bellan and Verna J. Bellan 2000 Revocable Living Trust, the Sonoma County Community Development Commission, and the Department of Transportation and Public Works for Highway 12 Parking Mitigation:
Authorizing the Executive Director of the Sonoma County Community Development Commission and the Chair to execute a Property Lease Agreement for a twenty (20) year term with two five (5) year options for extension, authorizing a payment of \$1,158 monthly for the first year and increasing annually; with Joseph C. Bellan and Verna J. Bellan, Trustees of the of the Joseph C. Bellan and Verna J. Bellan 2000 Revocable Living Trust for land in Boyes Hot Springs (APN: 056-303-028). (First District)

COMMUNITY DEVELOPMENT COMMISSION

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

11. Amended FY 2017-18 Annual Action Plan, Funding Request, and Incorporate Federal Waivers to Address Post-Fire Homeless Services and Affordable Housing Needs:
- A) Adopt a Resolution amending the Citizen Participation Plan for use in administering the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) programs to reduce the public comment period from thirty (30) to seven (7) days to expedite the extraordinary efforts required for disaster recover for FY 2017-18 and approving Amendments to the FY 2017-18 HUD One Year Action Plan based on regulatory waivers received following the Sonoma Complex Fires.
 - B) Adopt a Resolution authorizing the submittal of an Application in the amount of up to \$2,000,000 to the California State Department of Housing and Community Development for State CalHome Program funds for Disaster Rehabilitation Assistance.
 - C) Adopt a Budget Resolution authorizing reallocation of \$147,178 of CDBG funds to address emerging homeless system needs following the wildfires, specifically: a one-week extension of the disaster shelters, early openings of winter shelters, and a Housing Navigation Center to address the housing needs of homeless persons who occupied the Roseland Village development site following the fires.
 - D) Authorize the Executive Director of the Commission, or her designee, to execute an amendment to the contract with Catholic Charities of the Diocese of Santa Rosa, adding \$100,000 to the contract for full-time operation of the Housing Navigation Center and follow-up outreach to assist encampment occupants to access temporary and permanent housing. Total amount of amended contract: \$764,714.
- (4/5th Vote Required)
12. Funding Awards to Address Homelessness in the Lower Russian River Area:
Authorize the Executive Director of the Sonoma County Community Development Commission (SCCDC) to execute four separate Funding Agreements with the agencies recommended for funding by the Lower Russian River Homeless Task Force. The combined awards will total no more than \$318,833 and each agreement will be for a term of 12 months, from July 2018 to June 2019. (Fifth District)

SONOMA COUNTY WATER AGENCY

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

13. Resolution Supporting Upcoming Water Bond Initiatives:
Adopt a Resolution supporting upcoming water bond initiatives, including Proposition 68 and the State Water Supply Infrastructure, Water Conveyance, Ecosystem and Watershed Protection and Restoration, and Drinking Water Protection Act of 2018.

AGRICULTURE/WEIGHTS AND MEASURES

14. Update to the Memorandum of Agreement (equipment sharing) between Sonoma County, Napa County and Marin County:
Approve the updated Memorandum of Agreement (MOA) to replace the existing agreement between Sonoma County, Napa County and Marin County.

AUDITOR- CONTROLLER-TREASURER-TAX COLLECTOR

15. Santa Rosa City School General Obligation Bonds:
A) Adopt a resolution of the Board of Supervisors of the County of Sonoma authorizing the issuance and sale of Santa Rosa High School District General Obligation Bonds, 2014 Election, 2018 Series C and Series D, in an aggregate principal amount not to exceed seventy million dollars.
B) Adopt a resolution of the Board of Supervisors of the County of Sonoma authorizing the issuance and sale of Santa Rosa Elementary School District General Obligation Bonds, 2014 Election, 2018 Series D and Series E, in an aggregate principal amount not to exceed thirteen million dollars.

BOARD OF SUPERVISORS

16. Accept Resolution from Special Districts Requesting to Change Governing Board Election Dates from Odd to Even Numbered Years:
Adopt a resolution approving requests from the Cazadero Community Services District to change governing board elections from odd- to even-numbered years with the first election occurring at the November 3, 2020, statewide general election.
17. Board of Supervisors Meeting Minutes:
Approve the Minutes of the meetings October 24, 31, November 7, 14, 21 and December 12, 2017.

COUNTY ADMINISTRATOR

18. Office of Recovery and Resiliency Update:
Receive update from the Office of Recovery and Resiliency on the status of recovery operations, planning, and seeking of funding opportunities. (Informational Only)

GENERAL SERVICES/ HEALTH SERVICES

19. New Lease for the Department of Health Services at 1450 Neotomas Avenue, Santa Rosa: 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. 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. (2nd action)

GENERAL SERVICES

20. Funding Approval for Human Services Department Capital Project at 2227 Capricorn Way: Adopt a Resolution to adjust the 17/18 Capital budget in the amount of \$685,747 of pre-approved capital project funds for Human Services Department at Tenant Improvements at 2227 Capricorn Way. (4/5th Vote Required)
21. Capital Improvement Plan 2018-2023 Facility Needs: Accept the Five-Year Capital Improvement Plan for the period Fiscal Year 2018-2019 through Fiscal Year 2022-2023.

HEALTH SERVICES

22. Tobacco Retailer Licensing Ordinance: Adopt a resolution introducing, reading the title of, and waiving further reading of a proposed ordinance amending Chapter 32A of the Sonoma County Code to make necessary administrative clean-up clarifications regarding pricing related to packages of cigars and little cigars.
23. Sonoma County Animal Services Revenue Agreement: Authorize the Director of Health Services to execute the second amendment to an agreement with the Town of Windsor for the County to continue to provide animal care and control services for an additional year from July 1, 2018 through June 30, 2019 and to receive additional revenue of approximately \$259,888.

INFORMATION SYSTEMS

24. Memorandum of Understanding With County of Alameda for Reciprocal Data Center Space: Authorize the Director of the Information Systems Department or designee to execute a Memorandum of Understanding (MOU) between the County of Sonoma and the County of Alameda for a period of five (5) years, which provides reciprocal use of data center floor space for purposes of disaster and business recovery, with five (5) additional one (1) year options to extend.

PERMIT AND RESOURCE MANAGEMENT

25. Lot Line Adjustment, Palmer; LLA17-0055:
Adopt a Resolution approving a Lot Line Adjustment between two parcels subject to Conditions of Approval and a Land Conservation Act Contract for property located at 3553 & 3559 Westside Road, Healdsburg; APN 110-190-012 and 110-190-015. (Fourth District)
26. An Ordinance No. 3836R Permit and Permit Extensions to Sonoma County Regional Parks; ROI18-0004:
Adopt a resolution issuing a roiling permit (Ordinance No. 3836R) and necessary permit extensions to Sonoma County Regional Parks for annual beach grooming and installation and removal of a summer flashboard dam at Healdsburg Veterans Memorial Beach. (4/5th Vote Required)(Fourth District)

PROBATION

27. Guiding People Successfully Program:
Authorize the Chief Probation Officer to execute a Memorandum of Understanding with the City of Santa Rosa for a 15 month term effective July 1, 2018, for a total amount of \$187,559. Funds will support the implementation of the Guiding People Successfully (GPS) Program, a violence and gang prevention and intervention program.
28. Resolution Endorsement of Governmental Agreements:
Approve a resolution endorsing contractual relationships between the State, local governmental agencies, non-profit organizations and other private entities and the Sonoma County Probation Department Camp and Supervised Adult Crews (SAC) programming. The resolution, effective January 1, 2018, authorizes the Chief Probation Officer to execute agreements and enter into product orders for revenue in amounts not to exceed \$200,000 for the Supervised Adult Crews (SAC) Program and \$50,000 for the Probation Camp Program from 2018 through 2027.
29. Memorandum of Understanding with the City of Santa Rosa:
Authorize the Chief Probation Officer to execute a Memorandum of Understanding between the Sonoma County Probation Department and the City of Santa Rosa for revenue in the amount of \$132,875 for general maintenance and landscaping services to be performed by Sonoma County Probation Department Supervised Adult Crew (SAC), from 2018 to 2020.

30. A Sustainability Update of The Keeping Kids in School Initiative:
- A) Authorize the Chief Probation Officer to execute an agreement with WestEd Justice and Prevention Research Center in the amount of \$666,809 for the administration of A Developmental Study of the Keeping Kids In School Initiative, a research project funded by a two-year National Institute of Justice grant.
 - B) Authorize the Chief Probation Officer to execute an agreement with Seneca Family of Agencies in the amount of \$448,887 for case management services related to A Developmental Study of the Keeping Kids In School Initiative effective July 1, 2018-June 30, 2020.
 - C) Authorize the Chief Probation Officer to enter into an Agreement with Community Matters in the amount of \$124,300 for school climate assessment services related to A Developmental Study of the Keeping Kids In School Initiative effective May 1, 2018-June 30, 2020.
 - D) Authorize the Chief Probation Officer to enter into Memorandum of Understanding with the following school districts to participate in and receive program services for A Developmental Study of the Keeping Kids In School Initiative through June 30, 2020:
 - i. Cotati-Rohnert Park Unified School District
 - ii. Petaluma City Schools
 - E) Authorize the Chief Probation Officer to execute an agreement with Seneca Family of Agencies to sustain Keeping Kids In School services not supported by the National Institute of Justice grant in items 1 through 3 above, for the total amount of \$1,091,233 effective July 1, 2018-June 30, 2020.
 - F) Authorize the Chief Probation Officer to enter into Memorandum of Understanding with the following school districts to participate in Keeping Kids In School case management services for students with truant behaviors and their families through June 30, 2020:
 - i. Forestville Union School District
 - ii. Guerneville Elementary School District
 - iii. Sonoma County Office of Education
 - iv. Sebastopol Union School District
 - v. Sonoma Valley Unified School District
 - vi. West Sonoma County Union High School District
 - G) Adopt a Resolution adjusting the FY1718 budget, increasing appropriations and reimbursement in the Probation Department Juvenile Grant budget by \$6,000.
(4/5th Vote Required)

REGIONAL PARKS

31. Funding Agreement for Spring Lake Park Environmental Discovery Center of Sonoma County: Approve and authorize the Director of Regional Parks to execute a reimbursement agreement and any necessary amendments with the City of Santa Rosa for funding operations of the Environmental Discovery Center of Sonoma County at Spring Lake Park in the amount of \$60,000 with a term ending June 30, 2022. (First District)

SHERIFF'S OFFICE

32. Agreement for Supplemental Law Enforcement Services with Sonoma Raceway:
Authorize the Sheriff to execute the supplemental law enforcement services agreement with Sonoma Raceway for its NASCAR Races from June 21, 2018 through June 24, 2018 for revenue in the amount of \$129,973 to ensure the safety of Sonoma County citizens during a major outdoor event. (Second District)
33. Amendment to Agreement for Law Enforcement Services Between the County of Sonoma and the Town of Windsor:
Authorize the Chair of the Board to execute a one-year Amendment to the Agreement for Law Enforcement Services between the County of Sonoma and the Town of Windsor for the period from July 1, 2018 through June 30, 2019. (Fourth District)

TRANSPORTATION AND PUBLIC WORKS

34. Airport Long Term Parking Lot Construction, C0005 Contract Change Order:
Approve and authorize the Chair to sign Contract Change Order No. 3 to the construction contract with Ghilotti Construction Company, Inc. in the amount of \$120,475.00 for a total contract amount of \$3,922,251.75 for changes related to the Airport's revised / updated long term parking lot electrical plans.
35. 2018 Certified Mileage of County Maintained Roads:
Adopt a resolution petitioning the California Department of Transportation in connection with the provisions of Section 2121 of the Streets and Highways Code that the certified mileage of maintained roads in the County of Sonoma be in accordance with Exhibit "A", showing a total of 1,368.37 miles of maintained roads.
36. Sonoma County Transit – Transportation Development Act and State Transit Assistance Annual Claim of Funds:
Adopt a resolution authorizing the filing of a claim with the Metropolitan Transportation Commission for allocation of Transportation Development Act and State Transit Assistance funds for fiscal year 2018-19 to support Sonoma County Transit and Sonoma County Paratransit services.
37. Boyes Boulevard Bridge Replacement Project:
Adopt a Resolution authorizing and directing the Director of Public Works to execute a Right of Way Contract in a form approved by County Counsel for a temporary construction easement, and a temporary utility easement on behalf of Pacific Gas and Electric Company, in the amount of \$35,000.00, which includes \$0 for severance damages; authorizing transfer of taxes on said land; and authorizing refunds, if applicable, pursuant to § 5096 of the Revenue and Taxation Code; lands of Boyes Springs Oaks Owners Association, a Non-Profit Mutual Benefit Corporation (APN: 056-711-016-000); Project C01147. (First District)

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

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

38. Adopt a Gold Resolution Commending Kate O'Hare-Palmer, RN. RD for Being Recognized as the United Veterans Council 2018 Veteran of the Year.

PRESENTATION ON A DIFFERENT DATE

39. Adopt a Gold Resolution proclaiming the week of May 20 to May 26, 2018 as Emergency Medical Services Week in Sonoma County. (Health Services)
40. Adopt a Gold Resolution honoring veterans of the armed services and recognizing and honoring May 28, 2018, as "Memorial Day" in Sonoma County. (Human Services)
41. Adopt a Gold Resolution Recognizing Laura Breyer being presented the Viticulture Award of Excellence for her significant contributions to the Sonoma County Winegrape Commission, Sonoma County viticulture, and the greater grape growing community. (First District)
42. Adopt gold resolution recognizing and honoring Ruth Robeson for five years of exemplary service on the Advisory Council to Area Agency on Aging, Sonoma County
43. Approve Resolution recognizing the week of May 21-25, 2018 as National Public Works Week. (Transportation and Public Works)

APPOINTMENTS/REAPPOINTMENTS

44. Appoint Matthew Dickey to the Sonoma Citizens Advisory Committee – North Valley position - effective May 22, 2018 and expiring on May 22, 2022. (First District)
45. Appoint Steve Mullen to the Sonoma Citizens Advisory Committee – Alternate position - effective May 22, 2018 and expiring on May 22, 2022. (First District)
46. Adopt a resolution appointing Mary Kay Brooks to the Partnership HealthPlan of California Commission for the term of May 22, 2018 through May 21, 2022. (Health Services)
47. Appointments and Reappointments to the Sonoma County Workforce Investment Board (WIB):
- A) Approve the appointments of Susan Cooper, Sara Cummings, and Anita Maldonado to the Sonoma County Workforce Investment Board for a one-year term beginning May 22, 2018 and ending May 22, 2019.
 - B) Approve the re-appointment of Robin Bartholow, Kristyn Byrne, Dr. Steven Herrington, and Katrina Thurman to the Sonoma County Workforce Investment Board for a two-year term beginning May 22, 2018 and ending May 22, 2020. (Human Services)

IV. REGULAR CALENDAR

PERMIT AND RESOURCE MANAGEMENT

48. **9:00 A.M.** - Local Agency Management Program and Onsite Wastewater Treatment System Regulations and Technical Standards Revisions:
Receive an update regarding County on-site septic standards and authorize submittal of a revised Sonoma County Local Agency Management Program and supporting documents to the North Coast Regional Water Quality Control Board. (Informational Only)

BOARD OF SUPERVISORS

49. Fee Waiver:
Approve a fee waiver in the amount of \$1,075.50 for the Rotary Club of Rohnert Park-Cotati for a Veterans Appreciation event on June 16, 2018 to be held at the Cotati Veterans Memorial Building. (Second District)
50. Fee Waiver:
Approve the fee waiver of \$984.00 for Health Inspection fees for Sonoma Home Meals. (First District)

V. PUBLIC COMMENT ON CLOSED SESSION ITEMS

VI. CLOSED SESSION CALENDAR

51. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2). Multiple Cases.
52. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation - *Bear Flag Post 1943 Veterans of Foreign Wars of the United States v. County of Sonoma*, Sonoma County Superior Court, Case No. SCV-262285. (Government Code Section 54956.9(d)(1).)
53. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation related to Sonoma Complex Fires claims pursuant to Government Code Section 54956.9(d)(2). Multiple Cases.
54. 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

55. **RECONVENE FROM CLOSED SESSION**

56. **REPORT ON CLOSED SESSION**

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

COUNTY ADMINISTRATOR

57. Personal Services Agreement – Human Resources Director:
Authorize the Chair of the Board of Supervisors to execute the first amendment to the Personal Services Agreement with Christina Cramer as the Human Resources Director, extending the agreement for three years through April 28, 2021, and maintaining her salary at the “T” step and all other County benefits.

TRANSPORTATION AND PUBLIC WORKS

58. Amend Parking Restrictions to Allow for More Parking on Riverside Drive (#56015) – First Read:

- A) Adopt an Ordinance of The Board Of Supervisors of The County of Sonoma, State of California, Amending Sonoma County Ordinance No. 2300 to Restore Parking on Portions of the West Side of Riverside Drive, Retaining “No Parking” Restrictions from Postmile 11.219 to Postmile 11.316 from 8:00 A.M. To 4:00 P.M. on Weekdays.
- B) Adopt a Resolution to introduce, read the title and waive the reading of such Ordinance. (First Reading) (First District)

**SONOMA COUNTY WATER AGENCY/
AIRPORT/LARKFIELD/WIKIUP SANITATION ZONE/
GEYSERVILLE SANITATION ZONE/
PENNGROVE SANITATION ZONE/
SEA RANCH SANITATION ZONE/
OCCIDENTAL COUNTY SANITATION DISTRICT/
RUSSIAN RIVER COUNTY SANITATION DISTRICT/
SOUTH PARK COUNTY SANITATION DISTRICT**

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Gore, Mayor Agrimonti)

59. **2:20 P.M.** Sewer Rates, Rate Structures and Written Report of Charges for Agency Sanitation Zones and County Sanitation Districts:
- A) Adopt Resolutions (5) overruling objections, adopting a report on charges for sewage services, modifications to rate structures and confirming charges for various Sonoma County Water Agency Sanitation Zones and County Sanitation Districts listed below:
 - i. Airport-Larkfield-Wikiup Sanitation Zone
 - ii. Geyserville Sanitation Zone
 - iii. Penngrove Sanitation Zone
 - iv. Sea Ranch Sanitation Zone
 - v. Occidental County Sanitation District
 - vi. Russian River County Sanitation District
 - vii. South Park County Sanitation District
 - viii. Sonoma Valley County Sanitation District
 - B) Adopt Ordinances setting sewer service charges, on behalf of Sonoma County Water Agency Sanitation Zones Airport-Larkfield-Wikiup, Geyserville, Penngrove, and Sea Ranch, calling for collection on the tax roll for all Zones, and remaining in effect until modified by the Board, and making findings and determination of exemption pursuant to the California Environmental Quality Act.
 - C) Adopt Ordinances for the Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District and Sonoma Valley County Sanitation District, setting sewer service charges, revising rate structures and calling for collection on the tax roll, and remaining in effect until modified by the Board, and making findings and determination of exemption pursuant to the California Environmental Quality Act.
- (4/5th Vote Required)(2/3 SVCSD Vote Required)

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

60. 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>)

61. **ADJOURNMENT**

NOTE: The next Regular meeting will be held on, June 5, 2018, at 8:30 a.m.

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

June 5, 2018 – Consolidated Fee Hearings

June 12th through June 22nd – Budget Hearings



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: County of Sonoma Board of Supervisors
Sonoma County Water Agency Board of Directors
Sonoma County Agricultural Preservation and Open Space District, Board of
Directors Community Development Commission

Board Agenda Date: May 22, 2018

Vote Requirement: 4/5

Department or Agency Name(s): County Counsel / Human Resources

Staff Name and Phone Number:

Janell Crane – 707 565-2885
Debbie Latham – 707 565-3806

Supervisorial District(s):

All

Title: Amendment to Outside Liability Counsel Agreements

Recommended Actions:

Authorize the County Counsel to execute the following contract actions for outside liability counsel agreements for civil defense legal services:

- 1) Extend the agreement term for an additional 24 months (from 7/1/18 through 6/30/20) with current contract maximum limits not to exceed \$1,500,000 with law firms: Foster Employment Law; Geary, Shea, O'Donnell, Grattan & Mitchell, PC; and Bluestone, Zanino & Hamilton, LLP (formerly Senneff, Freeman & Bluestone, LLP).
- 2) Extend the agreement term for an additional 24 months (from 7/1/18 through 6/30/20) and increase the contract maximum limit from \$1,500,000 to not to exceed \$2,200,000 with law firm Bertrand, Fox, Elliott, Osman & Wenzel, PC.
- 3) Extend the agreement term for an additional 24 months (from 6/1/18 through 5/31/20), and increase the contract maximum limit from \$100,000 to not to exceed \$400,000 with law firm Berry Wilkinson Law Group.
- 4) Enter into a successor agreement for the term 11/1/17 through 6/30/20 with the maximum contract limit not to exceed \$1,500,000 with the law firm of Messner Reeves, LLC. (This replaces the current agreement with Robinson Wood, Inc.)

Executive Summary:

This requested Board action authorizes the County Counsel to execute contract documents for outside liability counsel agreements for civil defense legal services with six law firms as described under “Recommended Actions” above.

The County of Sonoma has been self-insured for general and automobile liability since 1986. Although the Office of the County Counsel handles much of the litigation defense work in-house and is the statutory officer responsible for managing all civil actions in the County, specialized outside defense law firms are sometimes used to represent the County in tort claims and civil litigation filed in State and Federal Courts for reasons of capacity, conflict or need for specialized expertise. These law firms are assigned cases based upon their expertise and specific experience with public entity defense. Board Resolution No. 85-2577 further delegates responsibility for the oversight and management of civil litigation to County Counsel in consultation with the Risk Manager, with both County Counsel and the Human Resources Departments being responsible for the coordination and oversight of the work performed by outside counsel. The Risk Management Division of the Human Resources Department is responsible for the administration of all tort claims and litigation and County Counsel provides legal oversight and advice.

Discussion:

Updates to six existing outside counsel legal agreements are needed to either extend the terms of the agreements and/or increase the agreements’ maximum cost limits as follows:

Five of the six agreements under consideration for amendment (Foster Employment Law; Geary, Shea, O’Donnell, Grattan & Mitchell, PC; Bluestone, Zanino & Hamilton, LLP; Bertrand, Fox, Elliott, Osman & Wenzel, PC; and Robinson Wood, Inc.) were implemented with Board of Supervisor authorization following an RFP (Request for Proposal) process conducted in 2015, or an RFQ (Request for Qualifications) process conducted in 2017. One agreement for specialized legal services (with the Berry Wilkinson Law Group) was executed in 2015, and amended in 2017 under Department Head / Purchasing Agent delegated authority. The amounts spent to date with each firm depend upon the number of case assignments to each firm, and the size and scope of each case assigned. As a result, some agreements have not yet used the maximum costs allowed under the contract and do not need an adjustment. The successor agreement with Messner Reeves, LLC (Recommended Action item number 4) replaces the current agreement with the Robinson Wood Inc. as the attorney group working with the County under the Robinson Wood, Inc. agreement have joined the Messner Reeves, LLP law firm.

Fee rates for all the agreements will remain constant - for attorneys with more than 15 years of public entity experience the hourly rate is \$235. In a survey of neighboring Counties conducted at the time of the RFP process, rates for similar services ranged from \$185 to \$325 an hour depending on the type of case. The hourly rate for complex employment matters is \$275 and this higher rate is due to the highly specialized nature of this area of the law.

Although County Counsel continues to increase its in-house litigation capacity, outside counsel needs remain for some cases that require specialized expertise or for cases in which County Counsel may have a conflict or lack of internal capacity.

The amended agreements proposed in this report are all fee for service contracts with no minimum or maximum amount of work guaranteed to the firms. The Agreements also contain a termination clause

which allows the County to terminate the agreements at any time. Actual costs will depend on future litigation or specific projects assigned to each firm. All assignments are reviewed by County Counsel and Human Resources' Risk Management staff, and all legal services invoices are approved by the Risk Manager, who tracks all work and expenses of each firm. Depending upon the number of case assignments to each firm, and the size and scope of each case assigned, contract limits may never be reached, or may require a contract amendment which would be presented to your Board for authorization.

The County Counsel's office and the Human Resources Department intend to conduct an RFP process for outside counsel tort defense legal services prior to the expiration of the amended agreements in early 2020.

Prior Board Actions:

6/6/17 – Authorized award of legal services agreements to two firms following an RFP and an RFQ process.

9/22/15 – Authorized scope of work amendment to legal services agreement with Bertrand, Fox, Elliott Osman & Wenzel, PC.

6/15/2015 – Authorized award of legal services agreements to five attorney firms chosen via an RFP process.

6/11/13 – Authorized renewal of various legal services agreements for an additional 24 month term

9/28/10 – Authorized Chair to execute various legal services agreements for 33 months with contract maximum limits not to exceed \$1,500,000 and \$1,000,000.

6/22/10 - Authorized Chair to execute amendments of various legal services agreements for 3 months.

8/18/09 - Authorized County Counsel to execute annual renewals of various legal services agreements.

7/22/08 - Authorized County Counsel to execute annual renewal of various legal services agreements.

7/12/05 - Approved increases in hourly rates and authorized County Counsel to execute renewals.

3/12/02 - Approved updated attorney retention agreements, increased hourly rate and authorized County Counsel to execute annual renewals.

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	\$1,035,000	\$1,035,000	\$1,035,000
Additional Appropriation Requested			
Total Expenditures	\$1,035,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$1,035,000		
Use of Fund Balance			
Contingencies			
Total Sources	\$1,035,000		
Narrative Explanation of Fiscal Impacts:			
<p>Legal services are budgeted in the Self-Insurance Liability budget – Fund# 51230, Dept. ID # 23022500, Account# 51211 (mostly funded through contributions from all county departments/agencies). There are sufficient appropriations of \$1,035,000 budgeted for FY 2018-19.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
None			
Related Items “On File” with the Clerk of the Board:			
Six legal services agreements / amendments.			



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 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: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Resources Department

Staff Name and Phone Number:

Jennifer Lelouarn, (707) 565-2235

Supervisorial District(s):

Title: Miscellaneous Classification and Allocation Changes

Recommended Actions:

Adopt a Concurrent Resolution amending the Memorandum of Understanding between the County and SEIU – Local 1021, Salary Table Scales, to establish the new classification and salary for Park Program Supervisor and to retitle the classifications of Veterans Claims Worker I, Veterans Claims Worker II, and Senior Veterans Claims Worker to Veterans Service Specialist I, Veterans Service Specialist II, Veterans Service Specialist III, respectively, effective May 22, 2018.

Adopt a Concurrent Resolution amending the Salary Resolution No. 95-0926, Appendix A – Salary Tables, to adjust the salary of the LAFCO Executive Officer, effective May 22, 2018.

Adopt a Resolution amending the Allocation Table of the Regional Parks Department to add 3.0 full-time equivalent Park Program Supervisor allocations and delete 3.0 full-time equivalent Administrative Aide allocations; the Human Services Department to add 5.0 full-time equivalent Veterans Service Specialist III allocations, and to delete 4.0 full-time equivalent Veterans Claims Worker II and 1.0 full-time equivalent Senior Veterans Claims Worker allocations; and the Department of Health Services to add 1.0 full-time equivalent Director of Environmental Health allocation and delete 1.0 full-time equivalent Environmental Health & Safety Section Manager allocation, effective May 22, 2018.

Executive Summary:

The County's Human Resources Department is responsible for managing the County-wide classification and compensation structure. Components of this responsibility include ensuring employees are appropriately classified, administering the County's salary structure, and assisting departments with organizational changes when they involve classification reviews. Regularly, the department conducts

classification and compensation analyses, reports, and recommendations that are presented to incumbents, unions, departments, and in many situations the Civil Service Commission. Ensuring employees are appropriately classified and having a sound classification plan results in the County's ability to attract and retain a highly qualified, engaged workforce charged with providing the most efficient services possible for our community.

Several times throughout each year, Human Resources coordinates "Miscellaneous Classification and Allocation Change" Items for Board approval, which allow Human Resources and departments to implement the outcomes of classification, compensation, and allocation change recommendations. Accordingly, in resolutions before your Board today, Human Resources requests approval to establish one new job classification, delete one job classification, retitle three job classifications, adjust the salary for one existing classification, and to amend various Department Allocation Lists as a result of completed classification studies, all of which have been approved by the County's Civil Service Commission. Where applicable, incumbents in the studied positions will be retained in accordance with Civil Service Rule 3.3B.

Discussion:

Classification is a method for categorizing jobs based on duties, responsibilities, and a variety of other factors. A classification plan contains all of the classifications in the agency and forms the basis for setting job expectations, consistent and fair job entrance requirements, equitable compensation, and plays an important role in the budget. Human Resources is responsible for managing the County's classification plan by evaluating job descriptions for vacant, filled, and new positions to ensure that they are assigned to the appropriate classifications. Positions are assigned, or allocated, to departments based on Human Resources' determination of the appropriate classification.

The majority of the County's positions/classifications are in the County's Civil Service System. Therefore, most classification changes and new classifications are reviewed and approved by the Civil Service Commission, and the Board has final approval authority prior to the implementation of any classification changes. As part of this effort, Human Resources is seeking approval for the following changes in classifications and allocations.

Regional Parks Department:

Multiple classification studies were requested for positions in the Regional Parks Department to determine whether the scope of assigned duties and responsibilities remained appropriate for each positions' designated classification. Ralph Andersen & Associates, a professional classification consultant, conducted the studies.

This effort included the study of two Administrative Aide positions allocated to the Department's Recreation, Health, & Education Programs Division. These positions were responsible for the oversight of education and outreach activities for specific program(s). The consultant determined that the duties and responsibilities of the studied positions were not within the scope of the Administrative Aide job classification and recommended the creation of a new Park Program Supervisor classification.

Human Resources reviewed and concurred with the consultant's recommendations. Agreement was reached with SEIU on the new classification and the salary through the meet and confer process. The Civil Service Commission approved the new classification on December 21, 2017.

Human Resources is seeking the Board's approval for the creation of the new Park Program Supervisor classification and salary, for the reclassification of the two studied positions and the promotion of the incumbents, and to change one additional vacant full-time equivalent Administrative Aide allocation to the new Park Program Supervisor classification.

Salary Recommendations: Based on an evaluation of both market data, internal equity factors, and the consultant's recommendation, Human Resources has determined that the salary for the Park Program Supervisor should be set at \$6,449/Monthly I-Step, which is 53% above that of Senior Office Assistant for ongoing salary administration.

Bargaining Unit, Fair Labor Standards Act, and Salary Determinations: Pursuant to the County's Employee Relations Policy, Human Resources determined that the new classification of Park Program Supervisor should be allocated to SEIU, Bargaining Unit 95- General Supervisory. Human Resources also found that the class is non-exempt and eligible for overtime pay, pursuant to the guidelines of the Fair Labor Standards Act.

Human Services Department:

In the course of studying a Veterans Claims Worker II position in the Human Services Department, Human Resources determined that there have been changes in the Veteran's Service Office's management of cases and in the Veterans Administration's processes for appealing eligibility denials. These changes have increased the knowledge required to appropriately educate and advise veterans and their dependents on the benefits available to them and to support them through the application processes.

As a result of the study, Human Resources recommended restructuring and re-titling the current Veterans Claims Worker class series (Veterans Claims Worker I/II and Senior Veterans Claims Worker) to a three level, alternately staffed Veterans Service Specialist series (Veterans Service Specialist I, II, and III) which provides incumbents with the opportunity to progress through all three levels as they gain expertise. Additionally, Human Resources recommended the reclassification of the studied position to the newly titled Veterans Service Specialist III level, and the retention of the incumbent under Civil Service Rule 3.3B.

Human Resources met, conferred, and came to agreement with SEIU on these recommendations. They were approved by the Civil Service Commission on April 17, 2018.

Sonoma Local Agency Formation Commission:

As provided under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, the Local Agency Formation Commission (LAFCO) is required by the State Legislature to regulate the orderly formation and expansion of local government agencies. It is comprised of seven members that are a combination of local city council members, two members of the County Board of Supervisors, special

districts, and one public member. The Commission adopts a yearly budget, separate from the County's budget, and has its own sources of revenues. The LAFCO Executive Officer is a County employee and its job classification is within the County's classification plan. Sonoma LAFCO requested that the Human Resources Department review the compensation of the LAFCO Executive Officer classification. The position had not been evaluated since it was established in 2008. The survey found that the position was significantly under the market average. The LAFCO Commission discussed the survey data with County staff at their May 2nd Commission meeting and requested that the County Board of Supervisors consider amending the salary for the classification per Human Resources' data and recommendation. The revised recommend salary for the class is \$11,717/Monthly I-step. For ongoing salary administration purposes, the salary will be set at an 11% differential below the County's Deputy County Administrator classification.

Department of Health Services:

During a study of the Environmental Health & Safety (EHS) Section Manager position at the Department of Health Services, it was determined that the EHS Section Manager served in the statutory role of Director Of Environmental Health, and that the California Code of Regulations (CCR), Title 17, §1355 requires a full-time Director of Environmental Health for administration of environmental health services and programs. Human Resources concluded that the studied position's duties, authority, and responsibility are most appropriately aligned with the Director of Environmental Health job classification.

As a result of the study, Human Resources recommended edits to the Director of Environmental Health job classification to reflect the current departmental organization structure, the deletion of the EHS Section Manager classification, the reclassification of the studied EHS Section Manager to Director of Environmental Health, and the promotion of the incumbent, in accordance with Civil Service Rule 3.3B. The Civil Service Commission approved these recommendations on May 3, 2018.

Consequences of Non-Approval: If these requests are not approved, the above positions will not be allocated to the correct classifications and classification changes approved by the County's Civil Service Commission will not be implemented.

Prior Board Actions:

Throughout the year, Human Resources submits several Miscellaneous Classification, Compensation, and Allocation Change Board Items that require Board approval in order to be fully adopted and implemented.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

These changes 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		PKS: \$38,748 HSD: \$31,964 DHS: \$8,891	PKS: \$38,748 HSD: \$41,946 DHS: \$8,891
Additional Appropriation Requested	PKS: \$1,850 HSD: \$2,260 DHS: \$1,482		
Total Expenditures	\$5,592	\$79,603	\$89,585
Funding Sources			
General Fund/WA GF			
State/Federal	HSD: \$2,260	HSD: \$31,964	HSD: \$41,946
Fees/Other	PKS: \$1,850 DHS: \$259	PKS: \$38,748 DHS: \$8,891	PKS: \$38,748 DHS: \$8,891
Use of Fund Balance	DHS: \$1,223		
Contingencies			
Total Sources	\$5,592	\$79,603	\$89,585
Narrative Explanation of Fiscal Impacts:			
<p>Regional Parks Department: The costs for the recommended position reclassifications are included in the Adopted FY 2017-18 and Recommended FY 2018-19 Regional Parks' budgets. The positions are currently funded with revenues from Spring Lake Park through partnership with the Water Agency, park membership sales, and fee based programming.</p> <p>Human Services Department: For the remainder of FY 2017-2018, a pro-rated amount of \$2,260 will be needed for the four additional Veterans Service Specialist III positions, starting on 05/22/2018. In FY 2018-2019, the Veterans Service Specialist III projected cost is \$31,964. In FY 2019-2020, the Veterans Service Specialist III projected cost is \$41,946. These incurred costs will be funded by sources from (1) the California Department of Veterans' Affairs and (2) State Realignment Funds (Sales Tax and Vehicle License Fund) allocated to Sonoma County.</p> <p>LAFCO: There is no fiscal impact to the County with the adjustment of the LAFCO Executive Officer's salary as the commission has its own sources of revenue which fund the position.</p> <p>Department of Health Services: For the remainder of FY 2017-2018, a pro-rated amount of \$1,850 is needed. The projected FY 2018-2019 budget will see an increase of \$38,748, and the projected FY 2019-2020 cost is projected at \$38,748. Due to the Sonoma Complex fires in October appropriations were unexpectedly used at an accelerated rate. Therefore, in FY 17-18, the additional estimated expenditure of \$1,482 will be covered with 17% existing 1991 Health Realignment appropriations and 83% Fee</p>			

Stabilization fund balance until FEMA reimbursement can replenish. The increase in FY 18-19 will be covered by making offsetting reductions in services and supplies. The FY 19-20 budget and ongoing will cover the increase within the existing resources.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Park Program Supervisor	\$5,304.76 - \$6,449.20	3	
Administrative Aide	\$4,433.39 - \$5,389.99		3
Veterans Service Specialist III	\$4,403.82 - \$5,355.20	5	
Veterans Claims Worker II	\$4,014.23 - \$4,878.64		4
Senior Veterans Claims Worker	\$4,403.82 - \$5,355.20		1
Director of Environmental Health	\$8,976.36 - \$10,912.16	1	
Environmental Health & Safety Section Manager	\$8,597.20 - \$10,451.25		1

Narrative Explanation of Staffing Impacts (If Required):

Regional Parks Department: Incumbents in 2.0 Administrative Aide positions will be promoted to Park Program Supervisor in accordance with Civil Service Rule 3.3B, a vacant 1.0 Administrative Aide will be deleted, and the Department will fill a vacant 1.0 Park Program Supervisor by conducting a recruitment.

Human Services Department: Incumbents in 3.0 Veterans Claims Worker II positions will be retained in the retitled to Veterans Service Specialist II classification, 1.0 Senior Veterans Claims Worker will be retained in this retitled to Veterans Service Specialist III classification, and 1.0 Veterans Claims Worker II will be promoted to Veterans Service Worker III classification, in accordance with Civil Service Rule 3.3B.

LAFCO: There is no staffing impact as a result of the salary adjustment.

Department of Health Services: Incumbent in 1.0 Environmental Health & Safety Section Manager position will be promoted to Director of Environmental Health in accordance with Civil Service Rule 3.3B.

Attachments:

1. Concurrent Resolution 1 amending the Memorandum of Understanding between the County and SEIU – Local 1021, Salary Table Scales.
2. Concurrent Resolution 2 amending Salary Resolution No. 95-0926, Appendix A – Salary Tables.
3. Resolution 3 amending the Allocation Table of the Regional Parks Department, Human Services Department, and the Department of Health Services.

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

1. Classification Study Report by Ralph Andersen & Associates, professional consulting firm, on a review of nine Regional Parks Department positions.
2. Classification Study Report by Human Resources of the Veterans Service Specialist Series in the Human Services Department.
3. Classification Study Report by Human Resources of the Environmental Health & Safety Section Manager in the Department of Health Services.



County of Sonoma
State of California

Date: May 22, 2018

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Board Of Directors Of The Sonoma County 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, And The Board Of Directors Of The Northern Sonoma County Air Pollution Control District Amending The Memorandum of Understanding Between The County And SEIU - Local 1021, Appendix A - Salary Table Scales, Bargaining Unit 0025-Social Services Non-Supervisory And Bargaining Unit 0095-General Supervisory, To Establish The New Classification And Salary For Park Program Supervisor; And To Retitle The Classifications Of Veterans Claims Worker I, Veterans Claims Worker II, And Senior Veterans Claims Worker To Veterans Service Specialist I, Veterans Service Specialist II, and Veterans Service Specialist III, Respectively, Effective May 22, 2018.

Whereas, as a result of a classification study conducted by Ralph Andersen & Associates, a professional consulting firm, Human Resources identified the need for a new Park Program Supervisor classification to appropriately perform the scope of duties and responsibilities of two studied positions assigned to the Regional Parks Department; and

Whereas, County Human Resources met, conferred, and came to agreement with the Service Employees International Union (SEIU) on these recommendations; and

Whereas, at the December 21, 2017, meeting, the Civil Service Commission approved the new classification of Park Program Supervisor; and

Whereas, a classification study conducted by Human Resources identified the need for the restructuring and retitling of the Veterans Claims Worker class series to appropriately reflect the changes of the positions assigned to the Human Services Department Veteran Service Office; and

Whereas, County Human Resources met, conferred, and came to agreement with the Service Employees International Union (SEIU) on these recommendations; and

Whereas, at the meeting of April 17, 2018, the Civil Service Commission approved restructuring and retitling Veterans Claims Worker I, Veterans Claims Worker II, and Senior Veterans Claims Worker to Veterans Service Specialist I, Veterans Service Specialist II, and Veterans Service Specialist III, respectively, and retaining the incumbents in accordance

with Civil Service Rule 3.3B, where applicable;

Now, Therefore, Be It Resolved that the classification of and salary for Park Program Supervisor be established and adopted, that the classifications of Veterans Claims Worker I, Veterans Claims Worker II, and Senior Veterans Claims Worker be retitled to Veterans Service Specialist I, Veterans Service Specialist II, and Veterans Service Specialist III, respectively, and that the Memorandum of Understanding between the County and SEIU - Local 1021, Appendix A - Salary Table Scales be amended to reflect these changes, as set forth in Attachment A, effective May 22, 2018.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

APPENDIX A

SEIU Social Services Non-Supervisory -- 0025

Job Code	Job Title	Appendix A-3 A Step Rate (March 14, 2017)
0604	VETERANS CLAIMS WORKER I	\$19.68
0606	VETERANS CLAIMS WORKER II	\$23.08
0608	SENIOR VETERANS CLAIMS WORKER	\$25.32
0604	VETERANS SERVICE SPECIALIST I	\$19.68
0606	VETERANS SERVICE SPECIALIST II	\$23.08
0608	VETERANS SERVICE SPECIALIST III	\$25.32

SEIU General Supervisory -- 0095

Job Code	Job Title	Appendix A-3 A Step Rate (March 14, 2017)
1279	PARK PROGRAM SUPERVISOR	\$30.50



County of Sonoma
State of California

Date: May 22, 2018

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Board Of Directors Of The Sonoma County 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, And The Board Of Directors Of The Northern Sonoma County Air Pollution Control District Amending The Salary Resolution No. 95-0926, Appendix A - Salary Table, To Adjust The Salary Of The LAFCO Executive Officer, Effective May 22, 2018.

Whereas, As provided under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, the Local Agency Formation Commission (LAFCO) is required by the State Legislature to regulate the orderly formation and expansion of local government agencies; and

Whereas, LAFCO adopts a yearly budget, separate from the County's budget, and has its own sources of revenues; and

Whereas, Sonoma LAFCO requested that the Human Resources Department review the compensation of the LAFCO Executive Officer as it has not been evaluated since the classification was established in 2008; and

Whereas, Human Resources found the position was significantly under the market average and recommends the salary be set at 5542; and

Whereas, Sonoma LAFCO reviewed and approved Human Resources' data and recommendation at their May 2, 2018, commission meeting;

Now, Therefore, Be It Resolved that the salary for the LAFCO Executive Officer classification be adjusted, and that the Salary Resolution 95-0926, Salary Table, be amended to reflect the change, as set forth in Attachment A, effective May 22, 2018.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

Resolution #1
Date: May 22, 2018
Page 2

So Ordered.

APPENDIX A SALARY TABLES

DEPARTMENT HEADS – Bargaining Unit 0052

Job Code	Job Title	A Step Rate (March 14, 2017)
0844	LAFCO Executive Officer	\$47.38
0844	LAFCO Executive Officer	\$55.42



County of Sonoma
State of California

Date: May 22, 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 Allocation Tables For The Regional Parks Department To Reflect The Addition Of 3.0 Full-Time Equivalent Park Program Supervisor Allocations, And The Deletion Of 3.0 Full-Time Equivalent Administrative Aide Allocations, The Human Services Department To Reflect The Addition Of 5.0 Full-Time Equivalent Veterans Service Specialist III Allocations, And The Deletion Of 1.0 Full-Time Equivalent Senior Veterans Claims Worker And 4.0 Full-Time Equivalent Veterans Claims Worker II Allocations; And For The Department Of Health Services To Reflect The Addition Of 1.0 Full-Time Equivalent Director Of Environmental Health Allocation, Effective May 22, 2018.

Whereas, a classification study conducted by Ralph Andersen & Associates, a professional consulting firm, identified the need for a new Park Program Supervisor; and

Whereas, the County Human Resources met, conferred, and came to agreement with the Service Employees International Union (SEIU) on this recommendation; and

Whereas, at the December 21, 2017, meeting, the Civil Service Commission approved the new classification of Park Program Supervisor and the retention of the incumbent of the studied position, in accordance with Civil Service Rule 3.3B; and

Whereas, a classification study conducted by Human Resources identified the need for the restructuring and retitling of the Veterans Claims Worker class series to appropriately reflect the changes of the positions assigned to the Human Services Department Veteran's Service Office; and

Whereas, at the April 17, 2018, meeting, the Civil Service Commission approved retitling the Veterans Claims Worker I, Veterans Claims Worker II, and Senior Veterans Claims Worker class series to the alternately staffed classifications of Veterans Service Specialist I, Veterans Service Specialist II, and Veterans Service Specialist III, respectively, and the retention of the incumbent of the studied position as a Veterans Service Specialist III, in accordance with Civil Service Rule 3.3B; and

Whereas, a classification study conducted by Human Resources determined that the Environmental Health & Safety Section Manager position would be more appropriately

classified as the Director of Environmental Health classification; and

Whereas, the Civil Service Commission approved the reclassification and retention of the incumbent of the studied position on May 3, 2018, in accordance with Civil Service Rule 3.3B;

Now, Therefore, Be It Resolved that the Allocation Tables of the Human Services Department and the Regional Parks Department are hereby revised as follows:

Budget Index	Job Class	Class Title	Existing Positions In Class	Change in Position Allocation	New Total Allocation For Class	Duration/ End Date	Salary Range
29010302	1279	Park Program Supervisor	0.0	1.0	1.0	Ongoing	3050
29010302	0810	Administrative Aide	2.0	(-1.0)	1.0	Ongoing	2549
29010504	1279	Park Program Supervisor	0.0	2.0	2.0	Ongoing	3050
29010504	0810	Administrative Aide	2.0	(-2.0)	0.0	Ongoing	2549
24030155	0606	Veterans Service Specialist III	0.0	5.0	5.0	Ongoing	2532
24030155	0606	Veterans Claims Worker II	4.0	(-4.0)	0.0	Ongoing	1968
24030155	0608	Senior Veterans Claims Worker	1.0	(-1.0)	0.0	Ongoing	2532
22020102	2620	Director of Environmental Health	0.0	1.0	1.0	Ongoing	5161
22020102	2621	Environmental Health & Safety Section Manager	1.0	(-1.0)	0.0	Ongoing	4943

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: 3
(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: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Resources Department

Staff Name and Phone Number:

Carol Allen, (707) 565-2549

Supervisory District(s):

Title: Amendments to Salary Resolution 95-0926

Recommended Actions:

Adopt a Concurrent Resolution amending benefits provided under Salary Resolution 95-0926 for Confidential and Unrepresented Employees.

Executive Summary:

This action will incorporate increases to benefits for employees under Salary Resolution 95-0926 (Salary Resolution) recommended for implementation effective June 1, 2018.

The recommended changes are as follows:

County Contributions to Medical Premiums:

Confidential (Unit 51) and Unrepresented (Unit 00)

Effective the pay period beginning May 22, 2018 for coverage effective June 1, 2018, the County's contribution toward medical plan premiums will be as follows:

- Employee Only = \$629
- Employee +1 = \$1,257
- Family Plan (Employee + 2 or more) = \$1,779

Discussion:

On June 1, 2018, the cost of medical plan premiums for County sponsored plans will increase between 4.7% and 6.7% depending on the selected plan. Without any increase in the County contribution, employees will incur increased monthly costs and a reduction in take home pay. This staff report recommends the Board adopt benefit changes in the Salary Resolution to maintain this benefit in a way that does not increase costs to Confidential and Unrepresented employees. These increases are consistent with proposed changes to County medical plan contributions that have been proposed as part of negotiations with labor organizations for contract extensions.

Government Code Compliance Requirements:

Various provisions of the California Government Code require certain disclosures before the Board can adopt changes in salaries or benefits. Any changes in salaries and benefits must be adopted at a public meeting of the Board (Cal Gov't Code §23026). Notice of the consideration of such increases must be provided prior to the meeting and shall include "an explanation of the financial impact that the proposed benefit change or salary increase will have on the funding status of the county employees' retirement system." (Cal Gov't Code §31515.5).

This staff report recommends the Board adopt benefit changes increasing the County's contributions for medical plan premiums for Unrepresented and Confidential employees in the Salary Resolution. County contributions for medical plan premiums are not considered "compensation earnable" for pension purposes. The adoption of the proposed amendments to the Salary Resolution will have no impact on the funding status of the county employees' retirement system. There are no changes to pension or other post-employment benefits.

Prior Board Actions:

6-14-16: Amendments to the Salary Resolution 95-0926

3-15-16: Amendments to the Salary Resolution 95-0926

Strategic Plan Alignment Goal 3: Invest in the Future

The action provides a fiscally responsible benefit enhancement to non-represented employee groups.

Fiscal Summary

	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Expenditures			
Budgeted Expenses			

Additional Appropriation Requested			
Total Expenditures			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>The FY 17/18 cost impact is minimal as only one month of increased County contribution will fall in the current fiscal year, and is expected to be absorbed by department budgets.</p> <p>The FY 18/19 additional cost is approximately \$126,786 which is expected to be on-going. Of this cost approximately 50%, or \$63,393, is General Fund. Adequate appropriations have been included in the FY 18/19 proposed budget to cover this increase in cost.</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:			
Concurrent Resolution amending the Salary Resolution No. 95-0926, with Attachment A – Salary Resolution No. 95-0926			
Related Items “On File” with the Clerk of the Board:			
None			



County of Sonoma

State of California

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Board of Directors of the Sonoma County Water Agency, Sonoma County Agricultural Preservation and Open Space District, and The Board of Commissioners of the Community Development Commission, Amending Salary Resolution 95-0926 to change County Contributions to Medical Premiums for Confidential (Unit 51), and Unrepresented (Unit 00) Employees for rates effective June 1, 2018.

Whereas, compensation and benefits for Department Heads, Administrative Management, Confidential and Unrepresented employees are established under Salary Resolution 95-0926 (Salary Resolution); and

Whereas, the Board wants to provide benefits to certain employees in the Confidential (51) and Unrepresented (00) units covered by the provisions of the Salary Resolution that are consistent with negotiated agreements; and

Whereas, the County is negotiating with all unions for extensions of the Memoranda of Understanding which includes proposed increases to County contributions for medical premiums; and

Whereas, medical premiums will be increasing for most County offered medical plans effective June 1, 2018; and

Whereas, the Board wants to provide the employees in the Confidential (51) and Unrepresented (00) units with the same increases to County contributions for medical plans that have been proposed in negotiations so these employees will not incur increased costs; and

Whereas, the proposed changes to the Salary Resolution do not include changes in retirement benefits or other postemployment benefits; and

Whereas, the Board has met all legal requirements under Government Code Sections 23026, 31515.5, 7507, and 31516; and

Whereas, the Salary Resolution has no specific term and can be amended at any time,

Resolution #

Date:

Page 2

Now, Therefore, Be It Resolved that the Board hereby approves the amendments to the Salary Resolution 95-0926 reflected in Attachment A which is attached and incorporated by reference herein;

Be It Further Resolved that the County Administrator, Director of Human Resources, and Auditor-Controller-Treasurer-Tax Collector have the authority to take any necessary administrative actions to implement the provisions of this resolution, including the authority to execute administrative changes to plan documents as needed and/or make corrections of a non-financial nature.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

COUNTY OF SONOMA

SALARY RESOLUTION

No. 95-0926

Prepared by:

Sonoma County Human Resources Department

Revised: ~~March 2016~~ May 2018

SECTION 14 - HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES

(Amended 3/19/13; 5/18/10; 3/15/16; [5/22/18](#))

14.1 Active Employee Health Plans

An eligible employee is allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan and/or dependent life insurance, or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both.

If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one (1) County offered health plan).

An eligible employee is:

A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (refer to Section 14.2.6 regarding plans offered and pro-ration of benefits for part-time employees).

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the employee's spouse or domestic partner; or
- A child based on your plan's age limits or a disabled dependent child regardless of age.

14.2 Enrollment in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to enroll in the County offered health plan will take place within the first 31 days following date of hire to permanently allocated position of .40 FTE or greater, or it will be made during an annual open-enrollment period. Enrollment in vision and basic life insurance is automatic. Mid-year enrollment can only be permitted as allowed by IRC Section 125 or as required by HIPAA or other applicable regulations. The effective date of benefits will be the first of the month following date of hire or initial eligibility.

14.2.1 County Offered Medical Plans

The County will offer at least the following medical plans, the County Health Plan PPO, County Health Plan EPO, and Kaiser HMO plan. The benefit provisions are outlined in the Summary Plan Description or Evidence of Coverage.

14.2.2.1 County Contributions Toward Active Employee Medical Administrative Management and Department Heads

Effective with the pay period beginning July 19, 2016, medical plan coverage in this section 14.2.2.1 will be paid on a semi-monthly basis (24 payments per year). The County shall contribute a flat dollar amount not to exceed \$500 per month (\$250 semi-monthly) toward the cost of any County offered medical plans for any eligible full-time regular Administrative Management and Department Head employee and their eligible dependent(s).

This is the full and total contribution amount the County will contribute toward medical benefits for

active regular Administrative Management employees and Department Heads and their dependent(s). The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 14.2.6.

14.2.2.2 County Contributions Toward Active Employee Medical- For Eligible Unrepresented Confidential (BU 0051) and Unrepresented (BU 0000) Full-Time and Part-Time Employees

~~a.— Effective March 1, 2016 for coverage through May 31, 2016, the County shall contribute a flat dollar amount not to exceed \$229.98 per pay period (\$500 per month) toward the cost of any County offered medical plans for any eligible full-time regular employee and their eligible dependent(s).~~

~~b.— Effective the pay period beginning May 10, 2016, with the intent to have premiums paid in the pay period(s) required for coverage to be effective June 1, 2016, the County shall contribute up to maximum of the following amounts based on level of coverage for Unrepresented Confidential and Unrepresented employees enrolled in County offered medical coverage for any eligible full-time and part-time employees and their eligible dependent(s). The amounts listed below shall include the conversion of the current County HRA contributions for active employees in Section 14.3 to medical contributions.~~

Employee only	\$557 per month (\$278.50 semi-monthly)
Employee plus one	\$1,113 per month (\$556.50 semi-monthly)
Family	\$1,575 per month (\$787.50 semi-monthly)

~~This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).~~

e.— Effective the pay period beginning May 22~~3~~, 201~~8~~~~17~~¹⁷, with the intent to have premiums paid in the pay period(s) required for coverage to be effective June 1, 201~~8~~⁷, the County shall contribute up to maximum of the following amounts based on level of coverage for Unrepresented Confidential and Unrepresented employees enrolled in County-offered medical coverage for any eligible full-time and part-time employees and their eligible dependent(s). The amounts listed below shall include the conversion of the current County HRA contributions for active employees in Section 14.3 to medical contributions.

Employee only	\$ 580-629 per month (\$ 290-314.50 semi-monthly)
Employee plus one	\$ 1,158 ^{1,257} per month (\$ 579-628.50 semi-monthly)
Family	\$ 1,638 ^{1,779} per month (\$ 819-889.50 semi-monthly)

This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 14.2.6.

Medical plan coverage in Section 14.2.2.2 will be paid on a semi-monthly basis (24 payments per year)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of the County of Sonoma
Board of Directors of the Sonoma County Water Agency
Board of Commissioners of the Community Development Commission
Board of Directors of the Sonoma County Agricultural Preservation and Open Space District

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Cheryl Thibault, Benefits Mgr. – 565-3033

Supervisorial District(s):

All

Title: Employee and Retiree Dental Benefits Effective June 1, 2018

Recommended Actions:

Authorize the Human Resources Director to execute a new agreement with Delta Dental, to continue to provide employee and retiree dental coverage, for a three- year term beginning June 1, 2018 through May 31, 2021.

Executive Summary:

The recommended action authorizes the Human Resources Director to execute a new agreement with Delta Dental who was selected through a Request for Proposal process, to continue to provide dental benefits for County employees, retirees and their eligible dependents, with a rate reduction of 15.1% for active coverage and a three year rate guarantee effective June 1, 2018 through May 31, 2021.

The Human Resources Department issued a Request for Proposal (RFP) for employee and retiree dental coverage in August 2017. Delta presented the most favorable rate proposal, and was selected due to its robust network of providers and strong user acceptance.

Current annual County costs to provide dental coverage is approximately \$4,908,243. With a -15.1 % rate reduction, estimated annual costs will be reduced to approximately \$ 3,983,400. In recognition of the long standing relationship between the County and Delta Dental, and the fire recovery efforts the County faces, Delta also extended a four month “rate holiday” which can be taken at any time during the FY 2018/19 plan year. Since the proposed four month rate holiday impacts both the County and Employee contribution, staff will work with the labor organizations to determine the timing of the rate holiday within the 2018/19 plan year.

Discussion:

Dental coverage is provided to all eligible County employees and their dependents, with the County paying a major portion of the monthly premium. Monthly employee contributions are fixed by Memorandum of Understanding and the Salary Resolution. Retirees may opt to use retiree specific dental plans; the County does not pay any portion of the premium for retirees. The plan year for the County’s health and welfare benefits, including dental benefits, is June 1 – May 31 each year.

Per the County’s purchasing policies, the Human Resources Department issued a Request for Proposal (RFP) for employee and retiree dental coverage in August 2017 for a new agreement to be effective June 1, 2018. Four proposals were received: Cigna, MetLife, UCCI, and Delta Dental. The proposals were evaluated by a subcommittee of the Joint Labor Management Benefits Committee (JLMBC) with the assistance of the County’s benefit consultant, Segal Consulting. Following a thorough analysis of the data provided in the RFP responses, interviews were conducted and the subcommittee recommended Delta Dental, which was approved by the JLMBC, and the JLMBC’s recommendation was forwarded to the Director of Human Resources.

Delta presented the most favorable rate proposal, and was selected due to its robust network of providers and strong user acceptance. Delta’s rates result in a -15.1% rate reduction for the active employee plan and -2.6% reduction for the retiree plans each plan year for the three year agreement. An outline of the coverage highlights is included in Attachment A. There is no change in the level of benefits provided or in the current monthly employee contribution as outlined in all memorandum of understanding and the Salary Resolution.

Another favorable proposal from Delta was a “rate holiday”. In recognition of the long standing relationship between the County and Delta Dental, and the fire recovery efforts the County faces, Delta also extended a four month “rate holiday” to the County which can be taken at any time during the 2018/19 plan year. Since the proposed four month rate holiday impacts both the County and Employee contribution, staff will work with the labor organizations to determine the timing of the rate holiday within the 2018/19 plan year. The rate holiday applies to the active employee plan only.

The County’s cost for the 2018/19 plan year will be \$ 2,655,600, which includes the four-month rate holiday and new rate, and the ongoing annual cost for the balance of the agreement will be \$ 3,983,400.

Prior Board Actions:

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

Offering the County’s workforce high quality health plans leads to a healthier and more productive workforce, and by virtue of how many “lives” the County’s health plans cover, the proposed recommendations and resulting implementation of offering these health plans support the County’s strategic goal of a health community.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	4,890,730	\$ 2,655,600*	3,983,400
Additional Appropriation Requested			
Total Expenditures	4,890,730		
Funding Sources			
General Fund/WA GF	2,303,534	1,250,788*	1,876,181
State/Federal			
Fees/Other	2,587,196	1,404,812*	2,107,219
Use of Fund Balance			
Contingencies			
Total Sources	4,890,730	2,655,600*	3,983,400
Narrative Explanation of Fiscal Impacts:			
<p>*Includes the 15.1% rate reduction and four month “rate holiday” during the 18-19 plan year. Premiums paid to the dental plan vendor are comprised of both County, employee, and retiree contributions. The budgeted amount illustrates only the County costs for active employee coverage, based upon the current contribution methodology and enrollments. Adequate appropriations have been included in the FY 18/19 proposed budget.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Not Applicable			
Narrative Explanation of Staffing Impacts (If Required):			
Not Applicable			
Attachments:			
Attachment A: Delta Dental Coverage Highlights			
Related Items “On File” with the Clerk of the Board:			
Sample Agreement			

Attachment A: Summary of Active Employee Benefits

DELTA DENTAL PPO PLAN BENEFIT HIGHLIGHTS
Delta Dental PPO Group #3126

Dental Services	All Units
Diagnostic & Preventive	Plan pays 80% of allowable charges; an extra annual dental exam and cleaning is included during pregnancy
Basic Dental Services	Plan pays 80% of allowable charges
Crowns & Cast Restorations	Plan pays 80% of allowable charges
Prosthodontics	Plan pays 80% of allowable charges; coverage for implants is included under the plan
Orthodontics	Plan pays 50% of allowable charges, up to a lifetime maximum of \$6,000 per member
Deductible	\$0
Calendar Year Maximum Dental Benefits	\$3,000 per person per calendar year; Diagnostic and Preventative benefits are exempt from the calendar year maximum only when received from a Delta Dental PPO provider.



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: May 22, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Sheri Emerson, Stewardship Program Manager
565-7358
Fraser Ross, Stewardship Planner
565-7347

Supervisorial District(s):

4 & 5

Title: Cooley Ranch Conservation Easement Amendment

Recommended Actions:

Adopt a resolution (1) making certain findings in support of amending the Cooley Ranch Conservation Easement to clarify the locations and extents of the Natural Area; and (2) authorizing the President to execute the First Amendment to Cooley Ranch Conservation Easement.

Executive Summary:

In 2011, Sonoma County Agricultural Preservation and Open Space District staff observed that 0.87 acres of recently planted vineyards on Cooley Ranch encroached into a Natural Area, as designated in the conservation easement the District holds over the property. The landowner did not agree that the vineyard encroached into a Natural Area, citing an alternative interpretation of the Baseline Site Map, which defines the Natural Area. Upon review, District staff found there is an ambiguity on the Baseline Site Map with respect to the Natural Area. As such, District staff and the landowner propose to amend the Baseline Site Map to allow the planted vines to remain in place, re-designate approximately 3.91 acres of Unlimited Agriculture to Natural Area, and amend the Baseline Site Maps and conservation easement to remove ambiguity in interpretation of the locations and extents of the Natural Area.

Discussion:

Background

The Sonoma County Agricultural Preservation and Open Space District ("District") holds a conservation easement ("Easement") over Cooley Ranch, located upstream of Lake Sonoma west of Cloverdale. On June 20, 2011, District monitoring staff observed and documented that approximately 0.87 acres of recently planted wine grape vines near a stream were located in an area identified as Natural Area on the Baseline Site Map. The Easement prohibits the planting of crops within designated Natural Areas.

The landowner, Cooley Ranch Company (“Landowner”), disputes that the area in question is designated as Natural Area, citing a written definition on the Baseline Site Map. Although the Baseline Site Map visually identifies the stream in question as a Natural Area, the landowner is correct that the stream segment does not match the definition of a United States Geological Society (“USGS”) Blueline Stream (around which Natural Areas are designated) as defined in the text on the same Baseline Site Map. Specifically, the text on the Baseline Site Map includes the qualification that USGS Blueline Streams must be longer than 1 mile. Using County-provided aerial photographic data, staff has measured the stream in question to be approximately 5,083 feet (approximately 200 feet short of a mile).

District staff has concluded that the Landowner had interpreted the Baseline Site Map differently and had not intentionally violated the Easement, and the discrepancy between the graphical depiction of the Natural Area and the textual definition on the Baseline Site Map makes the easement ambiguous.

Proposed Amendment

In order to clarify the location of the Natural Area and prevent any future ambiguity, District staff and the Landowner have agreed to propose a clarifying Easement amendment (“Amendment”) to the Board that would:

1. Allow the planted vines to remain in place;
2. Re-designate the 0.87 acres of encroaching vines to Unlimited Agriculture;
3. Re-designate approximately 3.91 acres adjacent to the Natural Area from Unlimited Agriculture to Natural Area in order to add additional protections to that Natural Area;
4. Clarify the language around Natural Areas in the Conservation Easement and on Baseline Site Maps, such that in the event of a conflict between the two, the Baseline Site Maps shall control; and
5. Create Amended Baseline Site Maps and an Amended Project Structure Map.

The re-designation of these areas would not impact the quantity of plantable cropland on the property, as the Easement allows the landowner to plant a maximum of 1,000 acres of crops in the approximately 4,500 acres designated as Unlimited Agriculture.

This action is not subject to CEQA because it is not a project, and because it is otherwise categorically exempt under CEQA Guidelines sections 15313, 15317, 15325, and 15061(b)(3).

Recommendation

For the reasons above, the General Manager recommends that the Board adopt the attached resolution establishing that the Amendment is consistent with the adopted amendment policy of the District, and authorizes the President to execute the Amendment.

Prior Board Actions:

- June 14, 2016: Tolling Agreement to Stay Filing of Litigation, Board Action #3
July 10, 2001: Approving Easement Acquisition, Resolution No. 01-0857,
August 22, 2000: General Plan Consistency, Easement Acquisition, Resolution No. 00-1005

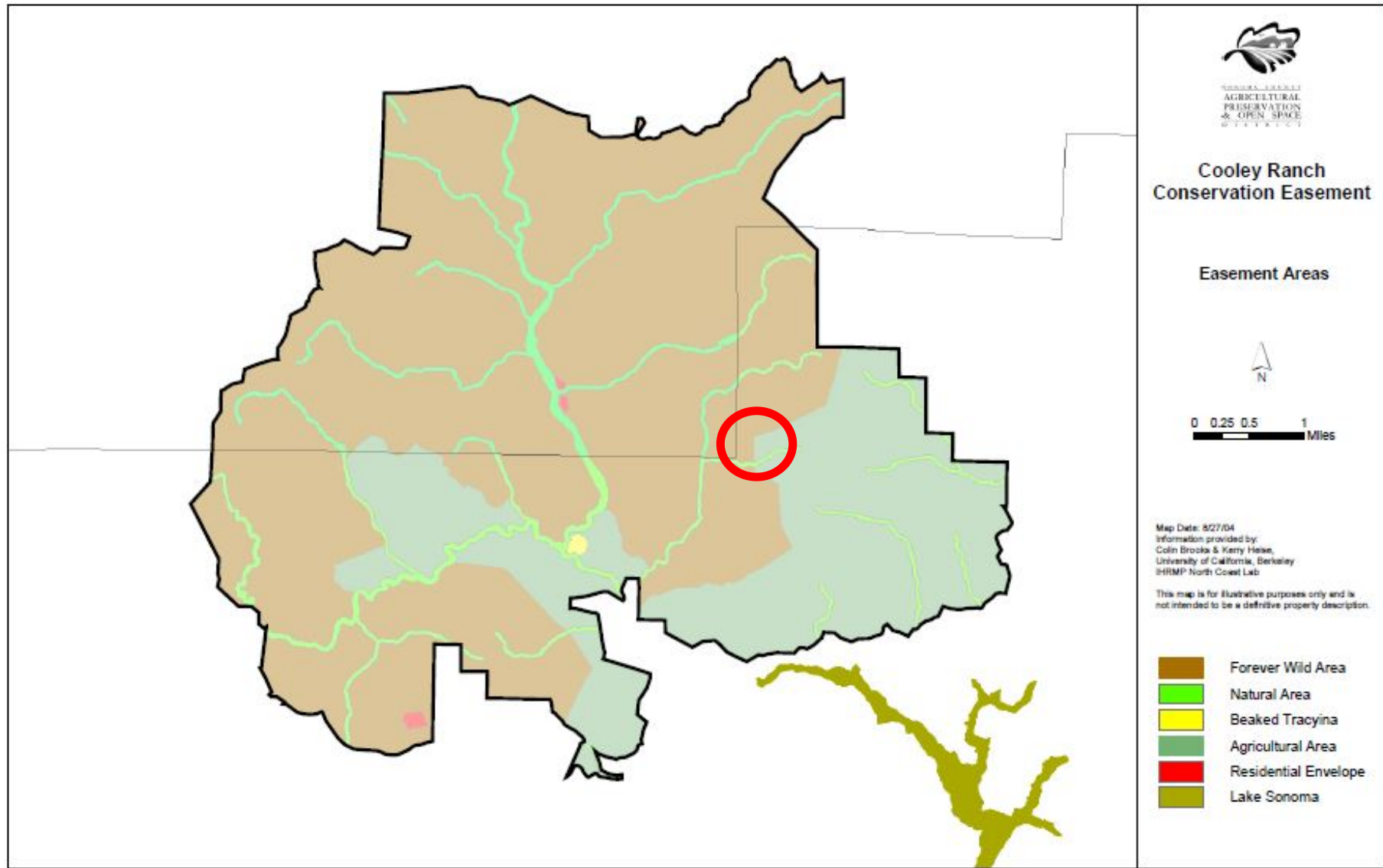
Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship			
This amendment will allow for better interpretation of the Cooley Ranch Conservation Easement, aiding in the protection of over 19,000 acres of land in Sonoma and Mendocino Counties. The amendment will increase the Natural Area by 3.04 acres, which increases land use restrictions on the property.			
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:			
Expenditures to amend the Easement include the costs of staff and Counsel time spent preparing the amendment. The costs are included in the current appropriations.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<ol style="list-style-type: none"> 1. Location Map – CE Adjustment Area 2. Proposed Amendment Detail Map 3. First Amendment to Conservation Easement 			

4. Resolution

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

1. Conservation Easement Deed and Agreement (Sonoma County)
2. Conservation Easement Deed and Agreement (Mendocino County)
3. Grant, Assignment and Acceptance of Conservation Easement (Sonoma County)
4. Grant, Assignment and Acceptance of Conservation Easement (Mendocino County)
5. Cooley Ranch Tolling Agreement
6. Cooley Ranch Baseline Documentation
7. District Easement Amendment Policy (from Stewardship Manual)
8. Amended Baseline Site Map Exhibit 5
9. Amended Baseline Site Map Exhibit 5a
10. Amended Baseline Site Map Exhibit 5b

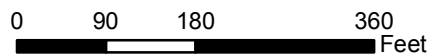
 Cooley Ranch Adjustment Area










**AG +
OPEN
SPACE**
SONOMA COUNTY

**Cooley Ranch
Conservation Easement
Proposed Amendment
To Natural Areas**



Map Date: 4/10/2018
Sources: Sonoma Veg Map (streams);
NASA/UMD/WSI (Oct.2013 imagery).
This map is for illustrative purposes only and is
not intended to be a definitive property description.



-  USGS Blue Line Stream
-  Fence
-  Remove from NA (0.87 acres)
-  Add to NA (3.91 acres)
-  Existing Natural Area

RECORDING REQUEST BY AND
RETURN TO:

Sonoma County Agricultural
Preservation and Open Space District
575 Administration Drive, Room 102A
Santa Rosa, CA 95403
Free recording per Gov't Code Sec 27383

FIRST AMENDMENT TO DEED AND AGREEMENT BY AND BETWEEN COOLEY RANCH COMPANY AND THE PARTNERS OF COOLEY RANCH COMPANY, AND SUBSEQUENT GRANT, ASSIGNMENT, AND ACCEPTANCE OF CONSERVATION EASEMENT

The Cooley Ranch Company (hereinafter referred to as GRANTOR) and the Sonoma County Agricultural Preservation and Open Space District, a public agency formed pursuant to the provisions of Public Resources Code section 5500 et seq. (hereinafter DISTRICT), agree as follows:

RECITALS

A. GRANTOR is the owner in fee simple of certain property (commonly known as Cooley Ranch and hereinafter "the Property") located in Sonoma County and Mendocino County and more particularly described in Exhibit "A" to that instrument entitled "DEED AND AGREEMENT BY AND BETWEEN COOLEY RANCH COMPANY AND PARTNERS OF COOLEY RANCH COMPANY" (hereinafter "the Agreement"), which instrument was recorded by the Sonoma County Recorder on December 28, 2001 as document number 2001179942, Official Records of Sonoma County, and which instrument was recorded by the Mendocino County Recorder on December 28, 2001 as document number 2001025470, Official Records of Mendocino County.

B. Subsequent to the recordation of the Agreement, the Partners of Cooley Ranch Company granted and assigned the Agreement to the DISTRICT, and the DISTRICT accepted such assignment, in that instrument entitled "GRANT, ASSIGNMENT AND ACCEPTANCE OF CONSERVATION EASEMENT" (hereinafter "the Assignment"), which instrument was recorded by the Sonoma County Recorder on December 28, 2001 as document number 2001179943, Official Records of Sonoma County, and which instrument was recorded by the

Mendocino County Recorder on December 28, 2001 as document number 2001025471, Official Records of Mendocino County.

C. The Agreement designates certain portions of the Property as “Natural Areas.” Exhibit B of the Agreement provides that Natural Areas are “generally described as an area within 100’ of top of bank (as defined in Baseline Document) of all USGS blue-lined streams or an area of biotic significance as shown on the “Baseline Site Map”.”

D. In or around 2010, GRANTOR planted vines within 100’ of top of bank of a stream shown graphically on the Baseline Site Map as a Natural Area. The stream however did not meet the written definition of Natural Area on the same Baseline Site Map.

E. DISTRICT and GRANTOR dispute whether the stream is in fact designated as a Natural Area per the terms of the Agreement.

F. In order to resolve the dispute and clarify the location of designated Natural Areas to prevent future confusion, DISTRICT and GRANTOR have amended the Baseline Site Map and are entering into this First Amendment To Deed And Agreement By And Between Cooley Ranch Company And The Partners Of Cooley Ranch Company, And Subsequent Grant, Assignment And Acceptance Of A Conservation Easement (the “First Amendment”).

AGREEMENT

1. Natural Areas. Agreement Exhibit “B” (Permitted Uses and Practices), Subsection A (For the area delineated “Unlimited Agriculture” on the Baseline Site Map), Paragraph 3b is hereby amended to read as follows:

“For the purpose of this Agreement, Agricultural Uses within “Natural Areas” shall be defined as: grazing equine animals and livestock of every nature and description for fire management. “Natural Areas” are shown on Exhibit E: Amended Project Structure Map, attached hereto, and the Amended Baseline Site Maps dated 4/10/2018 and extend to i) 100 feet from top of bank (as defined in the Baseline Document), ii) the adjustment area as shown on the Amended Project Structure Map and Amended Baseline Site Maps, and iii) the area of biotic significance as shown on the Amended Project Structure Map and Amended Baseline Site Maps.”

2. Baseline Site Map. All references in the Agreement and Assignment and the exhibits thereto to the “Baseline Site Map” are hereby deemed references to the Amended Project Structure Map, attached hereto as Exhibit “E”, and the Amended Baseline Site Maps, dated

4/10/2018. By their signatures hereto, the parties to this First Amendment acknowledge that they have reviewed the Amended Project Structure Map and Amended Baseline Site Maps, and that the Amended Project Structure Map and Amended Baseline Site Maps accurately reflect the locations and extents of Natural Areas and other designated areas, except that top of bank is shown in approximate location.

3. Unmodified Provisions. No portions of the Agreement not expressly modified by this First Amendment to Deed and Agreement Conveying a Conservation Easement shall be modified hereby. Each and every provision of the Agreement not modified hereby shall remain in full force and effect.

IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this First Amendment to Conservation Easement Agreement this 12th day of April, 2018.

GRANTOR:
Cooley Ranch Company
A California Limited Partnership

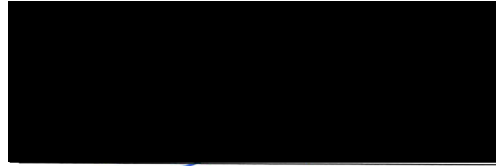


By: Robert A Cooley *J*

DISTRICT:
SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE
DISTRICT

By:
James Gore, President of the Board of Directors

APPROVED AS TO FORM FOR DISTRICT



By: District Counsel

Date: 4/16/18



AG + OPEN SPACE
SONOMA COUNTY

**Cooley Ranch
Conservation Easement**

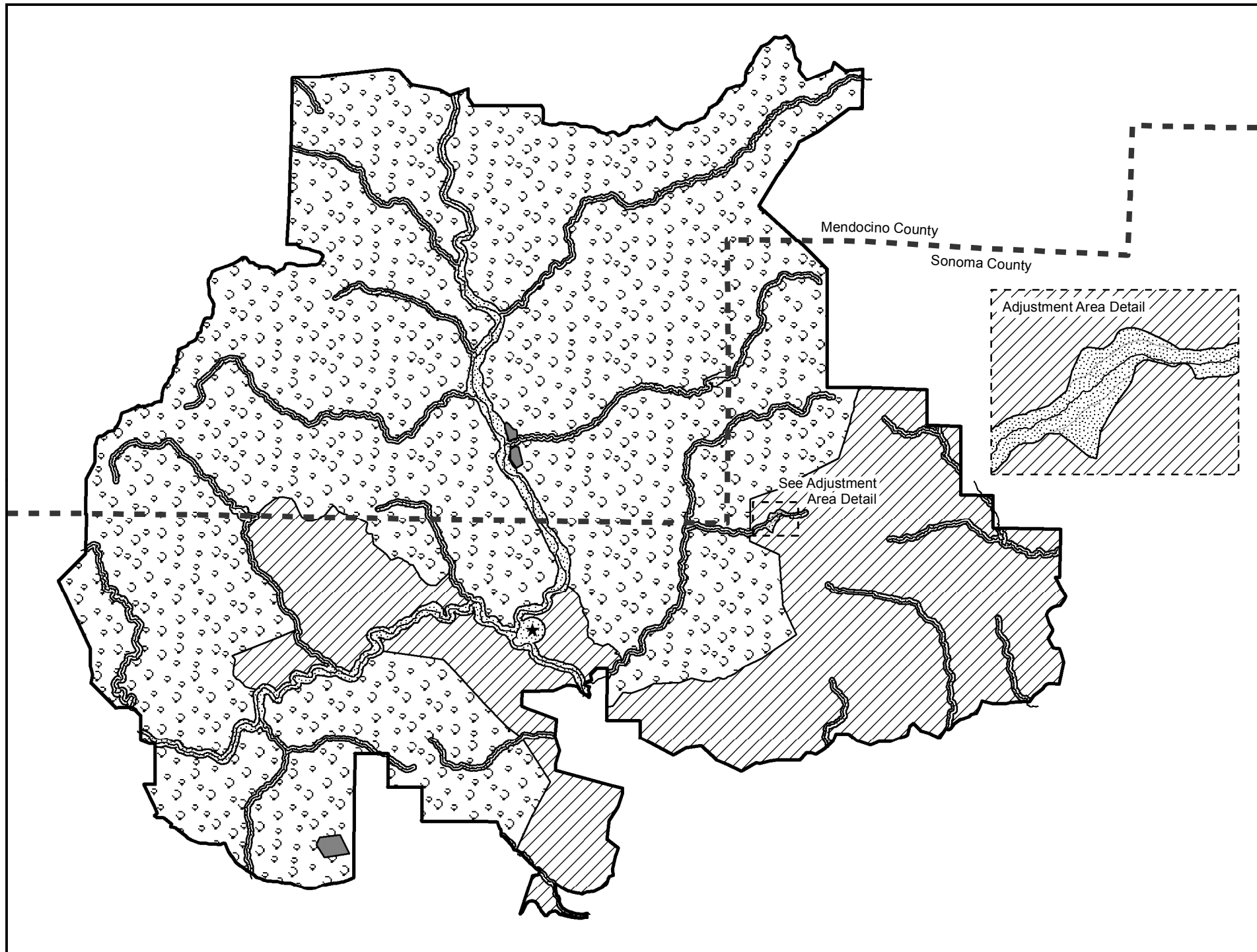
**Exhibit E
Amended Project
Structure Map**

- ★ Area of Biotic Significance
- USGS Blueline Stream
- Agricultural / Residential Envelope
- ◻ Forever Wild
- ◻ Natural Area
- ◻ Unlimited Agriculture
- ◻ County Boundary
- ◻ Easement Boundary



0 0.25 0.5 1
Miles

Map Date: 4/10/2018
Sources: Sonoma Veg Map (streams).
This map is for illustrative purposes only and is not intended to be a definitive property description.
The Easement Designation Areas shown on this map are generated from digital vector data on file with the District; the digital vector data itself designates the Easement Designation Areas.
The USGS Blueline Streams shown on this map identify the streams shown on the Cooley Ranch Baseline Site Map, as described in and relevant to Exhibit B, subsection A, paragraph 3b of the Conservation Easement. Natural Areas extend 100 feet from top of bank (as defined in Baseline Document) of the USGS Blueline Streams shown on this map, and also include the Area of Biotic Significance and the Adjustment Area.



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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Sonoma)

On April 12, 2018 before me, Carrie Ann Johnson, Notary Public
(here insert name and title of the officer)

personally appeared Robert A. Cooley

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 

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of 1st Amendment of D+A by/between Cooley Ranch Co., Inc. containing 4 pages, and dated April 12, 2018.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: Cooley Ranch Co.
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # 9 Entry # 8

Notary contact: 707 565 7360

Other 707 480 5015
 Additional Signer(s) Signer(s) Thumbprint(s)

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

OF EASEMENT BY THE

BOARD OF DIRECTORS OF SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

This is to certify that the interest in real property conveyed by the
FIRST AMENDMENT TO DEED AND AGREEMENT BY AND BETWEEN COOLEY
RANCH COMPANY AND THE PARTNERS OF COOLEY RANCH COMPANY, AND
SUBSEQUENT GRANT, ASSIGNMENT, AND ACCEPTANCE OF CONSERVATION
EASEMENT (Conservation Easement Amendment) on the effective date of that Conservation
Easement Amendment, from Cooley Ranch Company to the Sonoma County Agricultural
Preservation and Open Space District (District), is hereby accepted by the President of the Board
Of Directors of the District on behalf of the District pursuant to the authority conferred by the
Board of Directors on _____, and the Grantee consents to the recordation
thereof by its duly authorized officer.

Sonoma County Agricultural Preservation
and Open Space District

Dated: _____

By: _____

James Gore, President
Board of Directors

Attest:

Clerk of the Board of Directors

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, State of California, Making Certain Findings, Approving an Amendment to the Cooley Ranch Conservation Easement, Authorizing the President of the Board to Execute All Documents to be Recorded in Connection with the Amendment, and Delegating Authority to the District’s General Manager to Take All Necessary and Appropriate Action to Complete the Amendment.

Whereas, the Cooley Ranch Company is the owner in fee simple of certain property (commonly known as the Cooley Ranch) located in Sonoma County and Mendocino County, and

Whereas, the Sonoma County Agricultural Preservation and Open Space District is the owner of a “Deed And Agreement By And Between Cooley Ranch Company And Partners Of Cooley Ranch Company” (Conservation Easement) upon the Cooley Ranch, and

Whereas, the Conservation Easement designates certain portions of the Cooley Ranch as “Natural Area”, and Exhibit B of the Conservation Easement provides that Natural Areas are “generally described as an area within 100’ of top of bank (as defined in Baseline Document) of all USGS blue-lined streams or an area of biotic significance as shown on the ‘Baseline Site Map’”, and

Whereas, in or around 2010, the Cooley Ranch Company planted vines within 100’ of top of bank of a stream shown graphically on the Baseline Site Map as a Natural Area, but the relevant stream segment also did not meet the written definition of a Natural Area on the same Baseline Site Map. Specifically, the stream segment was mapped, but it was not “at least 1 mile in length measuring down 1000’ below the ridgeline or hydrologic boundary to its end, either the mouth or branch into another stream,” as stated in the written definition on the map. This resulted in an ambiguity in the Conservation Easement, and

Whereas, the Cooley Ranch Company and District have reached an agreement regarding an amendment (Clarifying Amendment) that will resolve the ambiguity and dispute, clarify the location of designated Natural Areas by eliminating the discrepancy and clarifying that the graphical representation of USGS blue-lined streams on the map controls, and by including a small adjustment area 3.04 acres larger than the area planted (Amended Conservation Easement), and

Resolution #

Date:

Page 2

Whereas, the District makes the following findings pursuant to the District's Easement Amendment Policy:

- A. The Clarifying Amendment is clearly consistent with the conservation purpose of the Conservation Easement. The Clarifying Amendment ensures that the conservation purpose is retained, and also results in the addition of 3.04 acres to the protected Natural Areas.
- B. The Clarifying Amendment enhances and otherwise does not impair the conservation values of the land subject to the Conservation Easement. The sole purpose of the Clarifying Amendment is to ensure that ambiguities do not impair the original intent of the Conservation Easement;
- C. The Clarifying Amendment does not undermine the perpetual nature of the Conservation Easement. The amended Conservation Easement will remain perpetual and shall be dedicated to open space pursuant to Public Resources Code section 5540;
- D. The Clarifying Amendment is not precluded by the Conservation Easement or by state or federal law;
- E. The Clarifying Amendment does not reconvey any interest in land that has been expressly extinguished by the Conservation Easement;
- F. The Clarifying Amendment is the minimum change necessary to satisfy the purpose of the amendment;
- G. The Clarifying Amendment is consistent with the District's Acquisition Plan and other applicable District policies now in effect;
- H. The Clarifying Amendment remains consistent with all applicable land use and zoning regulations;
- I. The Clarifying Amendment incorporates, to the maximum extent practical and legally permissible, the language used by the District in its current conservation easements;
- J. The Clarifying Amendment increases or has no effect on the appraised value of the interests retained by the District.

Whereas, for the foregoing reasons, the Clarifying Amendment provides protections equal to or greater than those provided by the original Conservation Easement in conformance with the requirements of California Public Resources Code

Resolution #

Date:

Page 3

Section 5540.

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

1. *Truth of Recitals.* That the foregoing recitals are true and correct.
2. *Approval of Easement Amendment.* The Clarifying Amendment is consistent with the District's Easement Amendment Policy, adopted by the Board of Directors on July 19, 2005, and the proposed amendment and replacement is hereby approved.
3. *Execution Authority and Necessary Documents.* The President of the District's Board of Directors is authorized to execute the Clarifying Amendment. The General Manager is authorized to execute any other documents necessary to complete this transaction as described, including, without limitation, making any technical, non-substantive changes with the prior approval of the District's Counsel.
4. *California Environmental Quality Act.* The Clarifying Amendment is not a project pursuant to the California Environmental Quality Act, and if it were a project, it would be categorically exempt pursuant to CEQA Guidelines sections 15313, 15317, 15325, and 15061(b)(3).
5. *Dedication.* That the Amended Conservation Easement acquired by this transaction is hereby dedicated to open space purposes pursuant to Public Resource Code section 5540.

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: 6
(This Section for use by Clerk of the Board Only.)

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

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Karen Gaffney (707) 565-7344

Supervisorial District(s):

All

Title: NASA Rapid Response Grant (Sonoma County Fires 2017)

Recommended Actions:

Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to enter into a one-year grant and cooperative agreement with the National Aeronautics and Space Administration in the amount of \$90,000 to analyze post-fire watershed and vegetation response.

Executive Summary:

The Sonoma County Agricultural Preservation and Open Space District was awarded a \$90,000 grant from National Aeronautics and Space Administration under the Rapid Response and Novel Research in Earth Science program. This grant will provide funding for the acquisition of high-resolution aerial imagery of the burned areas in Sonoma County and the evaluation of post-fire conditions, including changes to land cover, vegetation response over time, and carbon loss. The data and research findings funded by this grant will inform conservation actions by Sonoma County Agricultural Preservation and Open Space District, and will support long-term recovery and resiliency planning by the Sonoma County Office of Recovery and Resiliency and other local and state agencies.

Discussion:

Recognizing the need for a coordinated response to the October 2017 Sonoma Complex Fires, the Sonoma County Board of Directors requested the Sonoma County Agricultural Preservation and Open Space District (Ag + Open Space) to develop a collaborative focused on short- and long-term recovery and resiliency planning for natural and working lands. In total, over 170 members representing local, federal and state agencies, resource conservation districts, non-profit, agricultural groups, academic entities, and community groups convened in what became known as the Watershed Collaborative to develop a set of strategic, actionable priorities to protect natural and working lands in the context of fire. These priorities are synthesized in the report, *Living in a Fire-Adapted Landscape: Priorities for Resiliency*, which was accepted by the Board on January 23, 2018. Priority actions in the Watershed Collaborative report are focused on land management, working lands, education and outreach, legislation, policy, and funding, and data, assessment, and planning.

Ag + Open Space is pursuing four top priority actions identified in the report: 1) the acquisition of post-fire aerial imagery and surface elevation of burned areas; 2) the evaluation of fire severity and watershed response based on vegetation type and land management activities; 3) assessment of vegetation mortality and carbon loss in the burned areas; and 4) evaluation of National Aeronautics Space Administration (NASA) funded Sonoma County vegetation map data in fire response. In March 2018, Ag + Open Space was awarded grant funding under the NASA Research Announcement NNH17ZDA001N: RRNES (Rapid Response and Novel Research in Earth Science) announcement for this work.

Sonoma County is uniquely equipped to evaluate post-fire watershed response due to its wealth of pre-fire data. In 2013 Ag + Open Space and the Sonoma County Water Agency partnered with multiple organizations to acquire countywide high-resolution aerial imagery and Lidar data for Sonoma County as part of the Sonoma County Vegetation Mapping and LiDAR program (Sonoma Veg Map). The purpose of the acquisition was to support mapping of the County’s topography, hydrology, carbon stocks, physical and biotic features, and diverse plant communities and habitats. In May 2017, Ag + Open Space completed development of a countywide fine-scale vegetation map which characterizes Sonoma County’s vegetation communities, canopy cover, forest structure, and aboveground carbon. Additional datasets developed as part of the Sonoma Veg Map program include building footprints, impervious surfaces, watershed boundaries, and streams – all of which are made freely available to the public for download.

Under the NASA Rapid Response and Novel Research in Earth Science grant, Ag + Open Space will update the publicly-accessible fine-scale vegetation map to include information about burn severity, vegetation mortality, and carbon loss. Additionally, post-fire aerial imagery and elevation data will be made available to the public in an easy-access online platform. Research will support Ag + Open Space fee land management and acquisition conservation prioritization. Additionally, this research will inform the natural resources strategy area in the long-term recovery plan being developed by the Sonoma County Office of Recovery and Resiliency. This research will enhance the County’s understanding of fire damages to natural resources, natural systems recovery processes, and priorities to guide upcoming policy and planning actions by the County.

Ag + Open Space will be the lead agency and the recipient of the full \$90,000 award under the NASA grant agreement. The Ag + Open Space General Manager is requesting authority to sign and execute the NASA agreement and other documents related to receiving the grant.

Prior Board Actions:

January 23, 2018: The Board accepted the *Living in a Fire-Adapted Landscape* report and Ag + Open Space’s request to move forward on key elements included in the report, including data, assessment and planning in support of post-fire evaluation and long-term watershed resiliency. (Board Action #27)

June 8, 2013: GIS Mapping and Analysis Services – Ag + Open Space entered into a three-year agreement with Tukman Geospatial LLC in the not-to-exceed amount of \$300,000 for habitat and land cover data development. Under this agreement, Tukman Geospatial coordinated and/or developed numerous vegetation, hydrology, and

elevation datasets for Sonoma County, including a detailed countywide vegetation map. (Board Action #3)

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		\$90,000	
Additional Appropriation Requested			
Total Expenditures		\$90,000	

Funding Sources			
General Fund/WA GF			
State/Federal		\$90,000	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		\$90,000	

Narrative Explanation of Fiscal Impacts:

Adequate appropriations will be proposed for this work in the FY 18-19 budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

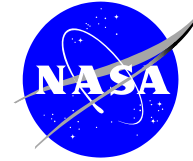
Attachments:

- NASA Grant and Cooperative Agreement (80NSSC18K0683-AWARD DOCS.pdf)

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

N/A

National Aeronautics and
Space Administration
NASA Shared Services Center
Stennis Space Center, MS 39529



Reply to Attn of: **Procurement Division**

Ms. Karen Gaffney
County of Sonoma
747 Mendocino Ave., Ste. 100
Santa Rosa, CA 95401-4850

Subject: Grant Number 80NSSC18K0683

Dear Ms. Gaffney:

The NASA Shared Services Center (NSSC) has completed the award of the subject grant/cooperative agreement and looks forward to working with you in its administration. Please take time to read through the award documents and note the contact information for the Administrative Grant Officer entered in Section 13 of the NASA Form 1687 as Administrator. To facilitate efficient processing of grant awards, the NSSC utilizes its Customer Contact Center for answering recipient questions and requests. This enables the Grant Officer to effectively review and award grant packages and funding supplements in a timely manner.

The grant award and administration by the NSSC does not change the line of communication between your organization and the NASA scientific, technical and educational communities. To monitor the status of grants going through the award process, please access the NSSC Grant Status Query System at <https://www.nssc.nasa.gov/grantstatus>.

Single Audit Requirements:

Recipients are reminded that if they expend \$750,000 or more in a year in Federal awards they must be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and *Uniform Guidance*.

Required Publications and Reports:

Recipients must submit the publications and reports by the due dates and to the personnel listed in the "Required Publications and Reports" section of the award documents. The contact information for these individuals is listed in the "Point of Contact" section of the award documents.

All reports related to the Grant Officer must be submitted to the NSSC Procurement Office by fax, e-mail or mail at the numbers or address below. Please include the Grant Number in the subject line.

Fax : (866) 779-6772
E-mail: nssc-grant-report@mail.nasa.gov

Mail: NASA Shared Services Center
Attn: Office of Procurement –SP
Building 1111, Jerry Hlass Road
Stennis Space Center, MS 39529

Please submit the “Subject Inventions/Reportable Items Interim and Final Summary Report” electronically on the New Technology Reporting Web site (eNTRe) located at <http://invention.nasa.gov>.

All other final reports submitted for closeout (pursuant to the “Required Publications and Reports” section of the award documents) should be sent by e-mail to NSSC-closeout@mail.nasa.gov. You may also forward any questions regarding the closeout process to this e-mail address.

If you have any questions, or need further assistance, please contact us at 1-877-677-2123 (1-877-NSSC123) or by e-mail at nssc-contactcenter@nasa.gov.

Sincerely,

NSSC Grants Officer

Enclosure



National
Aeronautics and
Space
Administration

NASA Grant and Cooperative Agreement

CFDA No.: 43.001 SCIENCE

CHOOSE ONE:

- COOPERATIVE AGREEMENT
 GRANT

CHOOSE ONE: EDUCATION FACILITIES RESEARCH TRAINING

NASA Grant and Cooperative Agreement Web Site: <http://prod.nais.nasa.gov/pub/pub_library/srba/index.html>

1. FEDERAL AWARD IDENTIFICATION NO. 80NSSC18K0683		2. SUPPLEMENT NUMBER		3. PERIOD OF PERFORMANCE 03/20/2018 - 03/19/2019	
4. RECIPIENT NAME/ADDRESS (No., Street, City/County, State, Zip) SONOMA, COUNTY OF 747 MENDOCINO AVE STE 100 SANTA ROSA CA 95401-4850			5. AWARING ORGANIZATION NASA Shared Services Center (NSSC) Building 1111, Jerry Hlass Road Stennis Space Center MS 39529-0001		
6. EMPLOYER IDENTIFICATION NO. (EIN)			7. UNIQUE ENTITY IDENTIFIER 143290547		
8. PRINCIPAL INVESTIGATOR/STUDENT/ORGANIZATION'S PROJECT OR PROGRAM MGS. (Name, Email & Phone) KAREN GAFFNEY, KGAFFNEY@SONOMA-COUNTY.ORG, 707-565-7344					
9. PROPOSAL NO., TITLE, AND PROJECT DESCRIPTION 17-RRNES-0014, Post-Fire Assessment, Mapping, and Monitoring in Sonoma County in Response to the Pocket, Tubbs, and Nuns Fires					
10A.	AMOUNT OF AWARD		10B.	FUNDS OBLIGATED	
PREVIOUS	\$0.00		PREVIOUS	\$0.00	
THIS ACTION	\$90,000.00		THIS ACTION	\$90,000.00	
TOTAL	\$90,000.00		TOTAL	\$90,000.00	
11. NASA ACCOUNTING AND APPROPRIATION DATA See Continuation Sheet If Applicable				12. PR NUMBER 4200658061	
13. NASA POINTS OF CONTACT REQUIRING CENTER: Headquarters					
	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS	
TECHNICAL OFFICER	DAVID GREEN	RM. 3Q58	202-358-0032	DAVID.S.GREEN@NASA.GOV	
NEGOTIATOR					
ADMINISTRATOR	RACHEAL DOWN	XD010	877-677-2123	NSSC-CONTACTCENTER@NASA.GOV	
PAYMENTS	NSSC CONTACT CENTER	XD010	877-677-2123	NSSC-CONTACTCENTER@NASA.GOV	
14. THIS AWARD IS MADE UNDER THE AUTHORITY OF 51 U.S.C. 20113(e) AND IS SUBJECT TO ALL APPLICABLE LAWS AND REGULATIONS OF THE UNITED STATES IN EFFECT ON THE DATE OF THIS AWARD, INCLUDING, BUT NOT LIMITED TO <input type="checkbox"/> 14 CFR PART 1274. <input checked="" type="checkbox"/> 2 CFR 1800.					
15. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING TERMS AND CONDITIONS <input checked="" type="checkbox"/> R&D TERMS AND CONDITIONS AND NASA AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT			16. APPLICABLE ENCLOSURE(S), IF CHECKED: <input checked="" type="checkbox"/> TERMS AND CONDITIONS <input type="checkbox"/> SPECIAL CONDITIONS <input checked="" type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS		



National Aeronautics and Space Administration

NASA Grant and Cooperative Agreement

CFDA No.: 43.001 SCIENCE

CHOOSE ONE:

- COOPERATIVE AGREEMENT
- GRANT

**THE UNITED STATES OF AMERICA
NATIONAL AERONAUTICS
AND SPACE ADMINISTRATION**

Recipient

- A recipient indicates acceptance of an award and its associated terms and conditions by drawing or requesting funds from the designated NASA payment system or office.
- Recipient is required to sign this document and return copies.

NAME OF GRANT OFFICER

BRAD Digitally signed
by BRAD BINDER

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
(Type or print)

SIGNATURE

BINDER Date: 2018.04.16
14:19:15 -05'00'

SIGNATURE

DATE



NASA Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	<p>Recipient's DUNS: 143290547</p> <p>Other Direct Costs: \$ 90,000.00 Indirect Costs: \$ 0.00 *Indirect Rate(s): 0.0% Total Costs: \$ 90,000.00</p> <p>The objectives of this rapid response effort are to better inform application science in disaster response, watershed management and land use land cover change analysis so as to provide residents and local, state, and regional decision makers with critically needed information for fire recovery and future fire management and response in Sonoma County. This effort will be conducted by the Sonoma County Agricultural Preservation and Open Space District, which currently serves as the manager and access point for geospatial data for much of Sonoma County. The core scientific objectives of this effort are to assess burn / no burn areas at a fine scale and update existing landscape maps; measure and discover relationships between fire burn intensity and behavior vis a vis landscape characteristics, land use and land management patterns; evaluate the value of the NASA funded Sonoma Veg Map data in fire response; and closely monitor post-fire changes in vegetation to understand the pattern of recovery across time and space. The first step of this research will be to immediately acquire high-resolution (1 foot) stereo, digital airborne, 4-band (R,G,B,NIR) optical imagery over the areas of the Pocket, Tubbs, and Nuns fires. The imagery will be analyzed against pre-fire imagery to map burn/no burn pixels, validate coarser burn intensity maps created by the Forest Service, update the existing vegetation databases, and create a Phodar derived digital surface model (DSM) for quantifying the biomass lost in the fire through comparisons with the pre-fire DSM. The</p>				



NASA Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
0001	<p>evaluation of relationships between fire burn intensity and behavior and landscape characteristics and management will begin with measuring the pre-fire landscape characteristics of areas burned by evaluating their vegetation association, carbon, biomass, forest structure, vegetation height, canopy closure, fire history, soil, management practices, building footprints, slope, elevation, and aspect. Second, machine-learning techniques (e.g. random forests) will be employed to determine the landscape variables that are most predictive of fire burn intensity and behavior. The evaluation of the value of Sonoma Veg Map data in fire response will include a survey and interviews with individuals regarding their use of the Sonoma Veg Map products in responding to the fires and assessing fire damage. The task of vegetation monitoring will involve the quarterly monitoring and measuring of changes in land cover and land use in burned areas using multi-temporal Landsat, Sentinel and MODIS imagery which will be used in conjunction with high-resolution, post-fire imagery acquired first under this grant, and later under county wide imagery acquisitions by Sonoma County and by the National Agricultural Imagery Program (NAIP). Next, cross correlation analysis will be performed on the Sonoma vegetation map polygons and attributes against the multi-temporal imagery to monitor change. This effort has the potential to inform fire hazard assessment efforts, affect post-fire recovery planning, and inform emergency response preparation in the decades to come, not only in Sonoma County but also in other areas of the world which repeatedly experience catastrophic wildfire events.</p> <p>Gaffney, Karen Obligated Amount \$90,000.00</p>				\$90,000.00



NASA Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	Purchase Requisition: 4200658061 Fund: SCEX22018D Appropriation: 8018/190120 Amount: \$45,000.00Purchase Requisition: 4200658061 Fund: SCEX22018D Appropriation: 8018/190120 Amount: \$45,000.00				

AWARD TERMS AND CONDITIONS

<u>Location</u>	<u>Title</u>	<u>Date</u>
Appendix A to 2 CFR Part 25	Central Contractor Registration and Universal Identifier Requirements	Dec. 26, 2014
Appendix A to 2 CFR Part 170	Reporting Subawards and Executive Compensation	Dec. 26, 2014
2 CFR 175.15	Trafficking in persons.	Dec. 26, 2014
2 CFR 182	Government-wide requirements for Drug-Free Workplace	Dec. 26, 2014
1800.900	Terms and Conditions	Oct. 13, 2015
1800.901	Compliance with OMB Guidance on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.	Oct. 13, 2015
1800.902	Technical publications and reports.	Nov. 28, 2016
1800.903	Extensions.	Oct. 13, 2015
1800.904	Termination and enforcement.	Oct. 13, 2015
1800.905	Change in principal investigator or scope.	Oct. 13, 2015
1800.906	Financial management.	Oct. 13, 2015
1800.907	Equipment and other property.	Oct. 13, 2015
1800.908	Patent rights.	Oct. 13, 2015
1800.909	Rights in data.	Oct. 13, 2015
1800.910	National security.	Oct. 13, 2015
1800.911	Nondiscrimination.	Oct. 13, 2015
1800.912	Clean air and water.	Oct. 13, 2015
1800.913	Investigative requirements.	Oct. 13, 2015
1800.914	Travel and transportation.	Oct. 13, 2015
1800.915	Safety.	Oct. 13, 2015
1800.916	Buy American encouragement.	Oct. 13, 2015
1800.917	Investigation of research misconduct.	Oct. 13, 2015
1800.918	Allocation of risk/liability.	Oct. 13, 2015

Unless otherwise specified, the terms and conditions in 2 CFR 1800.900 to 1800.918 and the requirements in 2 CFR 170, 175, and 182 apply and are incorporated by reference. To view full text of these requirements and terms and conditions go to

https://prod.nais.nasa.gov/pub/pub_library/srba/index.html

Restrictions on Funding Activities with China

(a) Pursuant to The Department of Defense and Full-Year Appropriation Act, Public Law 112-10, Section 1340(a); The Consolidated and Further Continuing Appropriation Act of 2012, Public Law 112-55, Section 539; and future-year appropriations (hereinafter, "the Acts"), NASA is restricted from using funds appropriated in the Acts to enter into or fund any grant or cooperative agreement of any kind to participate, collaborate, or coordinate bilaterally with China or any Chinese-owned company, at the prime recipient level or at any subrecipient level, whether the bilateral involvement is funded or performed under a no-exchange of funds arrangement.

(b) Definition: "China or Chinese-owned Company" means the People's Republic of China, any company owned by the People's Republic of China, or any company incorporated under the laws of the People's Republic of China.

(c) The restrictions in the Acts do not apply to commercial items of supply needed to perform a grant or cooperative agreement.

(d) Subaward - The recipient shall include the substance of this provision in all subawards made hereunder.

[End of Term and Condition]

Catalog Federal Domestic Assistance (CFDA)

The applicable Catalog of Federal Domestic Assistance (CFDA) number for this award is 43.001 - Science. The Federal Awardee/Recipient shall use this CFDA number for all Federal reporting, as required.

[End of Term and Condition]

Limited Release of Recipient Confidential Business Information

(a) NASA may find it necessary to release information submitted by the Recipient pursuant to the provisions of this grant/cooperative agreement to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal, or signature on this grant/cooperative agreement, the Recipient hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Recipient's CBI include, but are not limited to, the following:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to NASA's technical evaluation panels;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation and maintenance, including performing data processing and management functions for the Agency.

(c) Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.

(d) NASA's responsibilities under the Freedom of Information act are not affected by this clause.

(e) The Recipient agrees to include this provision, including this paragraph (e), in all subcontracts/subawards at all levels awarded pursuant to this grant/cooperative agreement that require the furnishing of confidential business information by the subcontractor/subrecipient.

[End of Term and Condition]

Personal Identity Verification of Recipient Personnel (Dec 2014)

(a) The Recipient shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Recipient shall account for all forms of Government-provided identification issued to the Recipient employees in connection with performance under this contract. The Recipient shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for grant performance.
- (2) Upon completion of the Recipient's employee's employment.
- (3) Upon grant completion or termination.

(c) The Grant Officer may delay final payment under a grant if the Recipient fails to comply with these requirements.

(d) The Recipient shall insert the substance of this clause, including this paragraph (d), in all subcontracts or subagreements when their employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the Recipient to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Grant Officer.

[End of Term and Condition]

Restrictions on the Use of the NASA Seal, Insignia, Logotype, Program Identifiers, or Flags (Dec 2014)

(a) In accordance with 14 CFR Part 1221, the NASA Seal, NASA Insignia, NASA Logotype, NASA Program Identifiers, and the NASA Flags are protected and shall be used exclusively to represent NASA, its programs, projects, functions, activities, or elements.

(b) The use of these devices by recipients shall be governed by the requirements and restrictions set forth at 14 CFR §§ 1221.109-113. Requests for use of these devices by recipients shall be subject to the prior written approval of the NASA Grant Officer in conjunction with the NASA Headquarters, Office of Communications.

(c) The use of these devices by recipients for any purpose other than as authorized by NASA regulations shall be prohibited. Their misuse shall be subject to the penalties authorized by statute, as set forth in 14 CFR §1221.115 and shall be reported as provided in 14 CFR §1221.116.

[End of Term and Condition]

Micro-purchase Threshold (October 2017)

As defined in 2 CFR 200.67, the micro-purchase threshold for acquisitions of supplies or services made

under grant and cooperative agreement awards issued to institutions of higher education, or related or affiliated nonprofit entities, or to nonprofit research organizations or independent research institutes is —

(i) \$10,000; or

(ii) such higher threshold as determined appropriate by the head of the relevant executive agency and consistent with audit findings under chapter 75 of Title 31, United States Code, internal institutional risk assessment, or State law.

[End of Term and Condition]

1800.924 Designation of New Technology Representative and Patent Representative (Oct 2015)

(a) For purposes of administration of the term and condition entitled “New Technology,” or “Patent Rights” whichever is included, the following named representatives are hereby designated by the Grant Officer to administer such term and condition—

- New Technology Representative
- Patent Representative

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the term and condition, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative, with notification to the Grant Officer, unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This term and condition shall be included in any subaward/subcontract hereunder requiring a “New Technology” term and condition or “Patent Rights—Retention by the Contractor (Short Form)” term and condition unless otherwise authorized or directed by the Grant Officer. The respective responsibilities and authorities of the above named representatives are set forth in the Grants and Cooperative Agreement Manual.

[End of Term and Condition]

1800.929 Indirect Costs (Nov 2016)

INDIRECT COSTS

Unless otherwise directed in 2 CFR 200, if during the course of this award, the approved indirect cost rate is revised, changed or removed, that rate must be applied, as allowed, to the covered direct costs that are expended during the time frame of that rate agreement. Any corrections, either up or down, to the approved budget submitted with the awarded application must be reflected in the awardees' records of costs and should be audited as such.

(End of Term and Condition)

1800.930 Access to Research Results (Nov 2016)

ACCESS TO RESEARCH RESULTS

(a) This award is subject to the requirements of the, “NASA Plan: Increasing Access to the Results of Scientific Research,” which covers public access to digital scientific data and peer-reviewed publications. For purposes of this term and condition, the following definitions apply:

(1) Awardee: Any recipient of a NASA grant or cooperative agreement, its investigators, and subrecipient (subaward or contract as defined in 2 CFR Part 200.92 and 200.22, respectively) at any level.

(2) Final Peer-Reviewed Manuscript: The final text version of a peer-reviewed article disclosing the results of scientific research which is authored or co-authored by the Awardee or funded, in whole or in part, with funds from a NASA award, that includes all modifications from the publishing peer review process, and all graphics and supplemental material prepared by Awardee.

(b) The recipient shall:

(1) Comply with their approved Data Management Plan submitted with its proposal, and as modified upon agreement by the recipient and NASA from time to time during the course of the period of performance.

(2) Ensure that any Final Peer-Reviewed Manuscript is submitted to the NASA-designated repository, currently the PubMed Central system at <http://www.ncbi.nlm.nih.gov/pmc/>. NASA will provide instructions for completing the submission process under separate cover. Ensure that the Final Peer-Reviewed Manuscript is submitted to PubMed Central within one year of completion of the peer-review process.

(3) Ensure that any publisher’s agreements entered into by an Awardee will allow for the Awardee to comply with these requirements including submission of Final Peer-Reviewed Manuscripts to the NASA-designated repository, as listed in (b) (2), with sufficient rights to permit such repository to use such Final Peer-Reviewed Manuscript in its normal course, including rights to permit users to download XML and plain text formats.

(4) Hereby represent and warrant that Awardee has secured for recipient the right to submit the Final Peer-Reviewed Manuscript to the NASA-designated repository for use as set forth herein.

(5) Include in annual and final reports a list of Final Peer-Reviewed Manuscripts covered by this term and condition.

(End of Term and Condition)

REQUIRED PUBLICATIONS AND REPORTS

IN ACCORDANCE WITH 2 CFR 1800

The recipient shall submit the publications and reports indicated below:

	INTERIM REPORTS	REPORT DUE/FREQUENCY	RECIPIENT
X	Quarterly Federal Cash Transactions Reports (SF 425) <i>(Required for all Grants and Cooperative)</i>	Within 30 days following the end of each quarter of the Federal fiscal year. <i>(Ref. 1800.906)</i>	HHS/PMS
X	Annual Inventory Report of Federally-Owned Property in Custody of the Recipient <i>(Required for all Grants and Cooperative Agreements, except when a commercial firm.)</i>	No later than October 15 of each year. NOTE: Negative reports are not required. <i>(Ref. 1800.907)</i>	FMO, IPO
X	Progress Reports <i>(Required for all Grants and Cooperative Agreements; unless period of performance is less than one year.)</i>	Annually, 60 days prior to the anniversary date of the grant/cooperative agreement (except final year). <i>(Ref. 1800.902)</i>	TO, GO, NTR
X	Disclosure of Subject Inventions/Reportable Items (New Technology Report (NTR)) <i>(Required for all Grants and Cooperative Agreements except for those issued solely to support education programs)</i>	Within 2 months after inventor discloses it to recipient. <i>(Ref. 1800.908 1800.923 and 1800.924)</i>	PO, TO, GO, NTR
X	Election of Title to a Subject Invention <i>(Required for all Grants and Cooperative Agreements)</i>	Within 2 years of disclosure of a subject invention being elected, except in any case where publication, on sale or public use of the subject invention being elected has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, at least 60 days prior to the end of the statutory period. <i>(Ref. 1800.908 and 1800.923)</i>	PO, TO, GO
X	Interim New Technology Summary Report (NTSR) <i>(Required for all Grants and Cooperative Agreements except for those issued solely to support education programs)</i>	Every 12 months from the date of the grant/cooperative agreement. (Note: Negative reports are required.) <i>(Ref. 1800.908, 1800.923 and 1800.924)</i> NASA FORM 1679 or eNTR <i>(http://invention.nasa.gov)</i>	GO, NTR
X	Notification of Decision to Forego Patent Protection <i>(Required for all Grants and Cooperative Agreements)</i>	As applicable, not less than 30 days before the expiration of the response period required by the relevant patent office. <i>(Ref. 1800.908 and 1800.923)</i>	PO, TO, GO
X	Utilization of Subject Invention/Reportable Items <i>(Required for all Grants and Cooperative Agreements except for those issued solely to support education programs)</i>	Every 12 months from the date a subject invention is elected. Note: Negative reports are required. <i>(Ref. 1800.908 and 1800.923)</i>	PO, TO, GO

	Annual NASA Form 1018 Property in the Custody of Contractors (Required for all Grants and Cooperative Agreements with commercial organizations)	Due not later than October 15 of each year. Note: Negative reports are required. (Ref. 1800.925)	FMO, IPO
	FINAL REPORTS	REPORT DUE	RECIPIENT
X	Final New Technology Summary Report (NTSR) (Required for all Grants and Cooperative Agreements except for those issued solely to support education programs)	Within 90 days after the expiration date of the grant/cooperative agreement. (Note: Negative reports are required.) (Ref. 1800.908, 1800.923 and 1800.924) NASA FORM 1679 or eNTR (http://invention.nasa.gov)]	PO, GO, NTR
X	Properly Certified Final Federal Financial Report, SF 425 (Required for all Grants and Cooperative Agreements)	Within 90 days after the expiration date of the grant/cooperative agreement. (Ref. 1800.906)	FMO, GO
X	Summary of Research / Education Activity Report (Required for all Grants and Cooperative Agreements)	Within 90 days after the expiration date of the grant/cooperative agreement. (Ref. 1800.902) For research related training program grants, the summary of research report is completed by the Student.	CASI, TO, GO, NTR, STIO
X	Final Inventory Report of Federally-Owned Property (Required for all Grants and Cooperative Agreements, except those issued solely for education programs and grants and cooperative agreements with commercial organizations)	Within 60 days after the expiration date of the grant/cooperative agreement. (Ref. 1800.907)	CC, IPO, GO
	Final NASA Form 1018 NASA Property in the Custody of Contractors (Required for Grants and Cooperative Agreements with commercial organizations)	Within 30 days after the expiration of the grant or cooperative agreement. (Ref. 1800.925)	FMO, IPO

*Grants and cooperative agreements with colleges, universities, non-profit organizations, and small businesses will reference §1800.909. Grants and cooperative agreements with large businesses will reference §1800.923.

AGO = ADMINISTRATIVE GRANT OFFICER

IPO = INDUSTRIAL PROPERTY OFFICER

CASI = CENTER FOR AEROSPACE INFORMATION

NTR = NEW TECHNOLOGY REPRESENTATIVE

CC = CLOSEOUT CONTRACTOR

PO = PATENT COUNSEL OFFICE

FMO = FINANCIAL MANAGEMENT OFFICE

TO = TECHNICAL OFFICER

GO = NASA GRANT OFFICER

UAO = UNIVERSITY AFFAIRS OFFICER

HHS/PMS = HEALTH AND HUMAN SERVICES PAYMENT MANAGEMENT SYSTEM

STIO = SCIENTIFIC & TECHNICAL INFORMATION OFFICE

SPECIAL CONDITIONS

RESEARCH TERMS AND CONDITIONS (RTC)

For additional information, go to <https://www.nsf.gov/awards/managing/rtc.jsp> (the National Science Foundation hosts the Federal RTC website).

	Reference	RTC Overlay	NASA
Prior Written Approval (prior approval).	200.407		
Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts	200.407(a)		
Changes in principal investigator (PI), project leader, project partner, or scope of effort.	200.201(b)(5)	Required	Required
Cost sharing or matching	200.407(b)		
Use of unrecovered indirect costs, including indirect costs on cost sharing or matching.	200.306(c)	Waived	Waived
Use of current fair market value to determine the value of non-Federal entity donations of services and property for the purposes of cost sharing or matching.	200.306(d)(2)	Waived	Required
Costs of the fair market value of equipment or other capital assets and fair rental charges for land when the Federal award supports activities that require use of equipment, buildings or land.	200.306(h)(2)	Required	Required
Program Income	200.407(c)		
Use of program income during the period of performance (additive method).	200.307(e)(2)	Waived	Waived ¹
Revision of budget and program plans	200.407(d)		
Change in the scope or the objective of the project or program.	200.308(c)(1)(i)	Required	Required
Change in PI/PD specified in the application or Federal award.	200.308(c)(1)(ii)	Required	Required
Disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project by the approved PI/PD.	200.308(c)(1)(iii)	Required	Required ²
Inclusion, unless waived, of costs that require prior approval in accordance with Subpart E -- Cost Principles.	200.308(c)(1)(iv)	Required	Required
Transfer of funds budgeted for participant support costs to other categories of expense.	200.308(c)(1)(v)	Required	Waived ³
Subawarding, transferring or contracting out any work under a Federal award. This provision does not apply to the acquisition of supplies, material, equipment or general purpose services.	200.308(c)(1)(vi)	Required	Waived
Changes in the approved cost-sharing or matching provided by the non-Federal entity.	200.308(c)(1)(vii)	Required	Waived
Need for additional Federal funding to complete the project.	200.308(c)(1)(viii)	Required	Required
Incur project costs 90 calendar days before the Federal awarding agency makes the award.	200.308(d)(1)	Waived	Waived
Incur project costs more than 90 calendar days pre-award.	200.308(d)(1)	Required	Required
Initiate a one-time extension of the period of performance by up to 12 months.	200.308(d)(2)	Waived	Waived
Subsequent no-cost extension or extension of more than 12 months.	200.308(d)(2)	Required	Required
Carry-forward of unexpended balances to subsequent funding periods.	200.308(d)(3)	Waived	Waived
Transfer amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa.	200.308(d)(4)	Waived	Waived
Rebudgeting among direct cost categories for Federal awards in which the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the approved budget.	200.308(e)	Waived	Waived ^{3,4}
Transfer of funds between construction and non-construction activities.	200.308(g)(5)	Required	Required
Real Property	200.407(e)		
Encumber real property acquired with Federal funds.	200.311(b)	Required	Required
Transfer of title to the Federal awarding agency or to a third party.	200.311(c)(3)	Required	Required
Special arrangements and alterations costs incurred specifically for a Federal award.	200.462(a)	Required	Required

Equipment		200.407(f)		
	Encumber equipment acquired with Federal funds.	200.313(c)(1)	Required	Waived
Fixed amount subawards		200.407(g)		
	Subawards based on fixed amounts at any dollar amount, provided the subawards meet the requirements for fixed amount awards in 200.201.	200.332	Waived	Required
Direct Costs		200.407(h)		
	Direct charge the salaries of administrative and clerical staff if all conditions in 200.413 are met, excluding 200.413(c) (3).	200.413(c)	Waived	Waived
Compensation -- personal services, paragraph (h)		200.407(i)		
	Directly charge payments of incidental activities for which supplemental compensation is allowable under written institutional policy (at a rate not to exceed institutional base salary).	200.430(h)(1)(ii)	Waived	Waived
	Faculty salary in excess of Institutional Base Salary (IBS).	200.430(h)(2)	Required	Required
	Intra-IHE faculty consulting on a Federal award that exceed a faculty member's base salary.	200.430(h)(3)	Waived	Waived
Compensation -- fringe benefits		200.407(j)		
	Severance payments to foreign nationals employed by the non-Federal entity outside the US that exceed the amounts customary in the US.	200.431(i)(4)	Required	Required
	Severance payments to foreign nationals employed by the non-Federal entity outside the US due to termination of the foreign national as a result of the closing of, or curtailment of activities by, the non-Federal entity in that country.	200.431(i)(5)	Required	Required
Entertainment costs		200.407(k)		
	Inclusion of costs of entertainment, including amusement, diversion, and social activities and any associated costs that have a programmatic purpose.	200.438	Required	Required
Equipment and other capital expenditures		200.407(l)		
	Direct charge capital expenditures for general purpose equipment.	200.439(b)(1)	Waived	Waived ^{3,5}
	Direct charge capital expenditures for buildings and land use.	200.439(b)(1)	Required	Required
	Direct charge capital expenditures for special purpose equipment over \$5,000.	200.439(b)(2)	Waived	Waived ^{3,5}
	Capital expenditures for improvements to land or buildings which materially increase their value or useful life.	200.439(b)(3)	Required	Required
Exchange rates		200.407(m)		
	Exchange rate fluctuations that result in the need for additional Federal funding, or a reduction in the scope of the project.	200.440(a)	Required	Required
Fines, penalties, damages and other settlements		200.407(n)		
	Costs resulting from non-Federal entity violations of, alleged violations of, or failure to comply with, Federal, State, tribal, local or foreign laws and regulations.	200.441	Required	Required
Fund raising and investment management costs		200.407(o)		
	Costs of organized fund raising for the purposes of meeting the Federal program objectives.	200.442(a)	Required	Required
Goods or services for personal use		200.407(p)		
	Costs of housing (e.g. depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses.	200.445(b)	Required	Required
Insurance and indemnification		200.407(q)		
	Costs of insurance or of contributions to any reserve covering the risk of loss of, or damage to, Federal Government property.	200.447(b)(2)	Required	Required
Memberships, subscriptions, and professional activity costs, paragraph (c)		200.407(r)		
	Costs of membership in any civic or community organization.	200.454(c)	Required	Required
Organization costs		200.407(s)		
	Costs such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselor, whether or not employees of the non-Federal entity in connection with establishment or reorganization.	200.455	Required	Required
Participant support costs		200.407(t)		
	Transfer of funds into the participant support cost category.	200.456	Waived	Waived

	Transfer of funds budgeted for participant support costs to other categories of expense.	200.308(c)(1)(v)	Required	Waived ³
Pre-award costs		200.407(u)		
	Inclusion of allowable pre-award costs.	200.458	Waived	Waived
	Incur project costs 90 calendar days before the Federal awarding agency makes the award.	200.308(d)(1)	Waived	Waived
	Incur project costs more than 90 calendar days pre-award.	200.308(d)(1)	Required	Required
Rearrangement and reconversion costs		200.407(v)		
	Direct charge special arrangements and alterations costs incurred specifically for a Federal award.	200.462(a)	Required	Required
Selling and marketing costs		200.407(w)		
	Costs of selling and marketing any products or services of the non-Federal entity (unless allowed under §200.421 Advertising and public relations).	200.467	Required	Required ⁶
Taxes (including Value Added Tax)		200.407(x)		
	Use of foreign tax reimbursement for approved activities under the Federal award.	200.470(c)	Required	Required
Travel costs		200.407(y)		
	Inclusion of travel costs for officials covered by 200.444 General costs of government.	200.474(a)	Required	Required
	Travel costs for dependents for travel of duration of six months or more.	200.474(c)(2)	Required	Required
*	Any of the authorities may be over-ridden by a special term or condition of award.			
1	With prior approval, may use to meet cost share requirement.			
2	Applies to PIs and co-PIs.			
3	Waived unless results in a change of scope.			
4	Waived unless total cost share amount is reduced from what was approved in budget.			
5	Waived if the cost of equipment is appropriately prorated among the activities to be benefitted.			
6	Pertains only to items produced under this award in which the Federal share was used for all or part of the development.			

HQ POINTS OF CONTACT

Grants Officer	Attn: Grants Officer NASA Shared Services Center Procurement Office, Bldg. 1111 Stennis Space Center, MS 39529 NSSC-Grant-Report@mail.nasa.gov
Technical Officer	Attn: David Green NASA Headquarters 300 E Street SW, Mailstop: Rm. 3Q58 Washington, DC 20546 david.s.green@nasa.gov
Industrial Property Officer	Attn: Industrial Property Officer NASA Goddard Space Flight Center Mail Code: 273 Greenbelt, MD 20771 gsfc-05-grants-co-ops@mail.nasa.gov
Patent Counsel Office	Attn: Patent Counsel Office NASA Headquarters 300 E Street SW, Suite: 9T11 Washington, DC 20546 Helen.M.Galus@nasa.gov
Health and Human Services Payment Management System (<i>For SF 425s</i>)	Attn: Division of Payment Management P. O. Box 6021 Rockville, MD 20852 http://www.dpm.psc.gov
<i>Financial Management Office (For commercial grants - invoices)</i>	Attn: FMD-Accounts Payable NASA Shared Services Center Building 1111, Jerry Hlass Road Stennis Space Center, MS 39529 NSSC-AccountsPayable@nasa.gov Phone Number: 877-677-2123 (877-NSSC123) Fax Number: 866-779-6772
Financial Management Office (<i>For inquiries</i>)	Attn: FMD-Grants NASA Shared Services Center Building 1111, Jerry Hlass Road Stennis Space Center, MS 39529 NSSC-ContactCenter@nasa.gov Phone Number: 877-677-2123 (877-NSSC123) Fax Number: 866-779-6772
Financial Management Office (<i>For Annual and Final Inventory Reports of Federally-Owned Property</i>)	Attn: Financial Management Office NASA Goddard Space Flight Center Mail Code: 157.2 Greenbelt, MD 20771 Tanya.S.Marbury@nasa.gov

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Basic

NASA Center for AeroSpace Information (CASI) Attn: Document Processing Section
7121 Standard Drive
Hanover, MD 21076
eftftp@sti.nasa.gov

New Technology Office Attn: New Technology Representative
NASA Glenn Research Center
21000 Brookpark Road, MS 4-2
Cleveland, OH 44135
hq-ntsr@lists.nasa.gov

Scientific & Technical Information Office (STIO) Attn: Scientific and Technical Information
(STIO) Program Office
eftftp@sti.nasa.gov

Closeout (*for final reports*) Recipients should submit final reports
electronically to:
NSSC-closeout@mail.nasa.gov

NASA Office of Inspector General NASA Office of Inspector General
1-800-424-9183
Or Write:
P.O. Box 23089
L'Enfant Plaza Station
Washington, D.C. 20026

To report suspected fraud, waste or abuse of Federal funds go
to: OIG hotline can be accessed through
<https://oig.nasa.gov/hotline.html>

Office of Diversity and Equal Opportunity Director, Complaints Management Division
NASA Headquarters
Office of Diversity and Equal Opportunity
300 E St. SW
Rm. 6P83
Washington, DC 20546

To file a complaint regarding denial of equal opportunity
or discrimination based on race, color, national origin,
sex, disability, or age; go to:
<http://missionstem.nasa.gov/filing-a-complaint.html>



County of Sonoma Agenda Item Summary Report

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

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

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

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Sara Press, 565-7368

Supervisory District(s):

countywide

Title: Regional Conservation Partnership Program Update

Recommended Actions:

Receive an update on the Regional Conservation Partnership Program and approve a resolution of the Directors of the Sonoma County Agricultural Preservation and Open Space District authorizing the General Manager to (1) submit applications to the Natural Resources Conservation Service for agricultural conservation easements through the Regional Conservation Partnership Program; and (2) sign and execute agreements for funds toward acquisition of agricultural conservation easements if awarded such funding from Natural Resources Conservation Science.

Executive Summary:

As lead partner, the Sonoma County Agricultural Preservation and Open Space District is managing \$8,049,000 in funding from the Natural Resources Conservation Service through the Regional Conservation Partnership Program. Regional Conservation Partnership Program is a regional collaboration to address countywide issues of agricultural sustainability and climate change and to implement appropriate conservation practices on agricultural land in Sonoma County.

The Sonoma County Venture Conservation Regional Conservation Partnership Program is a collaboration of partners, funders, residents, farmers and ranchers working to conserve and restore land in Sonoma County to ensure resilience to climate change through healthy soils, high-quality surface and groundwater supplies, healthy habitat for fish and wildlife, and a thriving agricultural industry.

Discussion:

Regional Conservation Partnership Program Overview

The purpose of the Regional Conservation Partnership Program (RCPP) is to promote coordination between Natural Resources Conservation Service (NRCS) and its partners to deliver conservation assistance to agricultural producers and landowners. The Sonoma County Venture Conservation RCPP focuses on four resource concerns: water quantity, water quality, soil health, and fish and wildlife habitat. Attachment 1 provides an overview of the Program.

Over a five-year period, this RCPP will provide funding for the purchase of conservation easements, development of property-specific conservation plans, and implementation of conservation practices on agricultural and forestry lands with a focus on protecting and enhancing stream corridors, wildlife habitat and high-priority groundwater basins. The Sonoma County Agricultural Preservation and Open Space District (Ag + Open Space) is the lead agency, and is partnering with a Steering Committee consisting of the Sonoma and Gold Ridge Resource Conservation Districts, Sonoma Land Trust, Sonoma County Water Agency (SCWA), the Pepperwood Foundation, and the local NRCS office. A Technical Advisory Committee is comprised of over 15 other diverse collaborators. The project team will be providing matching funds in the amount of \$12,774,517. The match consists of cash from other grants and sources, plus in-kind contributions, from at least thirteen organizations.

As detailed in Attachment 2, the objectives of the Sonoma County RCPP are to:

- Develop and implement a shared, proactive, positive vision for conservation of working lands and natural areas resulting in agricultural systems that conflict less and are more symbiotic with natural resources.
- Strengthen the resilience of Sonoma County agriculture and natural systems to drought and climate change using a broad suite of NRCS programs and practices to address priority resource concerns in an integrated, multi-beneficial fashion.

To address these concerns, Ag + Open Space and its partners will work through the following existing NRCS programs:

- Agricultural Land Easements – Agricultural Conservation Easement Program (ALE-ACEP)
- Environmental Quality Incentives Program (EQIP)
- Conservation Stewardship Program (CSP)

The majority of the funds will go to agricultural landowners and producers as shown in the table below. About a quarter of the funds go to our local RCDs to work with agricultural landowners in developing plans for achieving conservation and agricultural goals on their properties.

Entity	Funding Amount	Work
Agricultural Landowners	\$4,836,000	Conservation easements (through ACEP)
Agricultural Producers	\$666,100	Improvement projects (through EQIP and CSP)
Resource Conservation Districts (Gold Ridge and Sonoma)	\$2,060,800	Conservation plans on agricultural properties
NRCS	\$486,100	Staff time on ACEP and EQIP

Status

The funding period runs from December 2016 to December 2021. Since January 2017, the Steering Committee has met 17 times and the Technical Advisory Committee has met twice. We have submitted two semi-annual progress reports to NRCS (see Attachments 3 and 4). During this same period, the partnership has expended almost \$155,000 of the RCPP funds, with 17 LandSmart Plans and four Carbon Farm Plans underway, in collaboration with over 50 landowners on over 12,000 acres. The partnership has provided over \$7,000,000 in match in the first year. The amount was reached relatively quickly

because of the inclusion of the cost of a forest conservation easement acquisition that meets the goals of RCPP.

Criteria

NRCS uses criteria to screen and rank projects. For RCPP, local partnerships develop local criteria that reflect local priorities, while fitting within NRCS parameters. This local criteria is then used in combination with established NRCS state and national criteria.

For Sonoma County RCPP, the local criteria reflect the priorities in the RCPP agreement: water quantity, water quality, soil health, and fish and wildlife habitat. The RCPP Steering Committee and Technical Advisory Committee worked to develop local criteria – both screening criteria, which determine which projects are prioritized and get ranked, and ranking criteria, which determine the priority of the eligible projects. Projects are funded in order of priority. These criteria will be applied to a first cycle of RCPP funding, with the ability to adjust the criteria to reflect changing conditions if needed for future cycles.

The tables below show how the ranking criteria are prioritized. Sample ranking sheets are attached.

EQIP Ranking Criteria Priorities

Category	Total Points	% of Total
Groundwater conservation and recharge	80	20%
Wildlife habitat	75	18.5%
Soil health, carbon sequestration, and greenhouse gas reduction	75	18.5%
Surface water conservation	70	18%
Water quality	60	15%
Partnership and community	40	10%
Total	400	100%

Conservation Easement Ranking Criteria Priorities

Category	Total Points	% of Total		National Points*	State & Local Points**
Agriculture, including agricultural soils	130	32%		105	25
Water, groundwater, and aquatic resources and habitat	65	16%		0	65
Threat	60	15%		30	30
Proximity and adjacency	55	14%		55	0
Stewardship	45	11%		10	35
Terrestrial (primarily) habitat	30	8%		0	30
Cooperating entity's performance	10	3%		0	10
Cultural and archeological	5	1%		0	5
Total	400	100		200	200

* fixed criteria and associated points

** flexible criteria and associated points

Initial Funding Cycles

NRCS is currently accepting applications for local EQIP and ALE projects through the Sonoma County RCPP. Applications are due to NRCS by June 1. For more information about this program, visit the NRCS Sonoma County Venture Conservation Partnership webpage at <https://www.nrcs.usda.gov/wps/portal/nrcs/detail/ca/programs/farmland/rcpp/?cid=nrcseprd1382825>

There will be additional EQIP cycles and a possible ALE cycle in future years of the funding period.

Conservation Easements

Under the Agricultural Land Easements (ALE) component, NRCS helps American Indian tribes, state and local governments and non-governmental organizations protect working agricultural lands and limit non-agricultural uses of the land. Agricultural land easements protect the long-term viability of the nation’s food supply by preventing conversion of productive working lands to non-agricultural uses. Land protected by agricultural land easements provides additional public benefits, including environmental quality, historic preservation, wildlife habitat and protection of open space.

Entities are eligible to apply for ALE funding through RCPP are tribes, state and local governments, and non-governmental organizations that have farm or grassland protection programs. Ag + Open Space intends to apply for RCPP funds for up to four agricultural conservation easement projects before the end of the funding period. Such projects would be priority projects for Ag + Open Space that meet the RCPP criteria. Ag + Open Space has evaluated all eligible acquisition projects pursuant the Conservation Easement Ranking Criteria Priorities outlined above and is recommending that the top two highest ranking projects be submitted for current ALE cycle. The two top ranking projects are an approximately 130-acre farm with mixed crops bordered by Dry Creek and Pena Creek and an approximately 1,190 acre beef cattle ranch with six tributaries to Maacama Creek and Redwood Creek. Ag + Open Space is in the very early stages of project design and negotiation with the landowners but will present the Board with detailed project descriptions for final approval.

The RCPP project application process is similar to the regular ALE process, with the first step being to submit an ALE application to NRCS. One requirement of the ALE application is authorization of an individual to act on behalf of the entity applying for funding and entering into agreements with NRCS. Ag + Open Space’s General Manager requests authority to apply for this funding and enter into agreements with NRCS if such funding is awarded. A sample cooperative agreement and minimum terms for conservation easements are available on-file with the Clerk of the Board.

Prior Board Actions:

March 29, 2016: Reso #16-0104 authorized the General Manager to sign and execute the five-year RCPP agreement.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Projects under RCPP protect, restore and maintain public lands and open space systems that promote agricultural viability, health, and biodiversity and contribute to the area’s economic vitality.

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>Specific conservation easement acquisitions will be budgeted in the fiscal year in which each acquisition will be made, including any outside funding received as a result of this item and a District match of at least 50% of the total value of the acquisition. Consideration of each conservation easement project will be brought to the Board in the future.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<ol style="list-style-type: none"> 1. RCPP Program Overview 2. RCPP Program Objectives 3. NRCS Progress Report #1 4. NRCS Progress Report #2 5. RCPP Environmental Quality Incentive Program Criteria 6. RCPP Agricultural Land Easements Criteria 7. Resolution 			

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

- | |
|--|
| <ol style="list-style-type: none">1. Sample Agricultural Land Easements Criteria Cooperative Agreement2. Minimum Deed Terms for Agricultural Conservation Easements |
|--|

Mission Statement

Sonoma County Venture Conservation (SCVC) is a collaboration of partners, funders, residents, farmers and ranchers working to conserve and restore land in Sonoma County to ensure resilience to climate change through healthy soils, high-quality surface and groundwater supplies, healthy habitat for fish and wildlife, and a thriving agricultural industry.

Sonoma County Venture Conservation Partnership

The SCVC partnership allows for work across boundaries in a cooperative, proactive, and integrative way to conserve working and natural lands that will result in substantive improvements in water, soil, and habitat quality, with an emphasis on climate resiliency, healthy riparian corridors, groundwater recharge, and fish and wildlife habitat. This ‘venture conservation’ approach uses federal funding through the Regional Conservation Partnership Program (RCPP) as seed money to be matched with local and State funding sources.

Regional Conservation Partnership Program

The purpose of the Regional Conservation Partnership Program is to promote coordination between the Natural Resources Conservation Service (NRCS) and its partners to deliver conservation assistance to agricultural producers and landowners. NRCS provides assistance to producers through partnership agreements and through conservation program contracts or easement agreements. This RCPP will focus on four resource concerns: water quantity, water quality, soil health, and fish and wildlife habitat.

Led by the Sonoma County Agricultural Preservation and Open Space District (Ag + Open Space) in partnership with core partners, including the Sonoma Resource Conservation District, Gold Ridge Resource Conservation District, Sonoma County Water Agency and Pepperwood’s Dwight Center for Conservation Science, the SCVC leverages local knowledge, funding, and resources with federal USDA-NRCS dollars through the Regional Conservation Partnership Program.

Partners & Roles

RCPP Steering Committee

- **Sonoma County Ag + Open Space** – Lead agency for grant administration, public relations and community outreach, data collection and analysis, and in acquiring conservation easements from willing landowners.
- **Local NRCS office** – Responsible for disbursing partnership funds on a reimbursement basis; lead agency responsible for contracting with willing landowners for EQIP (Environmental Quality Incentives Partnership) and CSP (Conservation Stewardship Program) projects on the ground, and partner in community outreach.
- **State NRCS office** – Partner in conservation easement acquisition.
- **Sonoma Resource Conservation District** – One of two lead agencies in developing and implementing conservation plans with willing landowners, partner in prioritization, ranking criteria, and community outreach.
- **Gold Ridge Resource Conservation District** – One of two lead agencies in developing and implementing conservation plans with willing landowners, partner in prioritization, ranking criteria, and community outreach.
- **Sonoma Land Trust** – Partner in conservation easement acquisition, collaborating on prioritization and ranking criteria, and community outreach.



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The USDA is an Equal Opportunity Provider, Employer, and Lender

- **Sonoma County Water Agency** – Partner in providing data and analysis, collaborating on prioritization and ranking criteria, and community outreach.
- **Pepperwood Preserve** – Partner in providing data and analysis, collaborating on prioritization and ranking criteria, and community outreach.

RCPP Technical Advisory Committee

- Multiple additional organizations and agencies assisting in SCVC’s success through expertise, matching funds, and leveraging of existing programs.

RCPP Program Goals

- Develop a shared, proactive and positive vision for conservation of working lands and natural areas resulting in agricultural systems that conflict less and are more symbiotic with natural resources.
- Strengthen the resilience of Sonoma County agricultural and natural systems to drought and climate change by implementing the shared vision for conservation of working lands and natural areas.

RCPP Program Elements

- **Data analysis** - *To identify high-priority, multiple-benefit, integrated projects.*
- **Conservation Easements** – *A voluntary legal agreement that protects identified conservation values on a property; negotiated with willing landowners; runs with the land.*
- **Conservation Planning** – *A voluntary process to develop a site-specific plan that balances a landowner or manager’s individual needs, goals and timelines with practices that preserve and enhance natural resources on the property.*
- **On-farm Conservation Practices (EQIP Contracts)** – *Installation of best management practices that meet both agricultural production and environmental quality goals.*

RCPP Anticipated Outcomes

- Protection of at least 3,000 acres of agricultural land through conservation easements.
- Holistic farm conservation planning on almost 70,000 acres of agricultural land.
- On-the-ground improvements on over 10,000 acres of agricultural land.
- Demonstrated innovative practices and tools for integrated stream/floodplain conservation to meet multiple objectives.
- Enhanced riparian habitat and biodiversity.
- Protected groundwater basins to improve recharge for sustainable water supply.
- Beneficial stormwater management for water quality and supply resiliency.
- Increased instream flow in critical creeks.
- Enhanced sequestration of carbon and reduction of GHG emissions on farms through carbon farming.
- Monitored progress using cutting edge technologies.

RCPP Project Coordinator Contact:

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Regional Conservation Partnership Program - Sonoma County Venture Conservation**Project Location:** Sonoma County, California**Summary:** Regional collaboration to address countywide issues of agricultural sustainability and climate change and to implement appropriate conservation practices in Sonoma County.**Grant Period:** December 22, 2016 through November 30, 2021

TASK	NRCS Grant Funds	Match Funds
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Objective 1 – Develop a shared, proactive and positive vision for conservation of working lands and natural areas resulting in agricultural systems that conflict less and are more symbiotic with natural resources.

Compile and analyze relevant data, including groundwater and water supply planning, and climate-hydrology modeling		
Convene partnership to evaluate and integrate data into shared vision, including spatially-explicit priorities and ranking criteria for evaluating and prioritizing conservation actions		
Conduct outreach to landowners		
Develop quantification and evaluation tools and monitoring protocols and method to share monitoring data and environmental outcomes with the public		
Develop practices to protect in-stream flow via frost protection practices		
Subtotal		\$1,960,935

Objective 2 – Strengthen the resilience of Sonoma County agricultural and natural systems to drought and climate change by implementing the shared vision for conservation of working lands and natural areas.

Develop 114 Conservation Plans on 91,800 acres	\$1,852,000	
Implement improvements through EQIP contracts on 10,500 acres	\$640,000	\$1,450,000
Acquire conservation easements on 2,700 acres	\$4,836,000	\$9,363,620
Monitor and measure outcomes		
Subtotal	\$7,328,000	\$10,813,620
NRCS cost	\$486,100	
Conservation Stewardship Program	\$234,900	
Total	\$8,049,000	\$12,774,555

Project Total = \$20,823,555

RCPP Sonoma County Venture Conservation: Grant Agreement #68-9104-17-093**SEMI-ANNUAL PROGRESS REPORT #1**

**Reporting Period: Quarter 1 and Quarter 2 of Year 1:
December 22, 2016 (start of contract) through March 31, 2017
Date of Report: May 31, 2017**

This first Progress Report on the RCPP Sonoma County Venture Conservation project (grant agreement #68-9104-17-093) describes work conducted both with grant funds and match funds, as agreed upon in the executed grant agreement and its attached Plan of Work (Attachment C) and Budget Sheet (Attachment D). The reporting period is from the start of the contract through March 31, 2017. The topics specifically addressed are those identified in Section 6, including subsections b through i, and Section 7, on pages 6 and 7 in the Statement of Work (SOW) (Attachment A) of the grant agreement. Detailed reporting on the grant funding and the match contributed to the project is included in Paragraph B below.

A. Project Accomplishments and Goals Achieved (Section 6 of SOW)

The Sonoma County Agricultural Preservation and Open Space District (District) and its partners worked towards achieving the objectives set forth in the RCPP grant and toward addressing the four resource concerns that are the subject of this grant: water quantity, water quality, soil quality and habitat quality.

1. Objective 1

The first objective of the RCPP grant is to develop a shared, proactive and positive vision for conservation of working lands and natural areas resulting in agricultural systems that conflict less and are more symbiotic with natural resources.

During the first two quarters of NRCS fiscal year 2017-18, RCPP partners engaged in the following tasks identified in the Plan of Work related to the first objective:

- **Compile and analyze relevant data.** Data, analysis, research, mapping and outreach performed by and for the District supports the RCPP partners' ability to develop criteria that reflect local conditions and priorities in Sonoma County. These planning elements also support the District's ability to prioritize lands for acquisition that meet the goals and objectives of the grant, and support the Resource Conservation Districts' (RCDs) ability to develop Conservation Plans that address water quality and supply, groundwater recharge zones, areas of important wildlife habitat, agriculturally productive areas, areas of carbon stocks/carbon sequestration and areas important for climate adaptation.
- **Convene partnership to evaluate and integrate data into shared vision.** The RCPP partners have been meeting regularly to develop a shared vision and discuss integration of relevant data. The Steering Committee, comprised of eight partner agencies, including NRCS, met five times during the reporting period. A Data Subcommittee met multiple times and a 20-member Technical Advisory Committee met once.
- **Conduct outreach to landowners.** The RCPP partners have communicated with landowners through multiple avenues. The RCDs have engaged 83 landowners in conservation planning and other projects that address the grant's identified resource concerns. The District has held five community meetings, and 15 one-on-one and small group meetings with stakeholders, experts and community members as part of its Vital Lands Initiative (VLI), which is a comprehensive planning process that informs implementation of the RCPP grant. The total number of participants at these VLI meetings was 335.

SEMI-ANNUAL PROGRESS REPORT #1

2. Objective 2

The second objective of the RCPP grant is to strengthen the resilience of Sonoma County agricultural and natural systems to drought and climate change by implementing the shared vision for conservation of working lands and natural areas.

During the first two quarters of NRCS fiscal year 2017-18, RCPP partners engaged in the following tasks identified in the Plan of Work related to the second objective:

- **Develop Conservation Plans.** As of this report, Sonoma RCD has seven LandSmart Plans in progress and one Carbon Farm Plan in progress, and Gold Ridge RCD has five LandSmart Plans and one Carbon Farm Plan in progress.
- **Implement improvements through EQIP contracts.** Sonoma RCD has six Financial Assistance projects in progress and Gold Ridge RCD has four Financial Assistance projects in progress, which are not through EQIP but which implement improvements on the ground that address the grant’s resource concerns.
- **Acquire conservation easements.** The District is working on a number of conservation easements that address the resource concerns related to the RCPP grant. While these may or may not be ranked for RCPP funding in the future, they may be eligible as match and will be reported on in future progress reports at the time of acquisition.

B. Activities and Services Provided (Section 6 of SOW)

The District and its partners provided activities and services with RCPP grant funds and with match funds.

1. Grant Funds Expended Summary

Table 1 shows the grant funds that were expended this reporting period. Note that this \$27,936.57 is a preliminary account as the invoices have not yet been approved by NRCS. Please also note that NRCS may have expended EQIP and ACEP funds during this reporting period while collaborating with the partnership although they are not reported on here.

Grant funds went towards Sonoma RCD staff time to work on seven LandSmart Plans on 2,225 acres, on six vineyards and one rangeland property. Work ranged from initial discussions with landowners to a final meeting to review recommended practices.

Grant funds went towards Gold Ridge RCD staff time to work on five LandSmart Plans on 2,958 acres - an orchard, dairy, goat dairy, rangeland/forest and rangeland. Work ranged from initial discussions with landowners to conducting additional site visits for resource inventory work.

Table 1. Grant Funds Summary

Partner	Fund	Program	Total Funds	Annual Funds (Year 1)	Funds Expended (this period)	% Funds Expended (this period)	Funds (total) Expended (to date)	% Funds Expended (to date)
District	FA	ACEP	\$4,836,000	\$232,500	-	-	-	-
District	TA	CSP	\$26,100	-	-	-	-	-
Sonoma RCD	TA	EQIP	\$1,235,000	\$300,000	\$19,060.50	6%	\$19,060.50	2%
Gold Ridge RCD	TA	EQIP	\$617,000	\$150,000	\$8,876.07	6%	\$8,876.07	1%

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Sonoma RCD	TA	CSP	\$139,200	-	-	-	-	-
Gold Ridge RCD	TA	CSP	\$69,600	-	-	-	-	-
NRCS	FA	EQIP	\$640,000	\$160,000	-	-	-	-
NRCS	TA	EQIP	\$96,000	\$24,000				
NRCS	TA	CSP	\$26,100	-	-	-	-	-
NRCS	TA	ACEP	\$364,000	\$17,500				
Total			\$8,049,000	\$884,000	\$27,936.57	3%	\$27,936.57	0.3%

2. Match Contributed Summary

Match funds are categorized as Financial Assistance (FA) and Technical Assistance (TA). One type of TA called out separately is In-kind, which is primarily provided by the numerous non-Steering Committee members of the RCPP partnership.

Table 2 summarizes all the types of match contributed, organized into the same categories as in the Budget Sheet (Attachment D of the grant agreement). Description of the match contributed follows. The total amount of match contributed this reporting period is \$489,725.58.

Table 2. Match Summary

Partner	Program	Match Required (total)	Match Required (Year 1: 2017)	Match Expended (this period)	% Match (yr) Expended (this period)	Match (total) Expended (to date)	% Match (total) Expended (to date)
Financial Assistance Contributed							
District	ACEP	\$6,842,170	\$726,908	-	-	-	-
SLT	ACEP	\$500,000	-	-	-	-	-
Sonoma RCD	EQIP	\$965,000	\$533,000	\$51,750.42	10%	\$51,750.42	5%
Gold Ridge RCD	EQIP	\$485,000	\$100,000	\$173,458.79	173%	\$173,458.79	36%
<i>Subtotal</i>				\$225,209.21	17%	\$225,209.21	3%
Technical Assistance Contributed							
District	EQIP	\$590,000	\$190,000	\$45,762.72	24%	\$45,762.72	8%
District	ACEP	\$2,021,450	\$500,000	\$137,288.15	27%	\$137,288.15	7%
Sonoma RCD	EQIP	\$221,795	\$44,299	\$25,017.00	56%	\$25,017.00	11%
Gold Ridge RCD	EQIP	\$112,000	\$22,400	\$14,174.50	63%	\$14,174.50	13%
In-kind	EQIP	\$518,720	\$103,744	\$21,137.00	21%	\$21,137.00	4%
In-kind	ALE	\$518,720	\$103,744	\$21,137.00	21%	\$21,137.00	4%
<i>Subtotal</i>				\$264,517.37	27%	\$264,517.37	7%
Total Match				\$489,725.58	21%	\$489,725.58	2%

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a. Match - Financial Assistance Contributed

The work of the Sonoma and Gold Ridge RCDs resulted in \$225,209 of Financial Assistance (FA) contributed as matching funds. Both RCDs worked toward implementation of projects that included riparian enhancement, rainwater catchment, water quality and conservation BMPs, and streamflow enhancement. Specific activities toward implementation included permitting, contracting, and installation of riparian plants; construction of rainwater tanks; and dairy improvements for water quality.

Table 3 identifies the sources of funding for the various activities contributed as Financial Assistance Match to the EQIP program.

Table 3. Financial Assistance Match

Partner	Program	Funding Source	Recipient	Action Taken	Amount
Sonoma RCD	EQIP	CalTrans	Sonoma Land Trust Live Oaks Ranch	Riparian enhancement	\$18,265.02
Sonoma RCD	EQIP	Department of Water Resources via Humboldt County	Westside School Garden	Rainwater catchment	\$291.00
Sonoma RCD	EQIP	California Coastal Conservancy	Jack London Vineyard	Water Quality and Water Conservation BMPs	\$7,071.17
Sonoma RCD	EQIP	California Coastal Conservancy	Wildcat Mountain Vineyard	Water Quality BMPs	\$4,888.16
Sonoma RCD	EQIP	California Coastal Conservancy	Indian Springs Vineyard	Water Quality and Water Conservation BMPs	\$1,769.61
Sonoma RCD	EQIP	Wildlife Conservation Board	Gallo MacMurray Ranch	Streamflow enhancement	\$19,465.46
				<i>Subtotal</i>	<i>\$51,750.42</i>
Gold Ridge RCD	EQIP	North Coast Regional Water Quality Control Board (Salmon Creek SEP)	Fairy Nectar Farm	Rainwater catchment/ streamflow enhancement	\$46,113.71
Gold Ridge RCD	EQIP	North Coast Regional Water Quality Control Board (Grant Agr #12-401251)	Dei Dairy; Williams Dairy	Water Quality BMPs	\$68,400.00
Gold Ridge RCD	EQIP	Department of Water Resources	Bodega Goat Farm	Rainwater catchment	\$58,945.08

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		(Grant Agr #4600009714)			
				<i>Subtotal</i>	<i>\$173,458.79</i>
				Total FA Match	\$225,209.21

b. Match - Technical Assistance Contributed

The Budget Sheet in the Grant Agreement identifies four sources of Technical Assistance (TA) Match: from the District; from Gold Ridge RCD; from Sonoma RCD; and In-kind. All of these types of TA are identified as EQIP or ACEP. This progress reports follows the same organization.

Table 4 provides a break-down by partner and program of all the Technical Assistance Match, showing a total \$264,517 of TA Match being provided. Description of the types of TA contributed follows.

Table 4. Technical Assistance Match

Partner	Program	Hours	Hourly Rate	Monetary Value of Hours	Grants and Contracts	Total
District	EQIP	284.24	\$31-\$90	\$17,082.51	\$28,680.21	\$45,762.72
District	ACEP	852.71	\$31-\$90	\$51,247.53	\$86,040.62	\$137,288.15
Sonoma RCD	EQIP	264.25	\$90-\$114	\$25,017.00	-	\$25,017.00
Gold Ridge RCD	EQIP	150.5	\$70-\$106	\$14,174.50	-	\$14,174.50
In-kind*	EQIP		\$70-114	\$21,137.00	-	\$21,137.00
In-kind*	ACEP		\$70-114	\$21,137.00	-	\$21,137.00
					Total TA Match	\$264,517.37

* All partners except District

- i. District Technical Assistance. This section includes both traditional Technical Assistance as well as technical assistance that could be classified as In-kind Technical Assistance, such as data development for use in RCPP ranking and Conservation Plans. It is all reported here because there is no line in the budget to report on the District’s In-kind match.
 - CalTrans grant to map and analyze development potential: \$18,267
 - District sales tax funds to Pepperwood Foundation for a wildlife corridor analysis and to advise on groundwater mapping and riparian mapping: \$7,856.31

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- District sales tax funds to Tukman Geospatial to map groundwater, riparian and agricultural areas: \$81,397.39
 - District sales tax funds to the Regents of the University of California for riparian analysis: \$3,568.88
 - District sales tax funds to GreenInfo Network for data collection and mapping for RCPP and the Vital Lands Initiative, which will mirror some of the RCPP criteria: \$3,631,25
 - Staff time related to the RCPP grant as well as these technical assistance projects.
- ii. RCD Technical Assistance. As TA match, Sonoma RCD and Gold Ridge RCD provided technical assistance to landowners to address a variety of concerns, including the following activities:
- Conducted site visits for landowners with a variety of natural resource issues.
 - Provided mapping assistance for regulatory compliance.
 - Assisted landowners with groundwater monitoring.
 - Provided carbon farm planning assistance, with two Carbon Farm Plans in progress.
- iii. In-kind Technical Assistance. As In-kind match, the RCPP partners, including the RCDs, convened the partnership to evaluate and integrate data into a shared vision, discuss priorities and criteria, collect data, and provide outreach to landowners.

Table 5 documents the In-kind Match by partner. Approximately half of the time is associated with EQIP and half with ACEP. Specific activities include:

- Steering Committee meetings. Since the contract was executed (December 22, 2016) through March 31, 2017, the Steering Committee met five times to collaborate on the RCPP grant goals, objectives, priorities, criteria, and project management efforts.
- Data Subcommittee meetings. The subcommittee met multiple times to develop a draft Data and Analysis Plan and prioritize data sets for inclusion in the project ranking and selection criteria.
- Technical Advisory Committee (TAC). A TAC meeting was held on March 2 in which 12 partners, in addition to the seven Steering Committee member organizations, attended for two hours each.
- Sonoma RCD prepared for two workshops in Coastal Sonoma County in order to outreach to potential participants for this project.
- Gold Ridge RCD conducted a presentation at Santa Rosa Junior College on carbon farming.
- Gold Ridge RCD facilitated a workshop in the Green Valley watershed for landowners concerned about stormwater attenuation, rainwater catchment, and water security.
- Pepperwood Preserve gathered necessary data layers and coordinated with several agencies regarding critical needs for the project, *Building Habitat Connectivity for Climate Adaptation in the Mayacamas*. This

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project taps into the same data sets being used for the RCPP to assess habitat quality in Sonoma County to the Berryessa Snow Mountain National Monument. It will provide a parallel framework for conservation priorities that also informs the RCPP. The project is being funded through the CA Landscape Conservation Cooperative.

Table 5. In-kind Match

Partner	Hours	Hourly Rate	Monetary Value of Hours	Grants and Contracts	Total
Sonoma RCD*	19.5	\$97-\$114	\$1,955		
Gold Ridge RCD*	111	\$70-\$106	\$9,390		
Pepperwood Preserve*	450.92	\$29-\$88	\$25,094	\$3,795	
12 Partners at TAC meeting	2 hrs. each	\$85 average	\$2,040		
Total					\$42,274

* includes attendance at Technical Advisory Committee meeting

C. Efforts to monitor and evaluate implementation of conservation activities (Section 6 of SOW)

Since this Progress Report covers the first few months of the grant, we have not yet begun to monitor or evaluate implementation of the conservation activities. This will be reported on in future progress reports.

D. Number of NRCS program participants assisted and/or cooperating in the project effort (Section 6.b of SOW)

In addition to the 83 landowners listed in Table 6, the District engaged 335 participants in its Vital Lands Initiative planning process, which will inform activities associated with the RCPP grant.

Table 6. NRCS Landowners

Partner	Grant Funds	Match	Total
Sonoma RCD	7	59	66
Gold Ridge RCD	5	12	17
Total	12	71	83

E. Acres of project area addressed in NRCS program contracts and/or extents of conservation activities implemented in the project area (Section 6.c of SOW)

In addition to the 16,528 acres listed in Table 7, the District is developing a planning framework focused on priority resource concerns that covers approximately 700,000 acres. This planning framework will inform activities associated with the RCPP grant.

Table 7. NRCS Acres

Partner	Grant Funds	Match	Total
Sonoma RCD	2,225	8,575	10,800
Gold Ridge RCD	2,958	2,770	5,728
Total	5,183	11,345	16,528

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F. Contributions from other agencies or organizations which help implement provisions of the agreement and further project objectives (Section 6.d of SOW)

As listed in Section B.2.a (Match - Financial Assistance Contributed), the following agencies and organizations have helped further project objectives by contributing to riparian enhancement, streamflow enhancement, rainwater catchment, water quality BMPs, water conservation BMPs, and relevant planning efforts:

- CalTrans
- Department of Water Resources
- California Coastal Conservancy
- Wildlife Conservation Board
- North Coast Regional Water Quality Control Board

G. Assistance provided to program participants to help meet local, State and/or Federal regulatory requirements (Section 6.e of SOW)

- Through match funds, the Sonoma RCD is assisting dairy producers to develop maps that will assist in fulfilling recently updated water quality permits issued by the San Francisco Bay Regional Water Quality Control Board.
- Through match funds, the Gold Ridge RCD is assisting dairy producers to implement water quality improvements that will assist in fulfilling recently updated water quality permits issued by the San Francisco Bay Regional Water Quality Control Board.
- The LandSmart Plans being developed on vineyards are currently focused in the Sonoma Creek watershed, where the plans will play a key role in assisting growers to comply with waste discharge requirements scheduled for adoption this summer by the San Francisco Bay Regional Water Quality Control Board.
- One LandSmart Plan is being developed on a goat dairy, which will soon be subject to waste discharge requirements by the North Coast Regional Water Quality Control Board.

H. Information related to efforts to address water quality, water conservation, and other natural resource-related concerns (Section 6.f of SOW)

- The District (staff and consultants) gathered high-resolution spatial data for the county, processed and analyzed LiDAR data and finalized a fine-scale vegetation and habitat map. The District performed modeling and analysis to determine areas of high value for groundwater recharge, riparian function, biological diversity and agricultural crops. The District performed literature reviews to support conservation prioritization, and performed outreach to the community, stakeholders and technical advisors to refine the conservation prioritization framework. This work supports the development of Conservation Plans that will be conducted by Sonoma and Gold Ridge RCDs, and supports the District in prioritizing land for acquisition in areas related to the priority resource concerns.
- All LandSmart Plans take into account a holistic set of resource concerns, including water quantity, water quality, soil quality and habitat quality. Though these Plans, they identify current practices that are working well, and opportunities to implement new or modified management practices in order to provide multiple natural resource benefits.
- The Financial Assistance projects underway through match funds are designed to directly benefit these resource concerns.

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I. Efforts to provide innovation in applying conservation methods and delivery of NRCS programs, including new outcome-based performance measures and methods (Section 6.g of SOW)

- The District has completed the development of a fine-scale vegetation map and LiDAR for the entire million acres of Sonoma County. According to the California Department of Fish and Game Biogeographic Data Branch, this is the highest-quality vegetation and habitat map ever created in California. These data are being used to support cutting-edge riparian modeling, hydrologic modeling, carbon stock documentation and the development of indices of biological diversity. These datasets support innovative and high-quality conservation planning and prioritization, as well as will allow the District and its partners to track outcomes and performance related to the priority resource concerns.
- Carbon Farming through LandSmart Carbon Farm Plans and On-the-Ground projects applies an innovative lens to traditional on-farm management practices.
- Through match funds, several vineyard properties are planning to participate in a CDFA-funded Vineyard Soil Health program, serving as test sites for innovative practices designed to reduce GHGs and sequester soil carbon.
- Through match funds, one Sonoma RCD Financial Assistance project focuses on streamflow enhancement through flow releases from an on-farm pond, to be measured and managed through an innovative approach that will inform other local streamflow enhancement efforts.

J. Efforts related to renewable energy production, energy conservation, mitigation effects of climate change, adaptation, or fostering carbon sequestration (Section 6.h of SOW)

- The District has collaborated with the Nature Conservancy, NASA and the University of Maryland to use the tools and data listed in section I, above, to document carbon stocks in Sonoma County and to develop strategies related to climate adaptation (riparian corridor conservation and planned retreat in coastal areas affected by sea level rise).
- Financial Assistance projects related to water supply, streamflow enhancement, and water conservation are all integral to climate adaption for both agricultural lands and stream ecosystems. LandSmart Plans developed through this project will identify further opportunities to provide climate adaptation/resilience related to water quantity.
- Several Plans include compost application, riparian/hedgerow plantings and wetland enhancement, all to enhance soil carbon sequestration. LandSmart Carbon Farm Plans developed through this project will identify additional carbon sequestration projects.
- A Financial Assistance project focused on riparian enhancement will sequester approximately 9 metric tons of carbon per year.

K. Efforts for outreach to, and participation of, beginning farmers or ranchers, socially-disadvantaged farmers or ranchers, limited-resource farmers or ranchers, Indian Tribes, and veteran farmer and ranchers (Section 6.i of SOW)

- The District has performed outreach to three local tribes as part of its Vital Lands Initiative, which informs the RCPP grant.
- The owner of Fairy Nectar Farm is a beginning farmer.

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L. Assessment of Projects Effects (Section 7 of SOW)

As of this report, project efforts have resulted in 12 LandSmart Plans and two Carbon Farm Plans under development. In addition, ten Financial Assistance projects are in progress. Table 8 summarizes the number of landowners and acres that have been reached through the work conducted with grant funds as well as that being reported as Match. The effects of these projects are yet to be seen and will be reported on in future progress reports and at the conclusion of the project.

Table 8. Total Landowners and Acres Reached

Partner	Landowners: Grant Funds	Landowners: Match	Landowners: Total	Acres: Grant Funds	Acres: Match	Acres: Total
District	-	335	335	-	700,000	700,000
Sonoma RCD	7	59	66	2,225	8,575	10,800
Gold Ridge RCD	5	12	17	2,958	2,770	5,728
Total	12	406	418	5,183	711,345	716,528

RCPP Sonoma County Venture Conservation: Grant Agreement #68-9104-17-093**SEMI-ANNUAL PROGRESS REPORT #2****Reporting Period: Quarter 3 and Quarter 4 of Year 1:****April 1, 2017 through September 30, 2017****Date of Report: November 30, 2017, revised December 21**

This second Progress Report on the RCPP Sonoma County Venture Conservation project (grant agreement #68-9104-17-093) describes work conducted both with grant funds and match funds, as agreed upon in the executed grant agreement and its attached Plan of Work (Attachment C) and Budget Sheet (Attachment D). The reporting period is from April 1 through September 30, 2017. The topics specifically addressed are those identified in Section 6, including subsections b through i, and Section 7, on pages 6 and 7 in the Statement of Work (SOW) (Attachment A) of the grant agreement. Detailed reporting on the grant funding and the match contributed to the project is included in Paragraph B below.

A. Project Accomplishments and Goals Achieved (Section 6 of SOW)

The Sonoma County Agricultural Preservation and Open Space District (District) and its partners worked towards achieving the objectives set forth in the RCPP grant and towards addressing the four resource concerns that are the subject of this grant: water quantity, water quality, soil quality and habitat quality.

1. Objective 1

The first objective of the RCPP grant is to develop a shared, proactive and positive vision for conservation of working lands and natural areas resulting in agricultural systems that conflict less and are more symbiotic with natural resources.

During the second two quarters of NRCS fiscal year 2017-18, RCPP partners engaged in the following tasks identified in the Plan of Work related to the first objective:

- **Compile and analyze relevant data.** The data, analysis, research, mapping and outreach performed by the District (staff and consultants) continues to support the RCD's ability to develop conservation plans that address water quality and supply, groundwater recharge zones, areas of important wildlife habitat, agriculturally-productive areas, areas of carbon stocks/carbon sequestration, and areas important for climate adaptation. Additionally, these planning elements support the District's ability to prioritize land for acquisition that meets the goals and objectives of the grant. Specifically, District staff and consultants have developed countywide data about high-quality groundwater areas and the extent of functional riparian corridors.
- **Convene partnership to evaluate and integrate data into shared vision.** The RCPP partners have been meeting regularly to develop a shared vision and discuss integration of relevant data. The Steering Committee, comprised of eight partner agencies, including NRCS, met eight times during the reporting period, with additional meetings of subsets of the Steering Committee. The 20-member Technical Advisory Committee met once.
- **Conduct outreach to landowners.** Through the District's Vital Lands Initiative, which is a comprehensive planning process that informs implementation of the RCPP grant, the District performed extensive community and partner outreach and held meetings with representatives from environmental, recreational, and agricultural groups to develop a shared vision for land conservation. Some of the meetings focused specifically on priority conservation of agricultural lands. The District is compiling this input into its Vital Lands Initiative with the intention of identifying multi-benefit areas on the landscape that can support agricultural productivity and natural resource protection. The District held four

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thematic meetings and 44 one-on-one and small group meetings with stakeholders, experts, and community members. The total number of participants at these meetings was 170. In addition, the RCDs have engaged 58 landowners in conservation planning and other projects that address the grant's identified resource concerns. Other RCPP partners have communicated with landowners through multiple avenues.

2. Objective 2

The second objective of the RCPP grant is to strengthen the resilience of Sonoma County agricultural and natural systems to drought and climate change by implementing the shared vision for conservation of working lands and natural areas.

During the second two quarters of NRCS fiscal year 2017-18, RCPP partners engaged in the following tasks identified in the Plan of Work related to the second objective:

- **Develop Conservation Plans.** Sonoma RCD has 13 LandSmart Plans in progress and two Carbon Farm Plans in progress, and Gold Ridge RCD has four LandSmart Plans and two Carbon Farm Plans in progress.
- **Implement improvements through EQIP contracts.** Sonoma RCD has seven Financial Assistance projects in progress and Gold Ridge RCD has four Financial Assistance projects in progress. These projects are not through EQIP but implement improvements on the ground that address the grant's resource concerns.
- **Acquire conservation easements.** The District closed on one conservation easement transaction, Howlett Forest, which protects water quantity, quality, soil, and habitat for special-status species through restrictions on uses and activities, including development and forest harvest. The conservation easement protects a mature redwood Douglas-fir forest that includes old-growth redwood trees and approximately 5.75 miles of headwater streams of the Gualala River watershed. The District and Sonoma Land Trust are working on a number of additional conservation easements that address the resource concerns related to the RCPP grant. While these future protection projects may or may not be ranked for RCPP funding in the future, they may be eligible as match and will be reported on in future progress reports at the time of acquisition.

B. Activities and Services Provided (Section 6 of SOW)

The District and its partners provided activities and services with RCPP grant funds and with match funds.

1. Grant Funds Expended Summary

Table 1 shows the grant funds that were expended this reporting period. Please also note that NRCS may have expended EQIP and ACEP funds during this reporting period while collaborating with the partnership although they are not reported in this Progress Report.

Grant funds went towards Sonoma RCD staff time to work on 13 LandSmart Plans on 14,148 acres, comprising nine vineyards and four rangeland properties. Work ranged from initial discussions with landowners to the final draft of a LandSmart Plan.

Grant funds went towards Gold Ridge RCD staff time to work on six LandSmart and Carbon Farm Plans on 6,178 acres - an orchard, dairy, goat dairy, rangeland/forest and two rangeland properties. Work ranged from initial discussions with landowners to developing practice recommendations.

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Table 1. Grant Funds Summary

Partner	Fund	Program	Total Funds	Annual Funds (Year 1)	Funds Expended (this period)	Funds (total) Expended (to date)	% Funds Expended (to date)
District	FA	ACEP	\$4,836,000	\$232,500	-	-	-
District	TA	CSP	\$26,100	-	-	-	-
Sonoma RCD	TA	EQIP	\$1,235,000	\$300,000	\$101,571.07	\$120,631.57	10%
Gold Ridge RCD	TA	EQIP	\$617,000	\$150,000	\$25,431.27	\$34,307.34	6%
Sonoma RCD	TA	CSP	\$139,200	-	-	-	-
Gold Ridge RCD	TA	CSP	\$69,600	-	-	-	-
NRCS	FA	EQIP	\$640,000	\$160,000	-	-	-
NRCS	TA	EQIP	\$96,000	\$24,000	-	-	-
NRCS	TA	CSP	\$26,100	-	-	-	-
NRCS	TA	ACEP	\$364,000	\$17,500	-	-	-
Total			\$8,049,000	\$884,000	\$127,002.34	\$154,938.91	2%

2. Match Contributed Summary

Match funds are categorized as Financial Assistance (FA) and Technical Assistance (TA). One type of TA called out separately is In-kind, which is primarily provided by the numerous non-Steering Committee members of the RCPV partnership.

Table 2 summarizes all the types of match contributed, organized into the same categories as in the Budget Sheet (Attachment D of the grant agreement). Description of the match contributed follows. The total amount of match contributed this reporting period is \$6,852,144.19.

Table 2. Match Summary

Partner	Program	Match Required (total)	Match Required (year 1: 2017)	Match Expended (this period: Qs 3&4)	Match (total) Expended (to date)	% Match (total) Expended (to date)
Financial Assistance Contributed						
District	ACEP	\$6,842,170	\$726,908	\$4,800,000.00	\$4,800,000.00	70%
Sonoma Land Trust	ACEP	\$500,000	-	\$1,330,000.00	\$1,330,000.00	266%
Sonoma RCD	EQIP	\$965,000	\$533,000	\$245,785.23	\$297,535.65	31%
Gold Ridge RCD	EQIP	\$485,000	\$100,000	\$195,899.92	\$369,358.71	76%
<i>Subtotal</i>		<i>\$8,792,170</i>	<i>\$1,359,908</i>	<i>\$6,571,685.15</i>	<i>\$6,796,894.36</i>	<i>77%</i>
Technical Assistance Contributed						
District	EQIP	\$590,000	\$190,000	\$39,152.76	\$84,915.48	14%
District	ACEP	\$2,021,450	\$500,000	\$117,458.28	\$254,746.43	13%
Sonoma RCD	EQIP	\$221,795	\$44,299	\$74,685.00	\$99,702.00	45%

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Gold Ridge RCD	EQIP	\$112,000	\$22,400	\$24,737.50	\$38,912.00	35%
In-kind	EQIP	\$518,720	\$103,744	\$12,212.75	\$33,349.75	6%
In-kind	ALE	\$518,720	\$103,744	\$12,212.75	\$33,349.75	6%
<i>Subtotal</i>		<i>\$3,982,385</i>	<i>\$964,187</i>	<i>\$280,459.04</i>	<i>\$544,975.41</i>	<i>14%</i>
Total Match		\$12,774,555	\$2,324,095	\$6,852,144.19	\$7,341,869.77	57%

a. Match - Financial Assistance Contributed

The work of the District and the Sonoma and Gold Ridge RCDs resulted in \$6,571,685.15 of Financial Assistance (FA) contributed as matching funds. The District acquired a conservation easement over the 1,380-acre Howlett Forest, for which Sonoma Land Trust also brought grant funding. Both RCDs worked toward implementation of projects that included riparian enhancement, rainwater catchment, water quality and conservation BMPs, and streamflow enhancement. Specific activities toward implementation included permitting, contracting, and installation of irrigation upgrades and pump/pipe infrastructure.

Table 3 identifies the sources of funding for the various activities contributed as Financial Assistance match to the EQIP program.

Table 3. Financial Assistance Match

Partner	Program	Funding Source	Recipient	Action Taken	Amount
District	ACEP	Sales tax	Howlett Family Partnership, LP	Conservation easement acquisition	\$4,500,000
District	ACEP	State Habitat Conservation Fund	Howlett Family Partnership, LP	Conservation easement acquisition	\$300,000
				<i>Subtotal</i>	<i>\$4,800,000</i>
Sonoma Land Trust	ACEP	Gordon and Betty Moore Foundation	Howlett Family Partnership, LP	Conservation easement acquisition	\$1,280,000
Sonoma Land Trust	ACEP	San Francisco Foundation	Howlett Family Partnership, LP	Conservation easement acquisition	\$50,000
				<i>Subtotal</i>	<i>\$1,330,000</i>
Sonoma RCD	EQIP	CalTrans	Sonoma Land Trust Live Oaks Ranch	Riparian enhancement	\$25,262.63
Sonoma RCD	EQIP	California Coastal Conservancy	Jack London Vineyard	Water quality and water conservation BMPs	\$1,800.00
Sonoma RCD	EQIP	National Fish & Wildlife Foundation	Weed Farms	Water storage	\$17,983.35
Sonoma RCD	EQIP	California Coastal Conservancy	Indian Springs Vineyard	Water quality and water	\$548.91

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				conservation BMPs	
Sonoma RCD	EQIP	Wildlife Conservation Board	Gallo MacMurray Ranch	Streamflow enhancement	\$200,190.34
				<i>Subtotal</i>	<i>\$245,785.23</i>
Gold Ridge RCD	EQIP	North Coast Regional Water Quality Control Board (Salmon Creek SEP)	Fairy Nectar Farm	Rainwater catchment/ streamflow enhancement	\$110,207.43
Gold Ridge RCD	EQIP	North Coast Regional Water Quality Control Board (Salmon Creek SEP)	Browder Ranch	Water quality BMPs	\$9,372.97
Gold Ridge RCD	EQIP	North Coast Regional Water Quality Control Board (Grant Agr #12-401-251)	Dei Dairy	Water quality BMPs	\$71,814.52
Gold Ridge RCD	EQIP	Department of Water Resources (Grant Agr #4600009714)	Bodega Goat Farm	Rainwater catchment	\$4,505.00
				<i>Subtotal</i>	<i>\$195,899.92</i>
				Total FA Match	\$6,571,685.15

b. Match - Technical Assistance Contributed

The Budget Sheet in the Grant Agreement identifies four sources of Technical Assistance (TA) match: from the District; from Gold Ridge RCD; from Sonoma RCD; and In-kind. All of these types of TA are identified as EQIP or ACEP. This progress reports follows the same organization.

Table 4 provides a break-down by partner and program of all the Technical Assistance match, showing a total \$280,459.04 of TA match being provided. Description of the types of TA contributed follows.

Table 4. Technical Assistance Match

Partner	Program	Hours	Hourly Rate	Monetary Value of Hours	Grants and Contracts	Total
District	EQIP	69.5	\$31-\$90	\$4,981.54	\$34,047.75	\$39,152.76
District	ACEP	208.5	\$31-\$90	\$14,944.63	\$102,143.24	\$117,458.28
					<i>subtotal</i>	<i>\$156,611.04</i>
Sonoma RCD	EQIP	768.5	\$81-\$114	\$74,685.00	-	\$74,685.00
					<i>subtotal</i>	<i>\$74,685.00</i>

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Gold Ridge RCD	EQIP	251.75	\$70-\$106	\$24,737.50	-	\$24,737.50
					<i>subtotal</i>	<i>\$24,737.50</i>
In-kind*	EQIP		\$70-114	\$12,212.75	-	\$12,212.75
In-kind*	ACEP		\$70-114	\$12,212.75	-	\$12,212.75
					<i>subtotal</i>	<i>\$24,425.50</i>
					Total TA Match	\$280,459.04

* All partners except District

- i. District Technical Assistance. This section includes both traditional Technical Assistance as well as technical assistance that could be classified as In-kind Technical Assistance, such as data development for use in RCPP ranking and Conservation Plans. It is all reported here because there is no line in the budget to report on the District’s In-kind match.
 - District sales tax funds to Tukman Geospatial to map groundwater, riparian and agricultural areas: \$103,008.15
 - District sales tax funds to O’Connor Environmental for groundwater mapping and analysis: \$13,850.00
 - District sales tax funds to the Regents of the University of California for riparian analysis: \$16,326.58
 - District sales tax funds to GreenInfo Network for data collection and mapping for RCPP and the Vital Lands Initiative, which will mirror some of the RCPP criteria: \$3,006.25
 - Staff time related to the RCPP grant as well as these technical assistance projects.

- ii. RCD Technical Assistance. As TA match, Sonoma RCD and Gold Ridge RCD provided technical assistance to landowners to address a variety of concerns, including the following activities:
 - Conducted site visits for landowners with a variety of natural resource issues.
 - Provided mapping assistance for regulatory compliance.
 - Assisted landowners with groundwater monitoring.
 - Provided carbon farm planning assistance

- iii. In-kind Technical Assistance. As In-kind match, the RCPP partners, including the RCDs, convened the partnership to evaluate and integrate data into a shared vision, discuss priorities and criteria, collect data, and provide outreach to landowners.

Table 5 documents the In-kind match by partner. Approximately half of the time is associated with EQIP and half with ACEP. Specific activities include:

- Steering Committee meetings. The Steering Committee met ten times to collaborate on the RCPP grant priorities, criteria, and project management efforts.

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- Technical Advisory Committee (TAC). A TAC meeting was held on July 13 in which 7 partners, in addition to the eight Steering Committee member organizations, attended for 1.5 hours each.
- Sonoma RCD hosted two workshops in Coastal Sonoma County in order to outreach to potential participants for this project.
- Gold Ridge RCD tabled at the Sonoma County Sustainable Winegrowing Field Day.
- Gold Ridge RCD contributed potential project descriptions to the Russian River Storm Water Resources Plan.
- Gold Ridge RCD facilitated a neighborhood meeting in upper Green Valley Creek.
- Gold Ridge RCD attended a Salmon Creek Watershed Council presentation.
- Gold Ridge RCD participated in the Russian River Confluence Core Members Coordinating Group.

Table 5. In-kind Match

Partner	Hours	Hourly Rate	Monetary Value of Hours
Sonoma RCD*	90.75	\$94-\$114	\$9,385.00
Gold Ridge RCD*	72.50	\$70-\$106	\$7,348.00
Steering Committee members**	18.5 hrs. each	\$85 average	\$6,290.00
11 Partners at TAC meeting	1.5 hrs. each	\$85 average	\$1,402.50
Total			\$24,425.50

* includes attendance at Steering Committee and Technical Advisory Committee meetings

** does not include RCDs or District

C. Efforts to monitor and evaluate implementation of conservation activities (Section 6 of SOW)

Since this Progress Report covers the second half of the first year of the grant, we have not yet begun to monitor or evaluate implementation of the conservation activities. This will be reported on in future progress reports.

D. Number of NRCS program participates assisted and/or cooperating in the project effort (Section 6.b of SOW)

In addition to the 135 landowners listed in Table 6, the District engaged 170 participants in its Vital Lands Initiative planning process, which will inform activities associated with the RCPP grant.

Table 6. NRCS Landowners

Partner	Grant Funds	Match	Total
Sonoma RCD	52	56	108
Gold Ridge RCD	6	21	27
Total	58	77	135

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E. Acres of project area addressed in NRCS program contracts and/or extents of conservation activities implemented in the project area (Section 6.c of SOW)

In addition to the 20,323 acres listed in Table 7, the District is developing a planning framework focused on priority resource concerns that covers approximately 700,000 acres. This planning framework will inform activities associated with the RCPP grant.

Table 7. NRCS Acres

Partner	Grant Funds	Match	Total
Sonoma RCD	9,889	4,256	14,145
Gold Ridge RCD	2,302	3,876	6,178
Total	12,191	8,132	20,323

F. Contributions from other agencies or organizations which help implement provisions of the agreement and further project objectives (Section 6.d of SOW)

As listed in Section B.2.a (Match - Financial Assistance Contributed), the following agencies and organizations have helped further project objectives by contributing to riparian enhancement, streamflow enhancement, rainwater catchment, water quality BMPs, water conservation BMPs, and water storage:

- CalTrans
- California Coastal Conservancy
- National Fish & Wildlife Foundation
- Wildlife Conservation Board
- North Coast Regional Water Quality Control Board
- Department of Water Resources

G. Assistance provided to program participants to help meet local, State and/or Federal regulatory requirements (Section 6.e of SOW)

- The District has engaged with several agricultural organizations – including the RCDs, Farm Bureau, Farmer’s Guild, Winegrape Commission and SAVE – to develop a riparian corridor conservation strategy that will simultaneously achieve biodiversity goals while also supporting regulatory relief for participants through a voluntary incentive-based program of conservation easements. These strategies will build on the scientific data collected as part of the District’s riparian mapping and analysis program, and will offer participants opportunities to protect riparian corridors on agricultural lands.
- Through match funds, both RCDs are assisting dairy producers to develop maps and in implementing water quality improvements that will assist in fulfilling recently-updated water quality permits issued by the San Francisco Bay Regional Water Quality Control Board.
- The LandSmart Plans Sonoma RCD is developing on vineyards are currently focused in the Sonoma Creek watershed, where the plans will play a key role in assisting growers to comply with Waste Discharge Requirements scheduled for adoption in July by the San Francisco Bay Regional Water Quality Control Board.
- One LandSmart Plan Gold Ridge RCD is developing is on a goat dairy, which will soon be subject to Waste Discharge Requirements by the North Coast Regional Water Quality Control Board.

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H. Information related to efforts to address water quality, water conservation, and other natural resource-related concerns (Section 6.f of SOW)

- The District (staff and consultants) continued to gather and analyze high-resolution spatial data for the county, and continued to analyze information derived from the Sonoma County LiDAR data and fine scale vegetation and habitat map. The District performed modeling and analysis to determine areas of high value for groundwater recharge, riparian function, biological diversity and agricultural crops. The District performed literature reviews to support conservation prioritization, and performed outreach to the community, stakeholders and technical advisors to refine the conservation prioritization framework. This work supports the development of conservation plans that will be conducted by Gold Ridge and Sonoma RCDs, and supports the District in prioritizing land for acquisition in areas related to the priority resource concerns.
- All LandSmart Plans take into account a holistic set of resource concerns, including water quantity, water quality, soil quality and habitat quality. Though these Plans, they identify current practices that are working well, and opportunities to implement new or modified management practices in order to provide multiple natural resource benefits.
- The Financial Assistance projects underway through match funds are designed to directly benefit these resource concerns.

I. Efforts to provide innovation in applying conservation methods and delivery of NRCS programs, including new outcome-based performance measures and methods (Section 6.g of SOW)

- The District's fine scale vegetation map and LiDAR data are being used and refined to support cutting edge riparian modeling, hydrologic modeling, carbon stock documentation and the development of indices of biological diversity. These datasets support conservation planning and prioritization, as well as allowing the District and its partners to track outcomes and performance related to the priority resource concerns. The District has mapped all high-quality wetlands, riparian areas and native habitats in the county and will use this information to inform performance measures and track progress.
- Carbon Farming through LandSmart Carbon Farm Plans and On-the-Ground projects applies an innovative lens to traditional on-farm management practices.
- Through match funds, a Sonoma RCD Financial Assistance project focuses on streamflow enhancement through flow releases from an on-farm pond, to be measured and managed through an innovative approach that will inform other local streamflow enhancement efforts.
- Through match funds, several vineyard properties are planning to participate in a CDFA-funded Vineyard Soil Health program, serving as test sites for innovative practices designed to reduce GHGs and sequester soil carbon.

J. Efforts related to renewable energy production, energy conservation, mitigation effects of climate change, adaptation, or fostering carbon sequestration (Section 6.h of SOW)

- District staff and consultants have developed and analyzed data related to carbon stocks in Sonoma County and have identified those areas of highest carbon sequestration value in need of conservation. The District has also utilized information about sea level rise and modeled data related to future climate projections to develop strategies for

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protection and enhancement of land that supports climate resiliency (e.g., wildlife corridor protection, riparian corridor conservation, and planned retreat in coastal areas affected by sea level rise).

- Financial Assistance projects related to water supply, streamflow enhancement, and water conservation are all integral to climate adaption for both agricultural lands and stream ecosystems. LandSmart Plans developed through this project will identify further opportunities to provide climate adaptation/resilience related to water quantity.
- Several Plans include compost application, riparian/hedgerow plantings and wetland enhancement, all to enhance soil carbon sequestration. LandSmart Carbon Farm Plans developed through this project will identify additional carbon sequestration projects.
- A Financial Assistance project focused on riparian enhancement will sequester approximately 9 metric tons of carbon per year.

K. Efforts for outreach to, and participation of, beginning farmers or ranchers, socially-disadvantaged farmers or ranchers, limited-resource farmers or ranchers, Indian Tribes, and veteran farmer and ranchers (Section 6.i of SOW)

- The District’s General Manager presented to the Tribal Council of the Kashia Band of Pomo Indians of Graton Rancheria about the Vital Lands Initiative, which informs the RCCP grant. In addition, a handful of farmers participated in the Agriculture Thematic Workshop as part of the Vital Lands Initiative.
- The owner of Fairy Nectar Farm is a beginning farmer.
- Sonoma RCD has conducted outreach in a variety of venues that have given the opportunity for all to participate.
 - Sonoma RCD co-hosted two workshops in coastal areas of the county, with publicity by mail, on local radio, and through flyers at various community gathering places.
 - Sonoma RCD participated in a forum on carbon farming hosted by Community Alliance with Family Farmers that was promoted very broadly.
 - Sonoma RCD spoke about this grant and related work at a North Coast Resource Partnership meeting that included participants from disadvantaged communities and Native American tribes.

L. Assessment of Projects Effects (Section 7 of SOW)

Table 8 summarizes the number of landowners and acres that have been reached through the work conducted with grant funds as well as that being reported as match. There are 17 LandSmart Plans, 4 Carbon Farm Plans and 11 financial assistance projects underway. The effects of these projects are yet to be seen and will be reported on in future progress reports and at the conclusion of the project.

Table 8. Total Landowners and Acres Reached

Partner	Landowners			Acres		
	Grant Funds	Match	Total	Grant Funds	Match	Total
District	-	170	170	-	700,000	700,000
Sonoma RCD	52	56	108	9,889	4,259	14,148
Gold Ridge RCD	6	21	27	2,302	3,876	6,178
Total	58	247	305	12,191	708,134	720,326

Natural Resources Conservation Service

Application Ranking Summary

Sonoma County Venture Conservation

Program:	Ranking Date:	Application Number:
Ranking Tool: Sonoma County Venture Conservation		Applicant:
Final Ranking Score:		Address:
Planner:	Telephone:	
Farm Location:		

National Priorities Addressed

Issue Questions	Responses
If the application is for development of a Conservation Activity Plan (CAP), the agency will assign significant ranking priority and conservation benefit by answering “Yes” to the following question. Answering “Yes” to question 1a will result in the application being awarded the maximum amount of points that can be earned for the national priority category.	
1. a. Is the program application to support the development of a Conservation Activity Plan (CAP)? If answer is “Yes”, do not answer any other national level questions. If answer is “No”, proceed with evaluation to address the remaining questions in this section.	Yes <input type="radio"/> or No <input type="radio"/>
Water Quality Degradation – Will the proposed project improve water quality by: (select all that apply)	
2. a. Implementing the practices in a Comprehensive Nutrient Management Plan (CNMP)?	Yes <input type="radio"/> or No <input type="radio"/>
2. b. Implementing the practices in a Nutrient Management Plan (NMP)?	Yes <input type="radio"/> or No <input type="radio"/>
2. c. Reducing impacts from sediment, nutrients, salinity, or pesticides on land adjoining a designated “impaired water body” (TMDL, 303d listed waterbody, or other State designation)?	Yes <input type="radio"/> or No <input type="radio"/>
2. d. Reducing the impacts from sediment, nutrients, salinity, or pesticides in a “non-impaired water body”?	Yes <input type="radio"/> or No <input type="radio"/>
2. e. Implementing practices that improve water quality through animal mortality and carcass management?	Yes <input type="radio"/> or No <input type="radio"/>
Water Conservation – Will the proposed project conserve water by: (select all that apply)	
3. a. Implementing irrigation practices that reduce aquifer overdraft.	Yes <input type="radio"/> or No <input type="radio"/>
3. b. Implementing irrigation practices that reduce on-farm water use?	Yes <input type="radio"/> or No <input type="radio"/>
3. c. Implementing practices in an area where the applicant participates in a geographically established or watershed-wide project?	Yes <input type="radio"/> or No <input type="radio"/>
3. d. Implementing practices that reduce on-farm water use as a result of changing to crops with lower water consumptive use, the rotation of crops, or the modification of cultural operations?	Yes <input type="radio"/> or No <input type="radio"/>
Air Quality - Will the proposed project improve air quality by: (select all that apply)	
4. a. Meeting on-farm regulatory requirements relating to air quality or proactively avoid the need for regulatory measures?	Yes <input type="radio"/> or No <input type="radio"/>
4. b. Implementing practices that reduce on-farm emissions of particulate matter (PM2.5, PM10)?	Yes <input type="radio"/> or No <input type="radio"/>
4. c. Implementing practices that reduce on-farm generated greenhouse gases such as carbon dioxide (CO2), methane (CH4), and nitrous oxide (N2O)?	Yes <input type="radio"/> or No <input type="radio"/>
4. d. Implementing practices that increase on-farm carbon sequestration?	Yes <input type="radio"/> or No <input type="radio"/>
Soil Health:– Will the proposed project improve soil health by: (select all that apply)	
5. a. Reduce erosion to tolerable limits (Soil “T”)?	Yes <input type="radio"/> or No <input type="radio"/>
5. b. Increasing organic matter and carbon content, and improving soil tilth and structure?	Yes <input type="radio"/> or No <input type="radio"/>
Wildlife Habitat – Will the proposed project improve wildlife habitat by: (select all that apply)	
6. a. Implementing practices benefitting threatened and endangered, at-risk, candidate, or species of concern.	Yes <input type="radio"/> or No <input type="radio"/>
6. b. Implementing practices that retain wildlife and plant habitat on land exiting the Conservation	Yes <input type="radio"/> or No <input type="radio"/>

Reserve Program (CRP) or other set-aside program?	
6. c. Implementing practices benefitting honey bee populations or other pollinators?	Yes <input type="radio"/> or No <input type="radio"/>
6. d. Implementing land-based practices that improve habitat for aquatic wildlife?	Yes <input type="radio"/> or No <input type="radio"/>
Plant and Animal Communities: Will the proposed project improve plant and animal communities by: (select all that apply)	
7. a. Implementing practices that result in the management control of noxious or invasive plant species on non-cropland?	Yes <input type="radio"/> or No <input type="radio"/>
7. b. Implementing practice in an Integrated Pest Management Plan (IPM)?	Yes <input type="radio"/> or No <input type="radio"/>
Energy Conservation– Will the proposed project reduce energy use by: (select all that apply)	
8. a. Reducing on-farm energy consumption?	Yes <input type="radio"/> or No <input type="radio"/>
8. b. Implementing practice(s) identified in an approved AgEMP or energy audit, which meet ASABE S612 criteria?	Yes <input type="radio"/> or No <input type="radio"/>
Business Lines – Will the practices to be scheduled in the “EQIP Plan of Operations” result in:	
9. a. Enhancement of existing conservation practice(s) or conservation systems already in place at the time the application is received?	Yes <input type="radio"/> or No <input type="radio"/>

State Issues Addressed

Issue Questions	Responses
State Ranking Criteria One - Soil Quality Degradation (Select "Yes" to All Applicable Answers)	
1. a. (Soil Quality Degradation - Subsidence) The EQIP schedule of operations will address loss of volume and depth of organic soils due to oxidation caused by above normal microbial activity resulting from excessive water drainage, soil disturbance, or extended drought.	Yes <input type="radio"/> or No <input type="radio"/>
1. b. (Soil Quality Degradation - Compaction) The EQIP schedule of operations will address management induced soil compaction resulting in decreased rooting depth that reduces plant growth, animal habitat and soil biological activity.	Yes <input type="radio"/> or No <input type="radio"/>
1. c. (Soil Quality Degradation - Organic Matter Depletion) The EQIP schedule of operations will improve soil organic matter and provide a suitable medium for plant growth, animal habitat, and soil biological activity.	Yes <input type="radio"/> or No <input type="radio"/>
1. d. (Soil Quality Degradation - Concentration of Salts or Other Chemicals) The EQIP schedule of operations will address concentration of salts leading to salinity and/or sodicity reducing productivity; and/or, will address concentrations of other chemicals impacting productivity.	Yes <input type="radio"/> or No <input type="radio"/>
State Ranking Criteria Two - Insufficient Water (Select "Yes" to All Applicable Answers)	
2. a. (Inefficient Moisture Management) The EQIP schedule of operations will address natural precipitation that is not optimally managed to support desired land use goals or ecological processes.	Yes <input type="radio"/> or No <input type="radio"/>
2. b. (Inefficient Use of Irrigation Water) The EQIP schedule of operations will address irrigation water that is not stored, delivered, scheduled and/or applied efficiently.	Yes <input type="radio"/> or No <input type="radio"/>
State Ranking Criteria Three - Water Quality Degradation (Select "Yes" to All Applicable Answers)	
3. a. (Water Quality Degradation - Excess Nutrients in Surface Water) The EQIP schedule of operations will address, nutrients, organic and inorganic, that are transported to receiving surface waters through surface runoff that degrade water quality.	Yes <input type="radio"/> or No <input type="radio"/>
3. b. (Water Quality Degradation - Excess Nutrients in Groundwater) The EQIP schedule of operations will address nutrients, organic or inorganic, leaching into shallow groundwater in quantities that degrade water quality.	Yes <input type="radio"/> or No <input type="radio"/>
3. c. (Water Quality Degradation - Pesticides Transported to Surface Water) The EQIP schedule of operations will address pest control chemicals that are transported to receiving surface waters in quantities that degrade water quality.	Yes <input type="radio"/> or No <input type="radio"/>
3. d. (Water Quality Degradation - Pesticides Transported to Groundwater) The EQIP schedule of operations will address pest control chemicals that are transported to shallow groundwater in quantities that degrade water quality.	Yes <input type="radio"/> or No <input type="radio"/>
3. e. (Water Quality Degradation - Pathogens and Chemicals from Manure, Bio-solids, or Compost Applications Transported to Surface Water) The EQIP schedule of operations will address pathogens and other chemicals carried by land applied soil amendments are transported to receiving surface waters in	Yes <input type="radio"/> or No <input type="radio"/>

quantities that degrade water quality, including the off-site transport of leachate and runoff from compost or other organic materials of animal origin.	
3. f. (Water Quality Degradation - Pathogens and Chemicals from Manure, Bio-solids, or Compost Applications Transported to Groundwater) The EQIP schedule of operations will address pathogens and other chemicals carried by land applied soil amendments are transported to shallow groundwater in quantities that degrade water quality.	Yes <input type="radio"/> or No <input type="radio"/>
3. g. (Water Quality Degradation - Excessive Salts in Surface Water) The EQIP schedule of operations will address irrigation or rainfall runoff transported salts to receiving surface waters that degrade water quality.	Yes <input type="radio"/> or No <input type="radio"/>
3. h. (Water Quality Degradation - Excessive Salts in Groundwater) The EQIP schedule of operations will address irrigation or rainfall runoff transported salts to shallow surface groundwater that degrade water quality.	Yes <input type="radio"/> or No <input type="radio"/>
3. i. (Water Quality Degradation - Petroleum, Heavy Metals, and Other Pollutants Transported to Surface Water) The EQIP schedule of operations will address heavy metals, petroleum and other pollutants are transported to receiving surface waters in quantities that degrade water quality.	Yes <input type="radio"/> or No <input type="radio"/>
3. j. (Water Quality Degradation - Petroleum, Heavy Metals, and Other Pollutants Transported to Groundwater) The EQIP schedule of operations will address heavy metals, petroleum and other pollutants are transported to shallow groundwater in quantities that degrade water quality.	Yes <input type="radio"/> or No <input type="radio"/>
3. k. (Water Quality Degradation - Excessive Sediment in Surface Water) The EQIP schedule of operations will address off-site transport of sediment from sheet, rill, gully, and/or wind erosion into surface water that degrades water quality.	Yes <input type="radio"/> or No <input type="radio"/>
3. l. (Water Quality Degradation - Elevated Water Temperature) The EQIP schedule of operations will address surface water temperatures that exceed state and/or federal standards.	Yes <input type="radio"/> or No <input type="radio"/>
State Ranking Criteria Four - Inadequate Habitat for Fish and Wildlife (Select "Yes" to All Applicable Answers)	
4. a. (Inadequate Habitat for Fish and Wildlife - Quantity, quality of food is inadequate to meet requirements of identified fish, wildlife or invertebrate species) The EQIP schedule of operations will improve and/or enhance the quantity, quality or connectivity of food is to meet requirements of identified fish, wildlife or invertebrate species.	Yes <input type="radio"/> or No <input type="radio"/>
4. b. (Inadequate Habitat for Fish and Wildlife - Quantity, quality of water is inadequate to meet requirements of identified fish, wildlife or invertebrate species) The EQIP schedule of operations will improve and/or enhance the quantity, quality or connectivity of cover is to meet requirements of identified fish, wildlife or invertebrate species.	Yes <input type="radio"/> or No <input type="radio"/>
4. c. (Inadequate Habitat for Fish and Wildlife - Quantity, quality of cover/shelter is inadequate to meet requirements of identified fish, wildlife or invertebrate species) The EQIP schedule of operations will improve and/or enhance the quantity, quality or connectivity of space and/or shelter is to meet requirements of identified fish, wildlife or invertebrate species.	Yes <input type="radio"/> or No <input type="radio"/>
4. d. (Inadequate Habitat for Fish and Wildlife - Habitat continuity and/or space is inadequate to meet requirements of identified fish, wildlife or invertebrate species) The EQIP schedule of operations will improve and/or enhance the quantity, quality or connectivity of water is to meet requirements of identified fish, wildlife or invertebrate species.	Yes <input type="radio"/> or No <input type="radio"/>

Local Issues Addressed

Issue Questions	Responses
Local Ranking Criteria One - Groundwater Conservation Will the EQIP schedule operations conserve and/or recharge groundwater by: (Select "Yes" to All Applicable Answers)	
1. a. Implementing practices that reduce groundwater pumping for on-farm water use?	Yes <input type="radio"/> or No <input type="radio"/>
1. b. Implementing practices that conserve or recharge groundwater in an area where groundwater is known to be connected with a salmonid-bearing stream?	Yes <input type="radio"/> or No <input type="radio"/>
1. c. Implementing practices that improve groundwater recharge?	Yes <input type="radio"/> or No <input type="radio"/>
1. d. 1.a., 1.b., and/or 1.c. are 'Yes' and the land is located in a Sustainable Groundwater Management Act medium or higher priority CA Department of Water Resources groundwater basin or a recharge area that has over the county median for recharge as identified by the Basin Characterization Model, or within a Sonoma County General Plan recharge area?	Yes <input type="radio"/> or No <input type="radio"/>
Local Ranking Criteria Two - Water Conservation Will the EQIP schedule of operations conserve water by: (Select "Yes" to All Applicable Answers)	

2. a. Implementing practices that reduce surface water pumping for on-farm water use?	Yes <input type="radio"/> or No <input type="radio"/>
2. b. Implementing practices that result in 30 percent or greater annual water savings?	Yes <input type="radio"/> or No <input type="radio"/>
2. c. Implementing practices that result in 15-29 percent annual water savings?	Yes <input type="radio"/> or No <input type="radio"/>
2. d. Implementing practices that result in 10-13 percent annual water savings?	Yes <input type="radio"/> or No <input type="radio"/>
2. e. 2.a., 2.b., 2.c., and/or 2.d. are "Yes" and practices benefit a salmonid-bearing stream?	Yes <input type="radio"/> or No <input type="radio"/>
Local Ranking Criteria Three - Wildlife Habitat Will the EQIP schedule of operations improve wildlife habitat by: (Select "Yes" to All Applicable Answers)	
3. a. Increasing potential for long-term sources of large woody debris for in-stream structure, habitat and geomorphic diversity?	Yes <input type="radio"/> or No <input type="radio"/>
3. b. Implementing practices that includes a beneficial structural and/or management practice within the riparian zone?	Yes <input type="radio"/> or No <input type="radio"/>
3. c. Implementing practices benefitting threatened and endangered, at-risk, candidate, or species of concern?	Yes <input type="radio"/> or No <input type="radio"/>
3. d. Implementing land-based practices that improve habitat for aquatic wildlife?	Yes <input type="radio"/> or No <input type="radio"/>
3. e. Implementing practices benefitting honey bee populations or other pollinators?	Yes <input type="radio"/> or No <input type="radio"/>
3. f. Implementing practices that improve wildlife movement, for example, improving fencing for wildlife movement or removing fish barriers?	Yes <input type="radio"/> or No <input type="radio"/>
3. g. Implementing a conservation treatment that addresses species needs identified in two or more landscape-level plans?	Yes <input type="radio"/> or No <input type="radio"/>
3. h. 3.a., 3.b., 3.c., 3.d., 3.e., 3.f., and/or 3.g. are 'Yes' and located on land within a terrestrial wildlife corridor identified by the Bay Area Open Space Council's Critical Linkages or CDFW's Essential Linkages?	Yes <input type="radio"/> or No <input type="radio"/>
Local Ranking Criteria Four - Water Quality Will the EQIP schedule of operations improve water quality by: (Select "Yes" to All Applicable Answers)	
4. a. Reducing pollutant-loading (sediment, nutrients, pathogens, temperature, etc.) to stream ecosystems?	Yes <input type="radio"/> or No <input type="radio"/>
4. b. Improving stream and/or riparian function in ways that benefit water quality?	Yes <input type="radio"/> or No <input type="radio"/>
4. c. Reducing impacts from pollutants in waterbodies that are 303(d) listed as impaired for those pollutants?	Yes <input type="radio"/> or No <input type="radio"/>
Local Ranking Criteria Five - Soil Health, Carbon Sequestration, GHG Reduction Will the EQIP schedule of operations increase soil health and/or carbon sequestration by: (Select "Yes" to All Applicable Answers)	
5. a. Implementing practices that reduce soil compaction, nutrient cycling, and/or improve water-holding capacity?	Yes <input type="radio"/> or No <input type="radio"/>
5. b. Reducing or avoiding GHG emissions, such as carbon dioxide (CO ₂), methane (CH ₄), and nitrous oxide (N ₂ O)?	Yes <input type="radio"/> or No <input type="radio"/>
5. c. Implementing practices that reduce on-farm energy consumption, for example, pumping plant, lighting improvements, solar, tillage changes for reduced equipment passages?	Yes <input type="radio"/> or No <input type="radio"/>
5. d. Implementing practices that increase on-farm carbon sequestration?	Yes <input type="radio"/> or No <input type="radio"/>
Local Ranking Criteria Six - Partnership and Community Are practices EQIP schedule of operations and/or the applicant: (Select "Yes" to All Applicable Answers)	
6. a. Located in an area of the Russian River Coho Partnership or other watershed plan. (Watersheds within Russian River Coho Partnership area are Dutch Bill, Grape, Green Valley, Mark West, and Mill creeks.)	Yes <input type="radio"/> or No <input type="radio"/>
6. b. Willing to work with RCD on a LandSmart Plan (specifically) for the land, or be located on a land that already has a LandSmart Plan?	Yes <input type="radio"/> or No <input type="radio"/>
6. c. Located on land where there is an existing conservation easement, where a conservation easement is currently being developed, or is willing to protect the land with a conservation easement?	Yes <input type="radio"/> or No <input type="radio"/>
6. d. Evidence of collaboration with landowner groups, RCDs, agencies, community members?	Yes <input type="radio"/> or No <input type="radio"/>

**ACEP-ALE Ranking Criteria for NRCS California - RCPP
Sonoma County Venture Conservation**

Fiscal Year: _____
 Cooperating Entity: _____
 Landowner Name: _____
 County: Sonoma
 Evaluator Name: _____
 Evaluation Date: _____
 Parcel Acres: _____

National Ranking Criteria:

AGRICULTURE

1. Percentage of prime, unique, and statewide/locally important soil or rangeland that would be protected on the parcel.

Total Parcel acres:

(only count acres once)

	Acres	%		Points	Score
Prime Soils	0	0	>90-100%	30	
Unique Soils	0	0	>80-90%	25	
Statewide Important Soils	0	0	>70-80%	15	
Locally Important Soils ¹	0	0	>60-70%	10	
Rangeland/Grassland	0	0	>50-60%	5	
TOTAL	0	0%	0-50%	0	

¹ Locally important soils must be supported by County Board of Supervisors resolution as identified by the CA Dept. of Conservation's Farmland of Local Importance definition.

2. Percentage of cropland, pastureland, rangeland or grassland on the parcel. (Ag land only, do not include homestead, building envelopes, developed areas, etc.)

Total Parcel acres:

	Acres	%		Points	Score
Cropland	0	0	91-100%	30	
Pastureland	0	0	81-90%	25	
Rangeland/Grassland	0	0	66-80%	15	
TOTAL	0	0%	51-65%	10	
			34-50%	5	
			0-33%	0	

3. Ratio of the total parcel size to be protected versus the average farm size in the county.

Source: www.agcensus.usda.gov

Ratio	Points	Score
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Parcel Size ac.
 Average Farm Size for County ac.
 Ratio

> 3	15	
2 - 3	10	
1 - 1.9	5	
< 1	0	

4. Decrease of farm and ranch land in the county between the last two USDA Censuses of Agriculture.

Source: www.agcensus.usda.gov

Current Census (2012) ac.
 Previous Census (2007) ac.
 Percent Change
(only provide points for a negative value)

Decrease	Points	Score
> 15%	15	
11-15%	12	
6-10%	8	
1-5%	4	
0% or Increase	0	

5. Decrease in the percentage of acreage of permanent grassland, pasture, and rangeland, other than cropland and woodland pasture, in the county between last two USDA censuses of Agriculture.

Source: www.agcensus.usda.gov

Current Census (2012) ac.
 Previous Census (2007) ac.
 Percent Change
(only provide points for a negative value)

Decrease	Points	Score
> 15%	15	
11-15%	12	
6-10%	8	
1-5%	4	
0% or Increase	0	

THREAT

6. Ratio of population growth in the county versus the statewide growth rate as documented by the most recent U.S. census.

Source: www.agcensus.usda.gov

County Growth Rate
 State Growth Rate
 Ratio

Ratio	Points	Score
> 3	15	
2 - 3	10	
1 - 1.9	5	
< 1	0	

7. Ratio of county population density versus statewide population density based on the most recent U.S. census.

County Population Density
 State Population Density
 Ratio

Ratio	Points	Score
> 3	15	
2 - 3	10	
1 - 1.9	5	
< 1	0	

PROXIMITY/ADJACENCY TO PROTECTED AND AGRICULTURAL LAND

8. Proximity of the parcel to other protected land within one (1) mile radius.

	Points	Score
> 500 acres within 1 mile	20	
251 - 500 acres within 1 mile	15	
100 - 250 acres within 1 mile	10	
< 100 acres within 1 mile	5	
No protected land within 1 mile	0	

9. Proximity of the parcel to other agriculture operations & infrastructure within one (1) mile radius.

	Points	Score
> 500 acres within 1 mile	20	
251 - 500 acres within 1 mile	10	
100 - 250 acres within 1 mile	5	
< 100 acres within 1 mile	0	

10. Parcel ability to maximize the protection of contiguous or adjacent agricultural easements.

	Points	Score
Parcel links two agricultural easements	10	
Parcel is adjacent to an agricultural easement	7.5	
Parcel is non-contiguous to an agricultural easement	0	

STEWARDSHIP

11. Evidence of farm or ranch succession plan for the landowner established to address farm viability for future generations.

	Points	Score
Written Plan by industry professional	5	
Written Plan	3	
No plan	0	

12. Parcel is currently enrolled in a CRP contract that is set to expire within a year and is a grassland that would be protected by the easement.

	Points	Score
yes	5	
no	0	

TERRESTRIAL HABITAT

13. Parcel is is a grassland of special environmental significance that will benefit from the protection under the long-term easement.

	Points	Score
yes	5	
no	0	

Total Points for National Ranking Criteria Max. points Property score
200 **0**

State/Local Ranking Criteria:

AGRICULTURE

1. The majority of the parcel has agricultural-specific zoning designation of LIA (Land Intensive Agriculture), LEA (Land Extensive Agriculture) or DA (Diverse Agriculture).

Source: County zoning (<http://sonomacounty.ca.gov/PRMD/Services/Parcel-Report/>)

	Points	Score
yes	5	
no	0	

2. There is access to agricultural markets within Sonoma County for sale of products produced on the property.

Source: Landowner description

	Points	Score
yes	5	
no	0	

3. Property has on-site processing facilities for agricultural products produced on the property.

Source: Landowner description

	Points	Score
yes	5	
no	0	

4. Property provides critical agricultural services for other agricultural producers, such as silage or other feed, heifer replacement, cold storage, compost, manure, dairy production of off-site milk

Source: Landowner description

	Points	Score
yes	5	
no	0	

5. Landowner is willing to enter into an affirmative agricultural covenant, requiring on-going agricultural use of the property.

Source: Landowner commitment in willing owner letter

	Points	Score
yes	5	
no	0	

WATER, GROUNDWATER & AQUATIC RESOURCES AND HABITAT

6. Has water supply from more than one source, such as riparian, surface, groundwater, water district.

Source: Landowner description

Water sources:

	Points	Score
yes	5	
no	0	

7. Located within a groundwater recharge area that has over the county median for recharge as identified in the Basin Characterization Model or is within a Sonoma County General Plan-identified Class 2 recharge area.

Source:

<https://www.arcgis.com/home/webmap/viewer.html?useExisting=1&layers=fbd11e80995a4c4da39becd16ce58947> or submit to Ag + Open Space for evaluation

	Points	Score
yes	10	
no	0	

8. Located within a Sustainable Groundwater Management Act, CA Department of Water Resources or Sonoma County General Plan-identified Class 1 groundwater basin.

Source: SGMA

(<http://www.arcgis.com/home/item.html?id=30748a1423cf4120b43043ecec0ecde4>),
DWR

(<http://www.arcgis.com/home/item.html?id=bae045b254ff4d75acee110d0be72476>)

and Sonoma County

(<https://www.arcgis.com/home/webmap/viewer.html?useExisting=1&layers=fbd11e80995a4c4da39becd16ce58947>) or submit to Ag + Open Space for evaluation

	Points	Score
yes	10	
no	0	

9. Has any amount of undeveloped (no impervious surface) floodplain on the property within the 100- or 500-year FEMA floodplain hazard area.

Source: FEMA USA Flood Risk Map

(<http://sonomaopenspace.maps.arcgis.com/home/item.html?id=6b09b1c163c740559dc31cce9144222e>) or submit to Ag + Open Space for evaluation

	Points	Score
yes	10	
no	0	

10. Has at least a 1/4 acre of riparian vegetation (Southwestern North American Riparian Evergreen and Deciduous or Southwestern North American Riparian/Wash Scrub Group or Vancouverian Coastal Riparian Scrub Group or Vancouverian Riparian Deciduous Forest Group) on the property.

Source: Sonoma Veg Map, best available through City of Santa Rosa Public GIS Viewer (<https://maps.srcity.org/Html5Viewer/Index.html?viewer=publiccity>). Need to select "Environmental" from drop-down list in order to access Sonoma Veg Map layer

	Points	Score
yes	10	
no	0	

11. Has at least a 1/4 acre of wetland (freshwater herbaceous wetland or tidal salt marsh) on the property

Source: Sonoma Veg Map, best available through City of Santa Rosa Public GIS Viewer (<https://maps.srcity.org/Html5Viewer/Index.html?viewer=publiccity>). Need to select "Environmental" from drop-down list in order to access Sonoma Veg Map layer

	Points	Score
yes	5	

no

0	
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12. Has a stream that supports coho, chinook, or steelhead currently and/or is identified in a recovery plan (draft plans ok).

Source: Within Dutch Bill, Grape, Green Valley, Mark West or Mill creek watershed or submit to Ag + Open Space for evaluation re: Salmonid distribution dataset

	Points	Score
yes	10	
no	0	

13. Encompasses both sides of a stream that has a catchment area of over 300 acres.

Source: Project map, submit to Ag + Open Space for evaluation

	Points	Score
yes	5	
no	0	

THREAT

14. Located within two (2) miles of a Sphere of Influence

Source: Project map, SOI best available at City of Santa Rosa Public GIS Viewer (<https://maps.srcity.org/Html5Viewer/Index.html?viewer=publiccity>)

	Points	Score
yes	10	
no	0	

15. Number of potential legal parcels under current zoning.

Source: County zoning (<http://sonomacounty.ca.gov/PRMD/Planning/Project-Review/Services/Zoning/Zoning-Code-Regulations/>)

# Parcels	Points	Score
> 5	10	
1 - 5	5	
0	0	

16. More than one legal parcel or approved Certificate of Compliance

Source: Preliminary title report or deeds

	Points	Score
yes	5	
no	0	

17. At high risk of immediate threat of development or land use conversion. For example, the property is on the market for non-agricultural use, or there is an option agreement for sale for non-agricultural use, or there is a tentative or approved subdivision application.

Source: Market listing, executed option agreement, or tentative or final subdivision map

	Points	Score
yes	5	
no	0	

STEWARDSHIP

18. Has a Conservation Plan, Grazing Management Plan, Comprehensive Nutrient Management Plan or other plan (plan must be provided to NRCS).

Source: Landowner

Name of Plan:

	Points	Score
yes	10	
no	0	

19. Is implementing practices, or has successfully implemented practices, from the approved Practices List, that enhance one or more of the following resources on the property: groundwater, water storage, in-stream flow, riparian habitat, floodplain, wetlands.

Source: Landowner description

Identify Practices:

	Points	Score
yes	5	
no	0	

20. Is implementing practices, or has successfully implemented practices, from the approved Practices List, that enhance terrestrial habitat on the property.

Source: Landowner description

Identify Practices:

	Points	Score
yes	5	
no	0	

21. Is implementing practices, or has successfully implemented practices, from the approved Practices List, that improve soil health and/or reduce erosion on the property.

Source: Landowner description

Identify Practices:

	Points	Score
yes	5	
no	0	

22. Is implementing practices, or has successfully implemented practices, from the approved Practices List, that increase on-farm carbon sequestration.

Source: Landowner description

Identify Practices:

	Points	Score
yes	5	
no	0	

23. Is implementing practices, or has successfully implemented practices, from the approved Practices List, that reduce or avoid greenhouse gas emissions.

Source: Landowner description

Identify Practices:

	Points	Score
yes	5	
no	0	

TERRESTRIAL HABITAT

24. There are at-risk species (other than salmonids) on the property.

Source: CNDDDB or other expert documentation (<https://www.wildlife.ca.gov/Data/CNDDDB>)

Identify at-risk species:

Points Score

Yes	10	
No	0	

25. There are rare habitats on the property as determined by a rarity level of Rank 1 or Rank 2 in the Conservation Lands Network.

Source: <http://www.bayarealands.org/maps-data/>

Identify rare habitat type(s):

	Points	Score
Yes	10	
No	0	

26. Contains key terrestrial habitat linkage or is located within a terrestrial wildlife corridor or has wildlife permeability as identified by the Bay Area Open Space Council's Critical Linkages or by California Department of Fish and Wildlife's Essential Linkages.

Source: <http://www.bayarealands.org/maps-data/> or

<https://www.wildlife.ca.gov/conservation/planning/connectivity/CEHC>

Identify linkage:

	Points	Score
Yes	10	
No	0	

CULTURAL AND ARCHEOLOGICAL RESOURCES

27. The property contains historical or archeological resources that will be protected by the easement (cultural resource must be recognized by SHPO/NRHP, National or State Historic Register).

Source: SHPO/NRHP, National or State Historic Register

Identify resource(s):

	Points	Score
Yes	5	
No	0	

COOPERATING ENTITY'S PERFORMANCE

28. Cooperating Entity's average efficiency closing NRCS easements. If no NRCS easements are held, entity must provide evidence of closing efficiency for other easements.

Source: Cooperating entity's description

	Points	Score
< 2 years	5	
> 2 years	0	

29. Cooperating Entity's performance monitoring NRCS easements. If no NRCS easements are held, entity must provide evidence of annual monitoring for other easements.

Source: Cooperating entity's description

	Points	Score
100%	5	
< 100%	0	

Max. points Property score

Total Points for State Ranking Criteria

200

0.0

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Agricultural Preservation and Open Space District, County Of Sonoma, State Of California, Granting Authority to the District's General Manager to Submit Applications to the Natural Resources Conservation Service For Agricultural Conservation Easements Through the Regional Conservation Partnership Program and to Sign and Execute Grant Agreements for Funds Toward Acquisition of Agricultural Conservation Easements Awarded Such Funding.

Whereas, the Regional Conservation Partnership Program (RCPP) is authorized by Subtitle I of Title XII of the Food Security Act of 1985, as amended by Section 2401 of the Agricultural Act of 2014. The Secretary of Agriculture has delegated the authority to administer the RCPP to the Chief of the Natural Resources Conservation Service (NRCS), who is Vice President of the Commodity Credit Corporation. NRCS is an agency of the Department of Agriculture (USDA); and

Whereas, NRCS is the USDA's conservation agency working with farmers, ranchers and private forest landowners nationwide to identify and address natural resource objectives in balance with operational goals in order to benefit soil, water, wildlife, and related natural resources locally, regionally, and nationally; and

Whereas, through the RCPP, NRCS seeks to co-invest with partners in innovative, workable, and cost-effective approaches to benefit farming, ranching and forest operations, local economies, and the communities and resources in a watershed or other geographic area; and

Whereas, the RCPP promotes coordination between NRCS and its partners to deliver conservation assistance to producers and landowners; and

Whereas, NRCS awarded the District and its partners a grant under the RCPP totaling \$8,049,000 to implement the Sonoma County Venture Conservation Partnership; and

Whereas, the RCPP grant funding will be provided over a five-year period to finance: (i) the purchase of conservation easements; (ii) the development of site-

Resolution #

Date:

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specific conservation plans; and (iii) the implementation of conservation practices on agricultural and forestry lands with a focus on protecting and enhancing stream corridors, wildlife habitat, and high-priority groundwater basins; and

Whereas, the District must apply for the RCPP grant funds by submitting Agricultural Land Easement (ALE) applications to the NRCS Agricultural Conservation Easement Program (ACEP); and

Whereas, if awarded funding, the District will enter into an agreement with NRCS to complete the project(s).

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

1. *Truth of Recitals.* That the foregoing recitations are true and correct.
2. *Authority to Submit Grant Applications.* That the District General Manager is authorized and directed to submit grant applications to the Natural Resources Conservation Service's Agricultural Conservation Easement Program for one or more agricultural land easements through the Regional Conservation Partnership Program through 2021.
2. *Authority to Negotiate Agreement and Grant Documents.* That the District General Manager is authorized and directed to conduct all negotiations and to execute grant agreements with the Natural Resources Conservation Service's Agricultural Conservation Easement Program for acquisition of agricultural conservation easements; to sign invoices requesting disbursement of the grants; and to execute other documents related to the grants.

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

Board Agenda Date: May 22, 2018

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Stuart Martin, 565-7362

Supervisorial District(s):

1st

Title: McCullough Phase 2 Acquisition of Fee Title for Public Recreation

Recommended Actions:

Adopt a resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District to:

1. Authorize up to \$5,350,000 and escrow costs for the acquisition of the McCullough Phase 2 property;
2. Determine that the acquisition is consistent with the District's Expenditure Plan;
3. Authorize the District's General Manager to enter into agreements to receive a Land and Water Conservation Fund grant to assist in purchasing the property.
4. Make certain determinations pursuant to the California Environmental Quality Act;
5. Authorize all other actions to complete this transaction.

Executive Summary:

The Sonoma County Agricultural Preservation and Open Space District is proposing to purchase 275.5-acres of property known as McCullough Phase 2 in fee to become part of the future Mark West Creek Regional Park and Open Space Preserve. Acquisition of the property will preserve about .5 miles of Mill Creek and its riparian corridor, expansive views, and significant wildlife habitat including excellent steelhead habitat. The acquisition will add to the adjacent 822-acre Mark West Properties purchased by the District. The properties will be combined to form the future 1,076-acre park, benefitting Sonoma County by providing a large and diversified regional park close to the Santa Rosa urban area.

Discussion:

Property Characteristics/Project Significance

McCullough Phase 2 ("Project") encompasses 275.5-acres located north of Santa Rosa in unincorporated Sonoma County. Access is via Cresta Road, which is a private road off Mark West Springs Road. The property is contiguous to the Cresta 1, Cresta 2, and McCullough Phase 1 properties,

which were purchased in fee by the Sonoma County Agricultural Preservation and Open Space District (“District”) between 2007 and 2014. An estate subdivision borders the property on the south, and a mix of larger home parcels lies to the west. Other nearby protected properties include the Lang and Guttman conservation easements adjacent to Cresta 1 to the north, and the Pepperwood Preserve, also adjacent and to the north of Cresta 1. All of these properties combined with this proposed McCullough Phase 2 acquisition will ultimately form a contiguous 4,500 acre protected area of habitat on the northern edge of the Santa Rosa urban area.

McCullough Phase 2 is a mix of grasslands, chaparral, and mixed woodlands, which consist of oaks, Douglas fir, and redwood. Two long ridges are separated by a valley that contains a large meadow and Mill Creek. Mill Creek runs for about .5 miles through the property until it flows into Mark West Creek just off the property. Mark West Creek is one of the few creeks in the Russian River watershed that supports populations of endangered Coho Salmon and Steelhead. On the edge of the meadow is the site of the former McCullough home and related structures which burned in the Tubbs Fire on October 8, 2017. Fire damage to the vegetation is patchy. Certain types of trees like oaks and redwood are less damaged, while Douglas fir is more damaged.

Besides offering a valuable fish habitat, the Project includes an extensive multi-use road and trail system that connects the two surrounding pieces of the McCullough Phase 1 property. Many equestrian groups have used the property over the years. The trails are generally well-designed and maintained, and many can be used for the public park.

Project Structure

The District proposes to purchase McCullough Phase 2 in fee as part of a larger proposed Sonoma County Regional Park and Open Space Preserve. A purchase agreement has been negotiated for a recommended purchase price of \$5,350,000, and a closing date on or before July 17, 2018.

At this Project’s close of escrow, the District will hold fee title to 275.5-acres and will assume short-term responsibility for managing the land along with the 822-acres already purchased for the park. Upon successful acquisition of the nearby 46.43-acre Cresta 3 and/or the 47.14-acre Wendle properties later this year, all the Mark West Properties will be transferred to Regional Parks to complete the acquisition process subject to the District’s conservation easement and recreation covenant.

Conformance with Adopted Plans

2020 Sonoma County General Plan

The Project is consistent with 2020 Sonoma County General Plan because the area is identified as a future park on the Open Space Element map. The transaction supports the following General Plan goals:

1. Maintaining important open spaces around the county’s cities in a largely open or natural character. (LU-5)
2. Preserving important biotic resource areas and scenic features with consistent uses and intensities. (LU-10)
3. Protecting and enhancing the county’s natural habitats and diverse plant and animal communities. (OSRC-7), and particularly the riparian corridors and functions along Mill Creek. (OSRC-8)

4. Establishing a countywide park and trail system that meets future recreational needs of the county's residents while protecting agricultural uses, with an emphasis on trails near urban areas and on public lands. (OSRC-17)

District Acquisition Plan: Connecting Communities and the Land

The Project is consistent with the District's Acquisition Plan, *Connecting Communities and the Land*, in the Greenbelts and Scenic Hillside category, the Water, Wildlife and Natural Areas category, and the Recreation and Education category, specifically in policies to:

1. Protect scenic lands and prominent natural features that contribute to the unique identity of communities.
2. Preserve natural systems and lands that support diverse biological resources; and protect habitats important for the conservation and restoration of rare, threatened or endangered species.
3. Protect lands that provide viable habitat linkages for wildlife.
4. Protect lands that promote public access in proximity to urban communities; and ensure that District-protected lands are managed to protect conservation values while allowing compatible public recreational and educational uses.

District Expenditure Plan

The Project is consistent with the District's Expenditure Plan because it preserves a wildlife habitat corridor connected to neighboring protected lands; protects .5 miles of Mill Creek, and provides riparian restoration opportunities; and provides public recreation that is consistent with protection of these values.

Grant funding

Regional Parks staff has applied for a \$3 million grant from the Federal Land and Water Conservation Fund to assist in purchasing the McCullough 2 and Wendle properties. The grant is also being used to assist in acquiring the Wendle property. The grant is expected to be awarded in early May, and can be used for the acquisitions on a reimbursable basis if closing occurs prior to the grant processing.

Appraisal and Fiscal Oversight Commission

A full narrative appraisal was conducted by Chris Bell of Appraisal Associates with a valuation date of December 11, 2017. The appraiser determined that the highest and best use of the property was for development into five lots for rural residential estate use. The appraiser concluded the estimated market value of McCullough Phase 2 fee interest to be \$5,350,000.

District staff reviewed the appraisal and concluded it met the District's Appraisal Standards and Guidelines. At its March 8, 2018 meeting, the Fiscal Oversight Commission reviewed and accepted the appraisal and determined that the purchase price did not exceed fair market value. (Resolution # 2018-001)

Purchase Agreement and Purchase Price

On March 19, 2018, the District and the Sellers entered into a purchase agreement for \$5,350,000. The purchase agreement is contingent upon Board of Directors approval in addition to other standard

contingencies. All due diligence has been concluded by staff and there are no issues found that would cause the District not to complete the acquisition.

Escrow/Closing

Close of escrow for the acquisition of the property is set to occur on or before July 17th, 2018.

CEQA

The project is categorically exempt from CEQA pursuant to State Guidelines Section 15313(c) or, in the alternative, pursuant to Guidelines Section 15316(a), 15317, or 15325(a), (c) and (f).

Prior Board Actions:

The Board previously approved the following actions:

January 23, 2018: Authorized Parks to apply for a Land and Water Conservation acquisition grant for McCullough 2 and Wendle (Reso 18-0021)

December 6, 2016: Authorized the fee acquisition of the 47.14-acre Wendle property, and approved the transfer of the Mark West Properties, including Cresta 3 and Wendle. (Reso 16-0456)

January 29, 2014: Approved the fee acquisition of the 21.5-acre Cresta 2 property. (Reso 14-0039)

August 18, 2009: Approved the fee acquisition of the 460.96-acre McCullough 1 property. (Reso 09-0790)

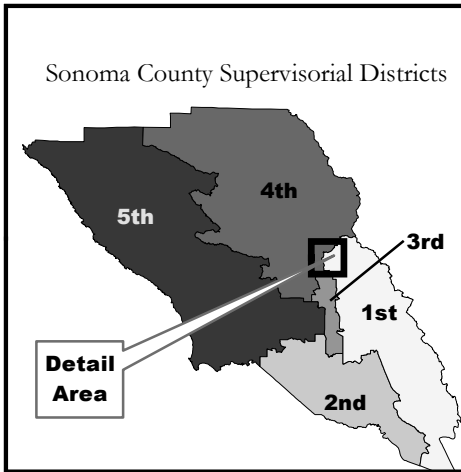
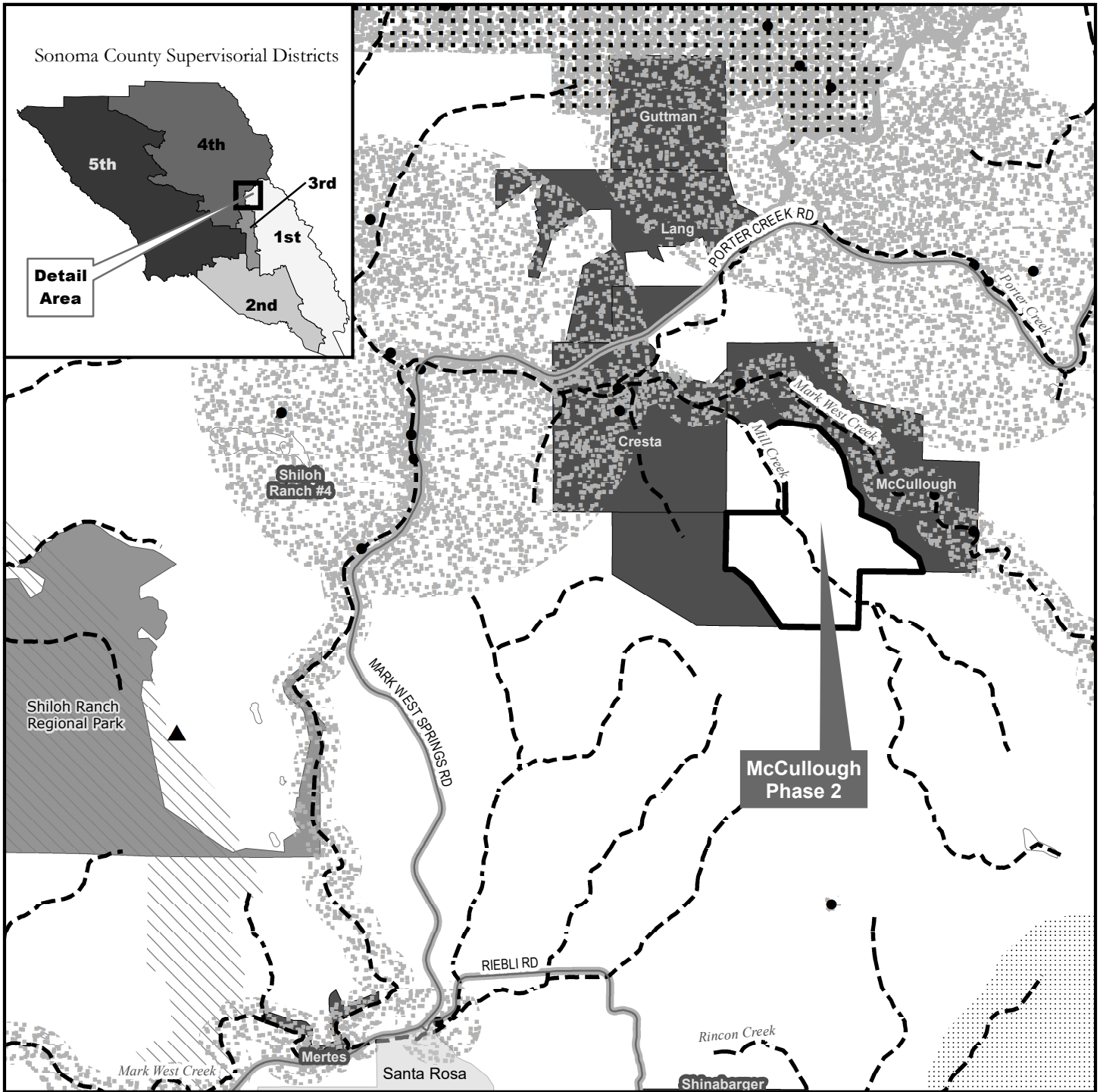
October 23, 2007: Approved the fee acquisition of the 340-acre Cresta 1 property. (Reso 07-0895)

April 23, 2002: Authorized the conservation easement acquisition over a 285-acre portion of the McCullough Phase 1 Property (Reso 02-0434)

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The McCullough Phase 2 acquisition will assist in the creation of the Mark West Creek Regional Park and Open Space Preserve, providing recreational and educational opportunities for county residents and visitors, provide wildlife habitat and connectivity, and protect scenic vistas.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	5,350,000		
Additional Appropriation Requested			
Total Expenditures	5,350,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	5,350,000		
Use of Fund Balance			
Contingencies			
Total Sources	5,350,000		
Narrative Explanation of Fiscal Impacts:			
<p>The District has adequate appropriations in its FY 17-18 budget for the entire \$5,350,000 fee acquisition contribution if grant funding isn't awarded. Funding for the acquisition and related costs comes from the dedicated Measure F sales tax that funds the District.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
<p></p>			
Attachments:			
<ol style="list-style-type: none"> 1. Location General Plan Map 2020 2. Location Map 3. Site Map 4. Resolution 			
Related Items "On File" with the Clerk of the Board:			
<ol style="list-style-type: none"> 1. Certificate of Acceptance 2. Notice of Exemption 3. Property Purchase Agreement 			



McCullough Phase 2

LOCATION / GENERAL PLAN MAP

0 0.5 1

————— Miles

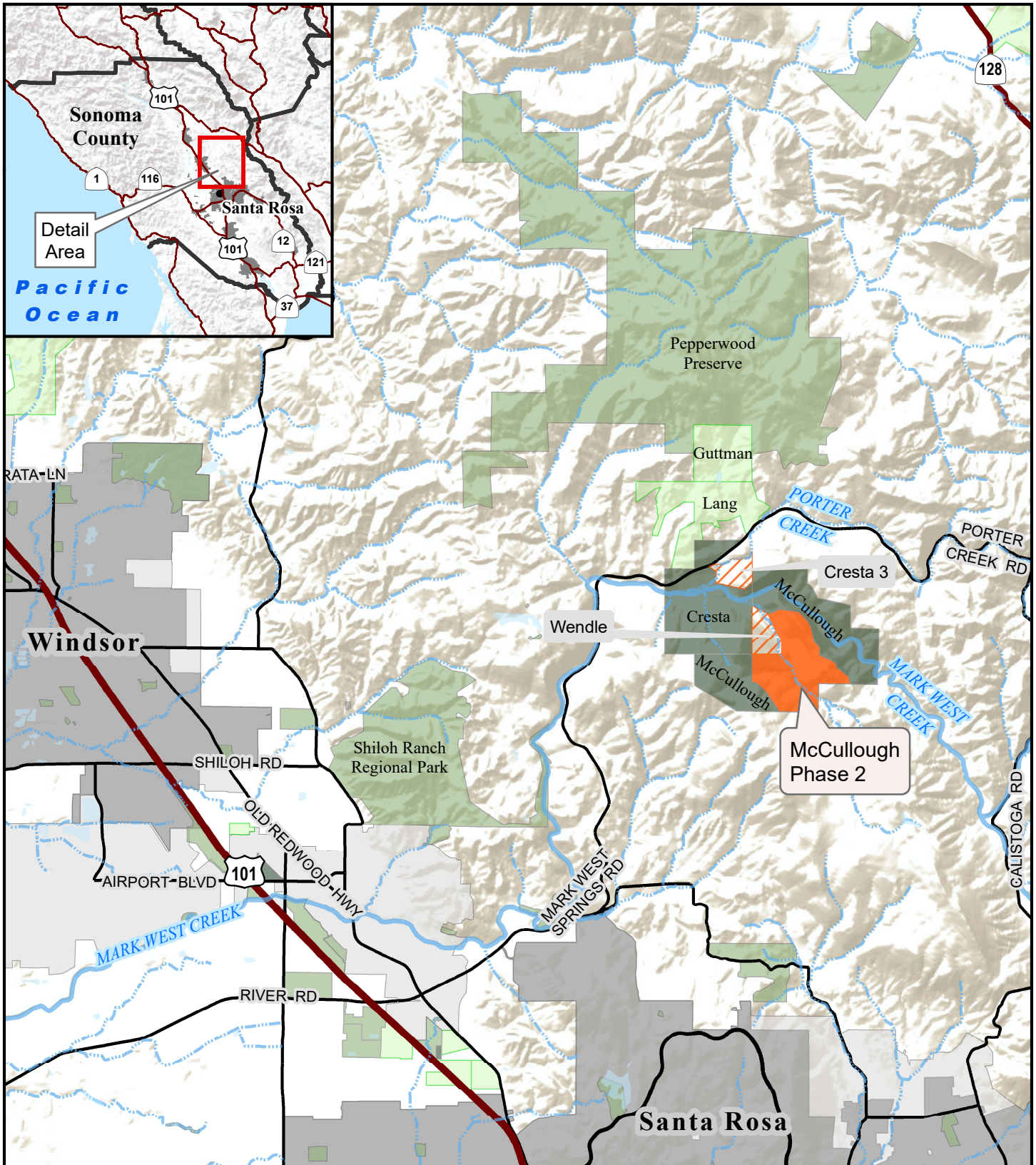
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Map Date: 4/12/2018
 Sources: Sonoma County GIS Group;
 Sonoma County General Plan 2020,
 Open Space and Resource
 Conservation Element.
 This map is for illustrative
 purposes only.

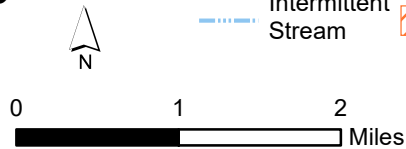
Open Space and Resource Conservation Element

<ul style="list-style-type: none"> McCullough Phase 2 Incorporated City Land District Holding Public Land Community Separator Scenic Landscape Unit Scenic Corridor 	<h4>BIOTIC RESOURCES</h4> <ul style="list-style-type: none"> Special Status Species Special Status Species Habitat Marshes and Wetlands * Sensitive Natural Communities Habitat Connectivity Corridor * Riparian Corridor 	<h4>OUTDOOR RECREATION</h4> <ul style="list-style-type: none"> Planned Future Park
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* Not on this map

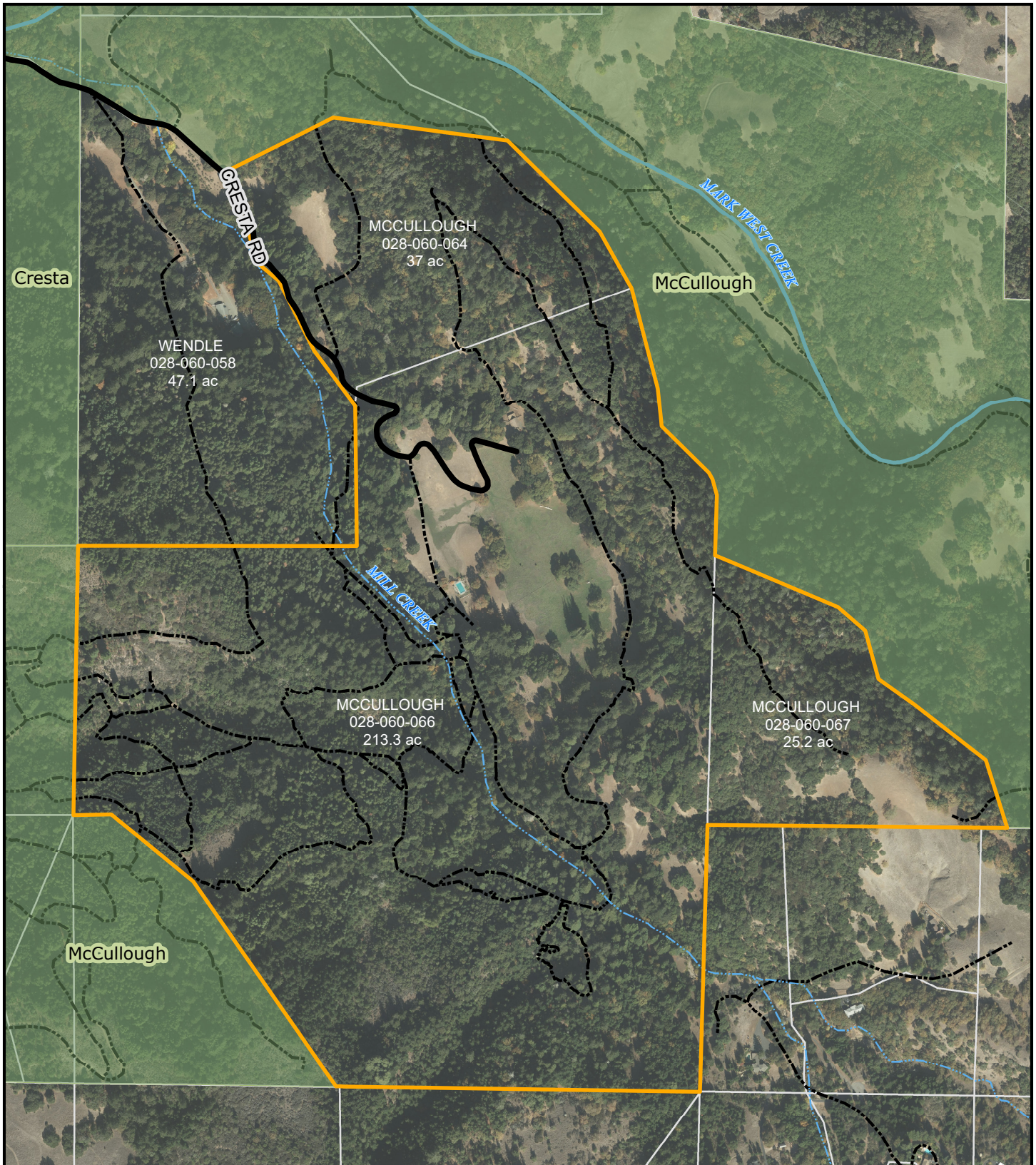


McCullough Phase 2 Location Map

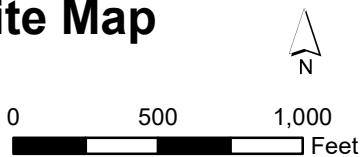


- Perennial Waterway
- Intermittent Stream
- McCullough Phase 2
- Proposed Purchase
- District Fee Title
- District Conservation Easement
- Other Protected Land
- Incorporated City
- Urban Service Area

Map Date: 4/12/2018
 Sources: CPAD (protected lands); SCWA (streams); County GIS (roads, communities); ESRI (shaded relief)
 This map is for illustrative purposes; it is not a definitive property description.



McCullough Phase 2 Site Map



- Perennial Stream
- Intermittent Stream
- Cresta Road
- Ranch Road
- McCullough Phase 2
- Assessor Parcel

Map Date: 4/12/2018
Sources: SCWA (streams); County GIS (roads, parcels); Digi Globe (14 October 2017 imagery)
This map is for illustrative purposes; it is not intended to be a definitive property description.

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, County of Sonoma, State of California, Approving Acquisition of Fee Title to the 275.5-Acre McCullough Phase 2 Property for a Purchase Price of \$5,350,000; Delegating Authority to the General Manager to Enter into Agreements and Accept a Grant From the Land and Water Conservation Fund to Assist in Purchasing the Property; Determining that the Acquisition is Consistent with the 2020 Sonoma County General Plan; Authorizing and Directing the Execution of Certificate of Acceptance; Directing the Preparation of Escrow Instructions; and Directing the Filing of a Notice of Exemption in Compliance with the California Environmental Quality Act.

Whereas, the General Manager has negotiated and is now recommending the purchase of fee title to the McCullough Phase 2 Property, located at 2584 Mark West Springs Road, Santa Rosa (APNs 028-060-064, -066 & -067), totaling approximately 275.5-acres (“the acquisition”); and

Whereas, the acquisition fulfills policies of the Water, Wildlife and Natural Areas category of the District’s acquisition plan, *Connecting Communities and the Land*, in that the property protects and connects to existing protected fish and wildlife habitat, including creeks, riparian corridors, and upland habitat; and

Whereas, the acquisition fulfills policies of the Recreation and Education category of the District’s acquisition plan, *Connecting Communities and the Land*, in that the property has the potential to add to a large regional park very close to the urban area with a wide diversity of landscapes and recreational opportunities; and

Whereas, acquisition of the Property has the potential to further the social and recreational need of the residents of the County and is therefore in the public interest.

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

1. *Truth of Recitals.* That the foregoing recitations are true and correct.
2. *General Plan Consistency.* That the acquisition is consistent with the 2020 Sonoma County General Plan because the property will ensure the preservation of the fish and wildlife habitat and water quality of Mill Creek, and ensure that the riparian woodlands, upland woodlands, grasslands and associated habitats are protected in perpetuity. Low-

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Date:

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intensity public outdoor recreational use of the property is consistent with preservation of the property's open space values and resources.

3. *Expenditure Plan Consistency.* That the acquisition is consistent with the District's Expenditure Plan, specifically regarding areas of biotic significance, and other recreational open space projects within Sonoma County.

4. *Fair Market Value.* That by its Resolution No. 2018-001, dated March 8, 2018, the Board of Directors of the Sonoma County Open Space Fiscal Oversight Commission determined that the acquisition price does not exceed fair market value of the open space interest being acquired.

5. *Certificate of Acceptance.* That the President of the Board of Directors is authorized and directed to execute, on behalf of the District, the certificate of acceptance required by Government Code 27281.

6. Authority to Enter into Agreements and Accept Grant, or Alternatively, Proceed Without Grant.

a. That the General Manager is directed to accept up to \$3,000,000 in acquisition funding from the Federal Land and Water Conservation Fund Grant-In-Aid Program (LWCF), as approved by the County's Board of Supervisors in their resolution 18-0021 dated January 23, 2018, as reimbursement to the District for a portion of the acquisition cost of the fee interest.

b. That, in the alternative, if the General Manager determines at his discretion that, for any reason, the above-described grant funding will not be released by and/or received from LWCF in a timely manner, the General Manager is authorized to close escrow without such grant funding, with the full purchase price to be borne by the District.

6. *Escrow Instructions; Necessary Documents.* That the District's Counsel is directed to prepare and deliver appropriate escrow instructions and other necessary documents to Fidelity National Title Company to complete the transaction as described. Upon the satisfactory completion of District's standard due diligence tasks, the General Manager is authorized to sign all closing documents and to execute any other documents necessary to complete this transaction as described, including, without limitation, making any technical, non-substantive changes in the closing documents with the prior approval of the District's Counsel.

7. *Payment of Purchase Price and Costs of Escrow.* That at the request of the General Manager, the County Auditor is directed to draw a warrant or warrants against available funds in the County's Open Space Special Tax Account and the Open Space Authority's fund for the purchase price in an amount not to exceed \$5,350,000 payable to Fidelity National

Resolution #

Date:

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Title Company (Escrow No. 78380012Z -CT) and in such other amounts necessary to close escrow, as approved and requested by the General Manager.

8. *California Environmental Quality Act.* That the acquisition authorized by this resolution is exempt from the requirements of the California Environmental Quality Act (Public Resources Code Sections 21000 and following) pursuant to Section 15313(c) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve access to public lands and waters to preserve the land in its natural condition; alternatively is exempt pursuant to Section 15317 of Title 14 of the California Code of Regulations because the purpose of the acquisition is to maintain the open space character of the area; alternatively is exempt pursuant to Section 15316(a) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to establish a park and the management plan has not yet been prepared; alternatively is exempt pursuant to Section 15325(a), (c) and (f) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve the existing natural conditions, to allow for restoration of natural conditions, and to preserve open space or lands for park purposes, respectively.

9. *Notice of Exemption.* That, immediately upon the adoption of this resolution, the General Manager is directed to post and to maintain the posting of a notice of exemption pursuant to Public Resources Code Section 21152.

10. *Validation.* The agreement authorized by this resolution is a contract within the definition of Government Code Section 53511 and as such, any action challenging the validity of the contract including the source of funding for the consideration to be paid by this District must be commenced within sixty (60) days of the adoption of this resolution pursuant to Section 863 of the Code of Civil Procedure.

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

To: Board of Supervisors and Board of Commissioners

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Community Development Commission and
Sonoma County Department of Health Services

Staff Name and Phone Number:

Jenny Abramson, 565-7548

Supervisorial District(s):

All

Title: Partnership HealthPlan of California Housing Innovations Grant Award to Expand Availability and Access to Supportive Housing for Medi-Cal recipients in Sonoma County

Recommended Actions:

1. Authorize the Executive Director of the Sonoma County Community Development Commission to execute two Memoranda of Understanding (MOUs) with Partnership HealthPlan of California for a capital development award and a housing operations award, respectively, for a total not to exceed \$2,919,916.
2. Authorize the Executive Director of the Commission to execute sub-award contracts with six awardees for a total amount not to exceed \$2,779,378.
3. Adopt a resolution adjusting the County of Sonoma FY 2017-18 budget to reflect related income and expenses for the grant anticipated to occur prior to June 30, 2018

Executive Summary:

Partnership HealthPlan of California (Partnership), the managed Medi-Cal provider for Sonoma County, is providing one-time funding for two years through its Local Innovation Grants on Housing. These awards are being made to Partnership's 14 member counties for projects to fund both capital and "housing facilitation" (management of housing operations) projects to expand the availability of and access to permanent housing and transitional housing for Medi-Cal members enrolled through Partnership. Partnership has allocated a total of \$25 million across all 14 counties, with \$4,917,538 allocated to Sonoma County based on the county's share of Partnership Medi-Cal enrollees.

In response to Partnership's Request for Proposals released in July 2017, a collaborative of local housing and social services organizations, led by the Community Development Commission (Commission) and the Department of Health Services (DHS), came together to review and assemble a package of projects to submit for funding. Per Partnership's guidelines, these projects fell under two separate funding categories: (1) capital development projects to expand, construct, renovate and/or acquire dwellings for residential use for the implementation of permanent and/or transitional housing dedicated to meeting

the high priority needs of Partnership members, and (2) “housing facilitation” projects to provide for a range of housing-related services including information systems, technical support, and housing operations and “rapid rehousing” type financial assistance. A project selection committee made up of representatives of the Commission, the Department of Health Services, the Community Foundation Sonoma County, St. Joseph Health Systems, Santa Rosa Health Centers, and other impartial community members selected a geographically diverse group of projects that would bring benefit to all areas of Sonoma County.

As a result of the collaborative process, the Commission submitted a capital development proposal with a suite of four development projects requesting a total of \$3,262,514, and a “Housing Facilitation” proposal providing funding to three organizations, including the Commission, requesting \$1,654,320 (\$4,916,834 total). Subsequent to the submission of the final proposals to Partnership, one of the capital development projects rescinded their request for funding, leaving \$1,997,622 from the original county allotment unallocated. The Departments are in follow-up conversation with Partnership regarding the remaining \$1.9 million.

In total, the funded projects will support the placement of 80 medically fragile homeless individuals in permanent housing, and will create 20 permanent supportive housing beds, up to 12 beds for homeless or at-risk of homelessness individuals enrolled in or recently completing drug treatment services, and 12 medical respite beds across the county – all for Partnership beneficiaries.

If approved, this item will authorize the following:

- The Executive Director of the Commission to execute two Memoranda of Understanding (MOUs) with Partnership HealthPlan of California for a capital development award and a housing facilitation award, respectively, for a total not to exceed \$2,919,916 [Attachment 1];
- The Executive Director of the Commission to execute sub-award contracts to the grant partner organizations in a total amount not to exceed \$2,779,378;
- Adoption of a resolution adjusting the County of Sonoma FY 2017-18 budget to reflect Partnership HealthPlan grant income and expenses anticipated to occur prior to June 30, 2018 [Attachment 2].

Discussion:

Partnership HealthPlan of California (Partnership) is a non-profit community based health care organization that contracts with the State to administer Medi-Cal benefits to over 573,000 individuals in 14 Northern California counties, including to over 110,000 Sonoma County residents.

In July 2017, Partnership released a request for proposals through its \$25 million Local Innovation Grants on Housing program. This program provides one-time funding over two years to support housing projects that seek to expand access to permanent and/or transitional housing for Medi-Cal members enrolled with Partnership. Through this grant program, Partnership seeks to address the critical housing and housing-related needs that affect the health and overall costs of health care for its members. Partnership’s Local Innovations Grants on Housing program is separated into two broad funding categories supporting capital investments and “Housing Facilitation,” each requiring a separate application.

In order to qualify for funding in either category, projects were required to primarily serve Partnership clients, establish long-term sustainability plans following the end of Partnership funding, not supplant or duplicate existing funding, and demonstrate experience and success in providing the proposed housing services. In building their proposals, Counties were also required to utilize a collaborative process and include County Health and/or Human Service agencies, a local Housing agency, and community partners with experience serving the target population. The Commission also put an emphasis towards soliciting proposals from organizations whose projects would build capacity across the county geographically.

Working with numerous interested parties on an extremely short timeline, representatives from the Department of Health Services (DHS) and the Community Development Commission (Commission) convened three community input sessions in July and August of 2017 to establish a general understanding of the grant opportunity, develop questions for Partnership staff, seek answers to grant questions from Partnership, develop a process for decision-making, and review potential projects to include in the final proposals to Partnership. Potential projects were reviewed and evaluated based on the following grant preferences:

- The project's interface with Partnership's health care delivery system;
- Whether the project would address prolonged or inappropriate hospital stays by coordinating with discharge planners and taking direct placements from hospitals;
- Documentation of the need for the project through needs assessments and data analysis;
- The applicant's involvement with the local homeless Continuum of Care, and proposed projects reflect local strategies to prevent and end homelessness;
- Partnership HealthPlan funding would leverage other resources and would provide the critical funding to allow a project to move forward; and
- The project could be completed within a 24-month timeframe.

An impartial ranking committee of nine people was convened in August 2017 to review the project proposals. This committee included representatives from the Commission, DHS, Community Foundation Sonoma County, Santa Rosa Health Centers, St. Joseph Health Systems, and Homeless Action. Six brief proposals were received and reviewed by the ranking committee on August 14. Each project's strengths and weaknesses were discussed, focusing on the criteria noted above, the eligibility of proposed uses, project readiness, the need for Partnership funding to move a project forward, and organizational capacity. Additional questions were identified, and answers sought in the following 24 hours. Once answers were available, ranking committee members met again by conference call to craft final recommendations. Despite conflicting views, a consensus was reached on a final package of proposals which included at least partial funding for all of the proposals that were received.

As a result of this process, the following organizations and projects were approved for funding by Partnership under the grant:

Capital Projects (\$1,265,596)

1. **Committee on the Shelterless (COTS)** - \$196,596 to renovate the second floor of the Mary Isaak Center in Petaluma to provide 10 permanent supportive housing units and up to 6 medical respite beds.
2. **Reach for Home** - \$750,000 to purchase a 4 bedroom home in North Sonoma County to provide permanent supportive housing to fragile homeless or at-risk of homeless individuals.
3. **West County Community Services (WCCS)** - \$319,000 to renovate buildings and mobile home units in a mobile home park owned by the City of Sebastopol to provide 6 permanent supportive housing units and 6 medical respite beds for West County homeless or at-risk of homeless individuals.

“Housing Facilitation” Projects (\$1,654,320)

1. **Catholic Charities** - \$1,122,000 to provide rapid re-housing and housing navigation services for two years to all participants in their Nightingale homeless medical respite program, with the goal of placing at least 80 individuals in permanent housing.
2. **Drug Abuse Alternative Center (DAAC)** - \$391,782 for rental and operating costs over two years for two four-bedroom sober living homes servicing up to 12 homeless or at-risk of homeless individuals enrolled in or recently completing drug treatment services.
3. **Community Development Commission** - \$140,538 to strengthen the current Homeless Management Information System (HMIS) and fund a 0.5 FTE Senior Community Development Specialist for two years to coordinate and evaluate the Partnership grant activities.

On April 19, 2018, Partnership notified the Commission of their approval of the grant application and provided the attached Memorandum of Understanding (MOU) between Partnership and the Commission regarding the grant funds and deliverables.

Late in the grant approval process with Partnership, one of the applicants included in the original grant application withdrew its proposal leaving a balance of \$1,997,622 remaining from the original county allocation. The Departments are in follow-up conversation with Partnership regarding the remaining \$1.9 million.

Prior Board Actions:

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		\$2,092,756	\$758,230
Additional Appropriation Requested	\$68,930		
Total Expenditures	\$68,930	\$2,092,756	\$758,230
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$68,930	\$2,092,756	\$758,230
Use of Fund Balance			
Contingencies			
Total Sources	\$68,930	\$2,092,756	\$758,230
Narrative Explanation of Fiscal Impacts:			
<p>Partnership HealthPlan of California has notified the SCCDC of their approval to award grant funds over a period of 18 months not to exceed \$2,919,916. The SCCDC anticipates incurring \$68,930 of grant funded costs in the current fiscal year ending June 30, 2018. A Budget Resolution to adjust the SCCDC's FY1718 revenue and expenditure budget accordingly has been included with this Item as Attachment #2. The \$2,092,756 expected for FY 18-19 will be requested with a first Quarter Consolidated Budget Adjustment in October 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):			
Attachments:			
<p>1 – Memorandum of Understanding with Partnership HealthPlan 2 – Budget Resolution</p>			
Related Items "On File" with the Clerk of the Board:			



**LOCAL INNOVATION GRANT ON HOUSING
MEMORANDUM OF UNDERSTANDING
BETWEEN
SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION
AND
PARTNERSHIP HEALTHPLAN OF CALIFORNIA**

This Memorandum of Understanding (the “MOU”) is made and entered into by Partnership HealthPlan of California (“PHC”, “The Plan”), a public entity, and Sonoma County Community Development Commission (“Housing Provider”, “Grantee”), also hereunder known as (“Party”, “Parties”). This MOU is effective **May 1, 2018** and will expire on **May 1, 2020**.

RECITALS/BACKGROUND

Partnership HealthPlan of California is a non-profit community-based healthcare organization that contracts with the State of California to provide Medi-Cal services in several counties in Northern California, under a County Organized Health System model.

WHEREAS, PHC has developed the Local Innovation Grant on Housing. Through this grant program, PHC seeks to address the critical housing and housing-related needs that affect the health and overall costs of healthcare for its 572,000 members. The Plan has allocated a total of \$25 million to this program for the purpose of making a one-time grant available, to projects, in each of PHC’s 14 counties that were selected based upon a competitive request-for-proposals submission.

FURTHERMORE, this MOU identifies each party’s responsibilities and obligations for the allocation of a one-time grant to support a project that will expand access to housing for Medi-Cal members enrolled with Partnership HealthPlan of California in Sonoma County. The project is the result of a collaborative process involving community support and leveraging of community resources.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein stated, it is agreed by and between the Parties hereto as follows:

HOUSING PROVIDER’S OBLIGATIONS

Sonoma County Community Development Commission agrees that the services provided pursuant to this grant are provided for the benefit of PHC members and communities. Sonoma County Community Development Commission agrees to work with PHC staff in order to facilitate the evaluation of the effectiveness of this program and to provide information on the progress of the project.

Sonoma County Community Development Commission agrees to designate a primary staff member as the point of contact for the purposes of the administration of this grant.

Sonoma County Community Development Commission agrees to provide the services and documentation outlined in Attachment A, Scope of Work.

HEALTHPLAN’S OBLIGATION

PHC agrees to provide fiscal support by means of a grant to Sonoma County Community Development Commission (“Grantee”) for the purpose and project specified in Attached C.

PHC will provide grant payments according to the schedule and amounts listed in Attachment B, Payment Schedule. In no event shall payments exceed the total grant award of \$1,650,838 for the term of this MOU. If the terms and conditions set forth in Attachment A & B are not met, including timely quarterly reporting, PHC reserves the right to withhold any further payments, and move to terminate this MOU, and to recoup funds to the extent practical.

TERM AND TERMINATION

The effective date of this MOU is May 1, 2018 and will remain in force up to May 1, 2020.

This MOU, and its attachments, constitutes the entire agreement between the Parties and except as otherwise specified in this MOU may be amended only by both Parties' agreement in writing, and executed by a duly authorized person of each Party.

Either party may terminate this MOU upon thirty (30) days' prior written notice to the other party. In the event of the failure of either party to meet the specified obligations, the agreement may be terminated within thirty (30) days' notice of the failure, if the obligation is still not met at that time. At the time of termination, PHC may seek to recoup funds to the extent practical.

Good Standing. PHC provides a variety of support initiatives, including this one-time housing access expansion grant to local providers in good standing. Local providers in good standing are those not pursuing any litigation or arbitration against PHC at the time of program application or at the time additional funds may be payable, and has demonstrated the intent, in PHC'S sole determination, to continue to work with PHC on addressing community and member issues. Additionally, at the direction of the Chief Executive Officer or designee, PHC may determine that a provider is not in good standing based on relevant quality, payment or other business concerns. PHC, has the sole authority to determine if a Provider is in good standing. Upon termination of the MOU, the Grantee will reimburse PHC for any funds not expended by it on the project by the termination date. At the date of termination, PHC will cease to be liable to the Grantee for any grant funds committed pursuant to this MOU.

OTHER PROVISIONS

Non-Discrimination. Grantee and its subcontractors shall not unlawfully discriminate or harass 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 (cancer), age (over 40) marital status, and use of family care leave and any other characteristics covered under State and federal law. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

Compliance with Law. Grantee agrees to comply with all federal, State and local licensing standards, all applicable accrediting standards, and any other standards or criteria established federally, by the State, or locally, to assure quality of service. Grantee agrees to comply with all applicable State and Federal laws and regulations during the term of this MOU.

Audit. PHC reserves the right to audit data submissions prior to payment. Upon request, Grantee agrees to provide copies of the supporting documentation based on the obligations of this MOU.

Liability: Sonoma County Community Development Commission indemnifies and holds harmless PHC and its commissioners, officers, employees and agents from and against all allegations, claims and liabilities that result from any act or omission by Sonoma County Community Development Commission related to the services

funded under this MOU.

Counterparts. This MOU may be executed by electronic signatures, each of which shall be deemed an original, but all of which, together, shall authorize one agreement.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Agreement, to be effective the date written above:

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

Printed Name and Title **Date**

Signature **Date**

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

Printed Name and Title **Date**

Signature **Date**

ATTACHMENT A

SCOPE OF WORK

Sonoma County Community Development Commission agrees to provide the following services and documentation of services:

1. Written progress reports, documenting efforts to provide the services outlined in Attachment C, no less than four times in a calendar year, on a quarterly basis. Quarterly reports shall be submitted no less than 30 days after the end of a quarter. Sonoma County Community Development Commission agrees to provide additional reporting, as requested by PHC staff. All reports shall include, as applicable:
 - a. Details of the expenditure of grant funds
 - b. Summaries of ongoing collaborative efforts with the region's health care providers and/or homeless programs;
 - c. Verification of the use of the applicable HMIS system;
 - d. Changes, if any, to the proposed budget or sustainability plan;
 - e. "Lessons learned" or observations on the effectiveness of various outreach, case management or other strategies.
2. A list of PHC members, including names, CIN numbers and birth dates, for PHC members housed or otherwise served. Sonoma County Community Development Commission acknowledges its obligation to ensure that this data is collected in accordance with HIPAA and other relevant rules or regulations.
3. Documentation of any changes in services for PHC members previously housed or served (i.e., if members leave the housing facility);
4. Outcome measures, as defined in Attachment C sections 7 – 10.
5. Other measures that may be mutually identified by PHC and the Sonoma County Community Development Commission during the term of this MOU.

ATTACHMENT B

PAYMENT SCHEDULE

Disbursement and Amount	Scheduled Date	Deliverables
\$162,300	Within 60 days of execution of MOU between Sonoma County and PHC	<ul style="list-style-type: none"> Executed MOU.
\$200,000	Within 45 days of receiving a disbursement request from the County along with Quarterly Report #2	<ul style="list-style-type: none"> Evidence of executed contract agreements between the County and Catholic Charities
\$200,000	Within 45 days of receiving a disbursement request from the County along with Quarterly Report #3	<ul style="list-style-type: none"> Copies of executed contracts or grant agreements with all sub-recipients of PHC grant funds
\$200,000	Within 45 days of receiving a disbursement request from the County along with Quarterly Report #4	<ul style="list-style-type: none"> A list of PHC members (including names, CIN, and DOB) housed and served in project during the quarter per project*
\$200,000	Within 45 days of receiving a disbursement request from the County along with Quarterly Report #5	<ul style="list-style-type: none"> Updates on the County's implementation of payment for recovery residences and/or other services provided in projects under DMC/ODS; including a report re: payments to the DAAC project
\$200,000	Within 45 days of receiving a disbursement request from the County along with Quarterly Report #6	<ul style="list-style-type: none"> Report indicating whether persons served by the DAAC exited program voluntarily or involuntarily and how many exits are permanent housing with assistance provided by the program** Report indicating how many months of rental assistance (if any) persons served by Catholic Charities received prior to exit and whether the

		household was maintaining stability in permanent housing at the time of program exit**
\$200,000	Within 45 days of receiving a disbursement request from the County along with Quarterly Report #7	<ul style="list-style-type: none"> • Number of PHC members served by the Catholic Charities and DAAC housing facilitation programs that return to homelessness within 90 days of program exit**
\$200,000	Within 45 days of receiving a disbursement request from the County along with Quarterly Report #8	<ul style="list-style-type: none"> • Explanation for any delays in utilizing PHC grant funds, and any requests by the county to modify the schedule for disbursing grant funds from PHC to the county
\$88,538	Within 45 days of receiving final disbursement request	<ul style="list-style-type: none"> • Final report at the end of the 8th quarter including proposed spending plan for any unexpended grant funds

*Please provide this information for each quarter along with each disbursement request.

**Please provide County acknowledgement of obligation to ensure that this data is collected in accordance to HIPPA and other relevant rules or regulation

ATTACHMENT C

Grant Proposal

Grant Cover Sheet – Sonoma County Local Innovation Grants on Housing

Date: August 22, 2017

Name of Requesting Organization (or individual): Sonoma County Community Development		
Primary Contact: Jenny Abramson		Title: Homeless Services Manager
Address: 1440 Guerneville Road		
City: Santa Rosa	State: CA	Zip: 95403
Tel: (707)565-7548	Fax: (707) 565-7583	Email: Jenny.Abramson@sonoma-county.org

Proposed Project

Type of Grant – Housing Facilitation
Brief Summary of Proposed Project:
<p>Sonoma County is pleased to submit a collaborative Housing Innovation Proposal to support its ambitious and comprehensive strategy aimed at improving outcomes for high-need residents throughout Sonoma County. As a result of this effort, Sonoma County will achieve and sustain improved health and well-being of residents suffering from homelessness and persistent health issues by ensuring that the local system provides the <i>right placement and the right treatment, at the right time</i>. Fundamental to the success of this systems-change strategy is improving access to stable housing for residents currently experiencing homelessness or who are at risk for homelessness.</p> <p>Specifically, this proposal will fund placement of PHC clients into permanent housing and sober living environments, while connecting them with health and social services by experienced community-based providers. In conjunction with the Capital proposal being submitted, this grant will serve at least 140 PHC beneficiaries over the project period. This proposal will reduce the costs on health care systems by expanding housing placement for homeless hospital patients and providing temporary housing and housing-focused case management services for sober living clients. The proposed investment requested is 34% of the total Sonoma County allocation, or \$1,653,538.</p> <p>This proposal is the result of a cooperative process convened jointly by the Sonoma County Community Development Commission (CDC) and the Sonoma County Department of Health Services (DHS). This convening yielded a “Project Collaborative” consisting of the CDC, DHS, California Human Development (CHD), Catholic Charities, Committee on the Shelterless (COTS), Drug Abuse Alternatives Center (DAAC), Reach for Home, and West County Community Services (WCCS). These organizations, most of whom are also active members of the Continuum of Care, have proven service delivery, administrative and financial management capacity, and all serve PHC beneficiaries. Together with the Housing Facilitation proposal being separately submitted, this proposal represents a balanced approach to significantly increasing housing capacity and access for PHC beneficiaries in Sonoma County. It also complements and will leverage the Sonoma County Board of Supervisor’s strategic priorities of <i>Housing for All</i> and <i>Securing the Safety Net</i>, a set of multi-year strategic objectives adopted in 2017 that provide the blueprint for activities undertaken by all County agencies.</p>

Counties/ Region Impacted: Sonoma County
Estimation of PHC members impacted: 140 in first 24 months
Organization approval of attached proposed letter of agreement: Yes

Proposed Budget and Timetable

Project Budget: \$1,653,538	Project Timetable: 12/01 2017 to 11/30/2019
Project Director: Jenny Abramson	Organization: Community Development Commission

Project and Evaluation Narrative:

1. Briefly describe the proposed project that the requested funding would support.

This project will provide Housing Facilitation services including rapid re-housing placement, connection with health, social and community resources, and access to critical sober living beds. This project will reduce the costs on health care systems by diverting high utilizers out of hospital stays or reducing hospital stay durations and by facilitating placements into stable permanent housing. Two of the six community-based providers in the Project Collaborative have a proven track record that will enable them to develop, expand, and deliver the housing facilitation projects within this proposal. The Collaborative has identified more than the \$4.9 million available through this offering and has agreed to work collectively to refine all capital and facilitation projects in this submission, including considering alternative funding and exploring the ways Sonoma County can best support each organization and project with a comprehensive system of care. This additional analysis will inform the precise anticipated placement numbers and overall number of PHC beneficiaries that will be served over the project period. In all cases, the projects will reduce the costs on health care systems by diverting high utilizers of hospital and health care systems through provision of stable housing and proven services.

The two partner agencies in this proposal will expand current services for PHC beneficiaries from across Sonoma County and will be designed to be complementary to the investments outlined in our Capital proposal. A PHC investment will leverage the momentum and matching funds of these projects, further strengthening the impact of this grant. Similar to the capital projects, this PHC investment will further efforts of the Sonoma County Board of Supervisors to advance two of the 2017 County Strategic Priorities, to ensure *Housing for All* and to *Secure the Safety Net*. These priorities underscore a longstanding County leadership commitment to address both immediate critical needs and to invest in upstream approaches to impact the social determinants of health in Sonoma County. These PHC funds will strengthen a *Housing For All* and *Secure the Safety Net* strategy by focusing on individuals and families with significant and multiple needs who lack sufficient access to opportunities to move toward resiliency, self-sufficiency and optimal well-being, through integrating safety net services and secure housing provided by County departments, local health system partners, and community-based organizations. By focusing on facilitating placement in stable housing and partnerships to ensure whole person approaches to address the multiple determinants of health for homeless PHC beneficiaries, the project will both reduce homelessness and improve the health of high-need Sonoma County residents. Across all projects within the proposal, outcomes analytics will be critical to assess health outcomes, cost savings and sustainability through these capital projects, particularly in relation to ongoing complementary projects such as the Whole Person Care Pilot and other Housing and Safety Net projects focused on infrastructure and coordinated service delivery by public and private entities.

2. Describe the targeted population this grant would fund and why the targeted population(s) has (have) been prioritized for assistance.

Local assessments confirm that mental health, housing and economic security are critical health needs in Sonoma County. The 2016 Sonoma County Collaborative Community Health Needs Assessment, conducted jointly by St. Joseph Health, Kaiser Permanente, Sutter Health, and the County Department of Health Services, identified nine critical priorities for health improvement in Sonoma County, including mental health, substance abuse, and housing and economic insecurity. Specific to housing insecurity, results of the County's 2017 homeless point in time count identified 2,835 homeless, with 1,847 unsheltered, and 598 chronically homeless with disabilities and other co-occurring conditions. According to HUD estimates, the rate of homelessness in Sonoma County is more than twice the national average. Based on 2017 survey data, on any given night 1,461 homeless persons has a serious mental illness, with 6,305 unique episodes of homelessness each year in Sonoma County. Add to this the increasing unaffordability of housing in a local market in which many residents struggle to afford basic needs despite a relatively low unemployment rates. Notably, in the 2017 survey 71% of homeless Sonoma County residents claimed "can't afford rent" as the

primary obstacle to obtaining permanent housing. These data further underscore the need to approach health from a comprehensive, coordinated lens with a dual focus on providing access to safe, affordable, stable housing coupled with the delivery of necessary, immediate services, all of which will yield systemic improvements and sustained impact over time.

The target population for this proposal includes PHC beneficiaries who are chronically homeless, high acuity single adults with serious and persistent mental illness (SPMI) and/or substance use disorders (SUD), and other high utilizers of health care systems. The target population will also be identified through existing partnerships with housing and social service providers, primary care health homes, and referrals from hospitals. The project is designed to reduce costs by targeting residents who require respite beds with direct linkage to permanent housing, thus avoiding prolonged or inappropriate hospital stays. It will also target residents who require sober living housing options that, while considered “transitional,” have no specified residential end date, reducing the return of PHC beneficiaries with SUD to homelessness.

3. Describe which organizations are involved with the effort and describe their roles in funding and/or project implementation.

Organization	Role	Support partnerships
Catholic Charities of the Diocese of Santa Rosa	Housing and services provider. Will focus facilitation projects on rental assistance with housing location services and housing-oriented case management for participants in respite care programs.	Department of Health Services Continuum of Care Community Development Commission
Drug Abuse Alternatives Center (DAAC)	Substance abuse treatment provider. Will focus on housing placement case management, transitional and permanent supportive housing subsidies and placement services specific to permanent supportive housing.	Department of Health Services Concepts Foundation, Inc. Catholic Charities Santa Rosa Committee on the Shelterless Petaluma Sober Circle Petaluma Health care District
Community Development Commission	Former redevelopment agency, county public housing authority, homeless services planning agency and lead agency for the Continuum of Care, and Homeless Management Information System.	Continuum of Care All County Departments
Department of Health Services	Health services delivery agency. Responsible for protecting health and well-being of all residents of Sonoma County, through public health and behavioral health programs. Will provide project analytics, service coordination, and health systems impacts review.	All County departments

All members of this Project Collaborative are high performing community based organizations or government agencies with long histories providing services to Medi-Cal beneficiaries. Each organization involved works daily with the target population and has played a role in a reducing homeless count for the last six years as well as increasing county health rankings. Each participating organization has supplied a letter of support for this proposal and is committed to the cooperative project delivery model.

Catholic Charities will expand placements into permanent housing for respite clients and DAAC will provide community-based sober living beds with housing placement services to move clients into permanent housing. Rapid Re-Housing and the transitional “sober living” beds in this proposal will effectively connect clients to social, health and community support. Both Catholic Charities’ and DAAC’s components will increase client placement into permanent housing, increase health outcomes and reduce health care costs.

CDC and DHS will jointly provide oversight of the grant, facilitation of ongoing Project Collaborative planning and processes, and support analysis to maximize impact. CDC and DHS are in good standing with PHC and

the U.S. Department of Housing and Urban Development (HUD). Financial record keeping and regulatory compliance are verified with multiple annual and semi-annual external audits from state, federal and outside independent auditors.

4. Describe the collaborative process used to identify and define the identified problem and proposed grant.

The Sonoma County Community Development Commission and the Department of Health Services convened three meetings to garner community input. Invited participants included the member list of the Continuum of Care, which has 80 organizational members, and over 200 individuals participating in its planning efforts. Approximately 50 participants attended planning meetings, providing project ideas to support the crafting of a unified proposal. Target populations were chosen using the Community Health Needs Assessment and other health assessments, behavioral health data, HMIS data and CoC data analysis.

A working group comprised of representatives from St. Joseph's Health System, Santa Rosa Community Health Centers, Community Foundation Sonoma County, DHS and CDC came together to solicit project ideas and to develop the conceptual framework for the collaborative proposal for both Housing Facilitation and Capital projects. The result of this work group was the development of a "Project Collaborative" consisting of DHS, CDC, California Human Development (CHD), Catholic Charities, Committee on the Shelterless (COTS), Drug Abuse Alternatives Center (DAAC), Reach for Home, and West County Community Services (WCCS). The facilitation projects in this proposal to be deployed by two of the agencies in the Project Collaborative will successfully place high-need PHC beneficiaries into permanent housing in the community, leveraging the critical investments in capital projects included in the complementary Capital Proposal as well as other housing options throughout the County. The other four community partner agencies in the Project Collaborative are positioned to develop these capital projects to maximize the use of the PHC investment. The Project Collaborative will continue to meet, with facilitation provided by CDC and DHS, in order to support a thoughtful and transparent process to shepherd all participating projects through the pipeline using both PHC funds and additional sources.

5. Describe why the proposal is likely to be effective in improving health outcomes of PHC members. Please provide references of the same or similar programs that have been implemented in the past, if available. Describe the impact of the intervention on overall health care costs, including references if available.

Individuals experiencing homelessness have disproportionate rates of acute and chronic illnesses, which in turn, drives higher rates of hospital utilization. Lack of housing for this population complicates discharge planning and subsequent recovery, which can also lead to high rates of hospital re-admission. Housing for chronically homeless persons has been shown to significantly reduce health care costs in Sonoma County. Evaluation of the first year of the County's Homeless Outreach Service Team's placements in permanent supportive housing showed emergency department utilization reduced by 50%, and use of ambulance transports dropped 61%. The percentage with a primary health care provider increased from 48% while unsheltered to 69% in follow-up interviews 90 days post-placement. Many of these participants were housed in the Palms Inn Permanent Supportive Housing Project, which rapidly housed 104 individuals whose chronic disease was being treated by emergency room responses and reliance on first responders while these people unsheltered. In Sonoma County, Rapid Re-Housing has been demonstrated to be one of the most effective housing facilitation strategies.

Longer inpatient stays and higher emergency room utilization is a consequence of inadequate housing -- people who are experiencing homeless have no place for rest or recuperation after treatment or hospitalization. In order to address this need in Sonoma County, Kaiser Permanente, St. Joseph Health -- Sonoma County, Sutter Medical Center of Santa Rosa and the Sonoma County Department of Health Services (DHS) have partnered with Catholic Charities of the Diocese of Santa Rosa to expand and strengthen the Project Nightingale Respite Care Program in Santa Rosa.

Medical respite care is acute and post-acute medical care for homeless persons who are too ill or frail to recover from a physical illness or injury on the streets, but are not ill enough to be in a hospital. Medical respite is short-term residential care that allows homeless individuals the opportunity to rest in a safe environment while accessing medical care and other supportive services. The two most frequently cited benefits of Medical Respite Care are improvement in a homeless client's quality of life and a reduction in hospital re-admission. Early nationwide research shows that homeless patients who participate in medical respite programs are 50% less likely to be readmitted to a hospital at three months and twelve months post-hospital discharge. This application seeks to expand Nightingale's capacity to place participants in permanent housing building on the success of 11 placements in 2016. The DAAC component will expand existing programming throughout the county and will leverage a particularly strong partnership with the DHS Behavioral Health Division to identify and support clients with serious mental illness and/or substance use issues to prioritize and facilitate placement into a sober living housing facilities through rental subsidies.

6. What do you expect will be different in five (5) years as a result of implementing the proposed project? For instance, what systems will be changed? What populations will benefit?

The PHC investment in developing critical housing infrastructure and facilitation for accessing housing is essential for the continued development of a comprehensive strategy that we anticipate will have multi-generational impacts on health and well-being at a local level. This facilitation project will contribute to an ongoing reduction in homelessness, improvement in mental and physical health outcomes, increased access to services, and reduction in health care system costs by providing homeless clients in respite beds with new linkages to permanent housing, and new sober living aftercare beds. Coordination of housing, health and social services will increase as the successes of this effort are demonstrated. Specific to housing facilitation investments, supporting clients in identifying appropriate housing at key transition points and supporting navigation of housing services such as rent, utility assistance and ongoing self-management goals are critical to the success of a housing first approach. Local successes will also be bolstered by stronger shifts away from reliance on emergency shelters toward permanent housing resulting from federal and state Housing First policies.

7. Describe your organization's capacity to collect quantitative data related to the proposed project. How will you measure success?

The Homeless Management Information System (HMIS) is housed at CDC and currently used by all project partners to collect client data. As lead agency for the HMIS since its inception in 2006, CDC is uniquely positioned to provide analytical support to assess client outcomes across a range of proposed capital and facilitation investments. The Department of Health Services counts on a Health Policy, Planning and Evaluation Unit with a team of epidemiologists and analysts that oversee research and evaluation functions across DHS programs and community partnerships, including supporting data systems tracking needs of clients with serious mental illness and substance use issues. DHS serves as a data hub and is also responsible for monitoring data sharing agreements with hospitals participating in the Catholic Charities Nightingale Project, a key strength in the expansion of facilitation projects in this proposal. As part of the *Housing for All* and *Secure Safety Net* strategies, CDC and DHS, along with four additional county departments, FQHC partners, hospitals, and community service providers, are developing a shared data repository, coordinated referral system, and outcomes-focused systems change approach to assessing success across multiple interventions. This comprehensive front- and back-end information and referral system, which is in the initial stages of development, will ultimately support countywide efforts to achieve a whole person approach to address the multiple determinants of health and assess the impact of investments on priority outcomes.

Success in these particular projects will be measured by: Placement from respite and sober living beds into permanent housing; retention of permanent housing; decreases in the annual homeless count; reduced emergency room visits; improved health and mental health outcomes for residents and improved county health rankings for Sonoma County. Individual and collaborative interventions will be measured for success

through data analysis from the HMIS, annual homeless count, matched health data systems, and aligned with community needs assessments.

8. Provide measureable, attainable goals with a timeline for achieving the anticipated goals
 - Reduction in homeless count by at least 140 by end of 24 month period through Capital and Facilitation;
 - 70% of participants in sober living placements will exit to permanent housing;
 - 90% of those placed in rapid re-housing created through this effort, will retain their housing when services and rental assistance end;
 - 80% reduction in use of emergency room and overnight hospital stays by participants

For the Catholic Charities component of this proposal, 100% of Nightingale clients will be assessed for most appropriate Housing Location assistance (i.e., availability of rental units matched with adequate income or rental assistance) and approximately 30% will receive targeted Housing Location services including matching with potential housing units, facilitation of placement into housing, and Rapid Re-Housing Case Management to support continued housing stabilization post placement.

For the DAAC component of this proposal, structured housing placement, needs-based rental subsidies and participating in employment assistance, training, workshops and health status monitoring will increase over the two year period. Specific measurable goals will be determined by the Project Collaborative based on the final refined budget.

9. Describe how the impact of the proposed project will be sustained into the future beyond the 24-month grant term.

The Nightingale Project is supported currently by a contract with the Sonoma County Department of Health Services, which is funded by a consortium of local healthcare providers, including: Sonoma County Health Services, Providence/St Joseph's Health, Sutter Medical, Kaiser Permanente, and PHC. This contract includes \$100,000 in Rapid Re-Housing support for the last two years. The PHC investment will provide critical funding for housing placement for respite clients into permanent housing, thus allowing health system partners further access to respite beds. Strengthening referrals and placements from hospitals to respite beds to permanent housing is anticipated to generate demonstrable value for health system partners and support continued investment in the Nightingale program beyond the grant cycle.

DAAC's experience includes developing and sustaining projects through the acquisition of multiple Federal, State, county and private foundation grants and contracts. As a California Department of Health Care Services licensed and certified provider with Medi-Cal authorization, DAAC will continue to expand capacity and access to a wide array of Medi-Cal funded health-related services under an agreement between DHCS and the Federal government (i.e. part of the Medicaid expansion and waiver).

As with the Capital proposal, Sonoma County is committed to ensuring sustainability of the *Housing for All* and *Secure Safety Net* strategies and will leverage existing investments and learning gained through the work to develop sustainable financing mechanisms for health and well-being improvements. Sonoma County recently completed a Sustainable Financing Analysis that outlines strategies for strategic fund disbursement toward measureable outcomes, fund development to increase capital pools that can be used for shared outcomes and to address critical needs, and establishment of key governance protocols for pooled funds and shared savings mechanisms to further efforts locally to invest in, and sustain, gains in addressing health improvements.

10. Describe your organization's capacity to implement and manage the proposed project. Who will lead the effort? Describe the organization's track record for implementing similar projects. If your organization is collaborating with another organization(s), please identify the organization(s) and their role within the collaboration.

The CDC is both the Housing Authority for most of Sonoma County as well as the Community Development agency. Both of these roles require CDC to manage over \$62 million annually in the provision of housing and homeless services. CDC has funded hundreds of affordable housing projects and has established housing development and operational funding partnerships with all the partner agencies. The CDC has consistently strong financial administration verified by annual state, federal and outside audits, and proven experience in affordable housing financing, homeless services, grant funding administration and outcome analysis.

Both CDC and DHS have longstanding partnerships with the community-based organizations that will implement the projects. These relationships provide the government entities with confidence that capital development projects will proceed in a timely way. CDC and DHS intend to establish a shared analyst position, included in this proposal, to oversee the grant deliverables, facilitate the Project Collaborative work, analyze and evaluate project outcomes, and support all project participants in planning long-term strategies for sustainability.

11. Describe the challenges anticipated with implementing the proposed project and strategies to mitigate these challenges.

Anticipated challenges in this project include effective ongoing communication with partner agencies, and robust and ongoing community engagement. Given the longstanding relationship with a diverse array of community partners and the historical support of the CoC, the CDC is well positioned to overcome these issues and support the project's success. Sonoma County will face challenges in both the limited housing stock availability and the limited placement expertise at partner organizations, which is why it is essential to develop the projects within both Capital and Facilitation proposals concurrently and cooperatively to ensure housing units and beds are made available in conjunction with expanding placement capacity. Development of systematic approaches and negotiating legal protocol for shared data systems that have capacity to match and share data across legacy systems, refer clients across multiple providers, and support analytics and outcome measures tied to interventions are ongoing challenges being addressed through the *Housing for All* and *Secure Safety Net* priorities. However, deploying a comprehensive and integrated data and referral system are understood to be critical components of the long-term systems change to improve outcomes in health and well-being for high-need residents. Support from the County Board of Supervisors, participating County departments, hospital, clinic and community partners in these efforts, including support for investments in housing infrastructure as a priority local need, will continue to help mitigate these challenges.

Project Budget Narrative:

The two community agencies committed to developing facilitation projects will work collaboratively with the CDC and DHS to develop the specific allocation of capital funds. The community meetings to date have identified two partners with capacity and interest to develop projects within the upcoming two years. The conceptual approach each will add to the overarching project is noted below. This proposal requests that additional planning with these partners is necessary to establish individual funding allocations for housing facilitation efforts across these two agencies, to maximize the impact.

1) **Catholic Charities'** intervention will provide dedicated rapid re-housing services to Nightingale PHC/Medi-Cal recipients. Annually, the Sonoma County Nightingale program serves approximately 160 homeless hospital patients. Through the PHC Nightingale Rapid Re-Housing Project funding, 100% of PHC patients in Nightingale will be assessed for rapid housing placement, and up to 25% (40) will move directly into permanent housing. The impacts of this rapid housing placement include increased long-term housing stability, improved health and reduction in overall healthcare costs. Catholic Charities counts on additional \$675,000 from county and health system partners for this project.

2) **Drug Abuse Alternative Center (DAAC)** will expand access to structured sober living and supportive services for homeless and chronically homeless men and women in Sonoma County who are Medi-Cal members enrolled with Partnership Health Plan of California (PHC). DAAC will make the housing and

supportive services described in this proposal available to all eligible members. However, due to the current lack of appropriate housing opportunities and inadequate amount of funding for the target population, and the clearly demonstrated need, those Medi-Cal members participating in DAAC's Sonoma County programs and services will receive priority assessment and admission. The ultimate goal of this facilitated sober living project is permanent housing.

3) CDC and DHS will jointly secure a data and planning analyst to be a shared resource across the departments to support both the capital and facilitation projects. This staffing resource will be essential to the development of a collaborative process to ensure success in these projects. The analyst will support collaborative facilitation of partner agencies, identification and monitoring of performance criteria and metrics, evaluation and assessment of outcomes, communication with partners, and planning for long-term sustainability. CDC will also strengthen the HMIS system by integrating Application Program Interface (API) software and staff time to link the HMIS' housing placement data with DHS health status data.

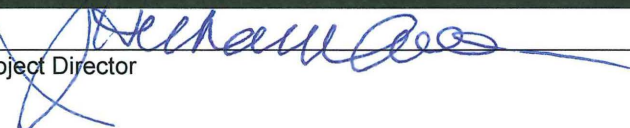
Include a description of resources your organization will use to match all, or a portion of the requested funds from PHC.

The community partner agencies will leverage at least \$959,000 for the housing facilitation projects noted above. This project will receive leveraged and matching funds within CDC and DHS to support the HMIS system and staffing from the Continuum of Care and the Homeless & Community Services and Special Projects divisions. DHS will support this project with additional data system resources and outcome-based evaluation support in coordination with CDC.

Partnership Healthplan of California Budget for Innovation Grants on Housing

Organization/Contractor: Sonoma County Community Development Commission
Project Title: Sonoma County Housing Innovation Collaborative ("Collaborative")
Project Period: December 1, 2017 to November 30, 2019
Project Director Name/Title: Jenny Abramson/Homeless & Community Services Manager
Phone: (707) 565-7509 **Email:** Jenny.Abramson@sonoma-county.org

A. Project Staff Salary and Benefits					
Name	Title	Salary	Benefits	FTE%	Total
[vacant]	Program Planning and Evaluation Analyst (C Step)	\$74,298	\$44,579	100%	\$118,876
<i>Total Salary and benefits</i>					\$118,876
B. Other Direct Costs					
Item	Description/Justification				
Homeless Management Software	HMIS Software/data gathering-sharing capacity				\$21,662
<i>Total Other Direct Costs</i>					\$21,662
C. Subcontract(s)					
Organization/Contact	Contact	Activity			
Catholic Charities	Angie Moeller	Rapid Re-housing services; Provision of respite beds; Housing and financial services			Approx. \$1,112,000
Drug Abuse Alternative Center	Susan Hertel	Permanent Housing rental subsidies/deposits for clients; Rentals subsidies for clients; Case Management			Approx. \$391,000
<i>Total subcontractor need</i>					\$1,513,000
TOTAL BUDGET REQUEST @34% OF ALLOCATION					\$1,653,538

Project Director 

Date 8/23/17

Our Partners



Addressing the health and housing needs of Sonoma County's most vulnerable residents is a critical need in our community, as evidenced by the comprehensive health needs assessment conducted in 2016. The funding from Partnership Health is an incredibly important opportunity to focus in a collaborative way on the integration of services for high-utilizers of our healthcare system. Community Foundation Sonoma County

applauds Partnership Health for providing this critical funding for our community and supports the application put forward by the Department of Health Services and the Community Development Commission. – **Elizabeth Brown, CEO and President, Community Foundation Sonoma County**

With one percent of the County's population, the lower Russian River hosts 9% of its homeless residents. In the past 18 months, 15 local homeless individuals have died from homeless related causes. The solution is supportive housing. West County Community Services and West County Health Centers have joined together, in this proposal, to implement this solution. - **Tim Miller, Executive Director**



California Human Development welcomes the opportunity to partner with local organizations to provide crucial housing solutions for our homeless, and at-risk of homeless populations. PHC funding would serve as a cornerstone of our determination to provide affordable and stable housing options, as a step toward reducing health disparities for

our most vulnerable community members. We look forward to working collaboratively with PHC in our efforts to achieve health equity for all people in Sonoma County. – **Anita Maldonado, CEO**

Reach for Home believes this proposed grant demonstrates our willingness to work together for projects that involve key community stakeholders in a wide range of geographic area to address the needs of the Medi-Cal population in our area. We are confident that this effort will provide the best use of funds to the organizations that have the most impact in Sonoma County. Sonoma County Community Development Commission is a trusted partner with a history of insuring success with the agencies they serve and we look forward to working with them on this important grant. - **Colleen Carmichael, Executive Director**



We are writing in support of the combined application to Partnership Health Plan for the Local Innovation Grants on Housing from the Sonoma County Department of Health Services. Committee on the Shelterless (COTS) is included in this application, has participated in the collaborative application process, and endorses both the process and content of the application. - **Mike Johnson, CEO**

The Nightingale Rapid Re-Housing Project will provide Sonoma County PHC homeless patients about to exit hospital care, or who are in Nightingale Respite care, direct housing location, case management and flexible short to medium term financial assistance and rapid housing placement in the existing rental market. The Nightingale facility is a project of Catholic Charities, who contracts with PHC, and other health care providers, through the County of Sonoma to provide respite shelter services for individuals experiencing homelessness discharged from hospital care. The PHC Nightingale Rapid RE-Housing Project will assess 100% of PHC patients in Nightingale for Rapid Re-Housing placement, and 40 will move directly into permanent housing. The impacts of permanent housing on PHC clients will include increased long term housing stability, improved health and reduction in overall health costs, both for the participant, and the health system as a whole. - **Pamela Swan, Associate Director of Advancement**





This collaborative effort brings together multiple partners that are experts in their field, to help PHC members who are homeless get on and stay on a path to sobriety, housing and health. This grant can help alleviate the strain on the health care system and improve the lives of each of the participants that will be housed through this grant. We fully support this collaborative effort and

look forward to working on this project with these partners. - **Susan Hertel, Outpatient Services Director**

Santa Rosa Community Health fully supports the Housing Facilitation and Capital Grant applications and the collaborative approach the Community Development Commission has maintained throughout this process. The proposal is the result of a cooperative process among organizations, including Santa Rosa Community Health, with proven service delivery, administrative, and financial management capacities. The proposal will serve Partnership HealthPlan beneficiaries and will make a dramatic difference in the housing capacity for homeless, medically fragile people living in our community. This represents a well-balanced approach to significantly increasing housing capacity and access in Sonoma County, while aligning with the County's Board of Supervisors' Housing for All and Securing the Safety Net objectives.



Santa Rosa Community Health and its Board of Directors are proud to offer our support for this comprehensive proposal that will make a lasting impact in reducing homelessness and the complex social and health consequences from being homeless. I urge PHC to make this investment in the health of Sonoma County. – **Naomi Fuchs, Chief Executive Officer**



ATTACHMENT D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”), effective as of May 1, 2018 (“Effective Date”) is entered into by and between PARTNERSHIP HEALTHPLAN OF CALIFORNIA (the “Plan” or “Covered Entity”) and SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION (“Business Associate”). PARTNERSHIP HEALTHPLAN OF CALIFORNIA and SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION may be referred to individually as a “Party” or collectively as “Parties.”

WHEREAS, the Parties have entered into a Memorandum of Understanding effective May 1, 2018 (“Agreement”) which may require Business Associate’s use or disclosure of protected health information (“PHI”) in performance of the services described in the Agreement on behalf of the Plan.

WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any regulations promulgated thereunder (collectively the “HIPAA Rules”).

WHEREAS, this BAA, in conjunction with the HIPAA Rules, sets forth the terms and conditions pursuant to which PHI (in any format) that is created, received, maintained, or transmitted by, the Business Associate from or on behalf of the Plan, will be handled between the Business Associate, the Plan and with third parties during the term of the Agreement(s) and after its termination.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Availability, Breach, Confidentiality, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Integrity, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. SPECIFIC DEFINITIONS

- 2.1 Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION.
- 2.2 Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean PARTNERSHIP HEALTHPLAN OF CALIFORNIA.
- 2.3 HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

- 2.4 Services. “Services” shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by Business Associate to the Plan under the Agreement, including those set forth in this BAA, as amended by written consent of the parties from time to time.

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- 3.1 Not use or disclose PHI other than as permitted or required by the BAA or as required by law;
- 3.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the BAA;
- 3.3 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Plan. Business Associate shall comply with the applicable standards at Subpart C of 45 CFR Part 164;
- 3.4 Promptly report to the Plan any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including, but not limited to, Breaches or suspected Breaches of unsecured PHI under 45 CFR 164.410, and any Security Incident or suspected Security Incidents of which it becomes aware. Business Associate shall report the improper or unauthorized use or disclosure of PHI within 24 hours to the Plan. Business Associate shall take all reasonable steps to mitigate any harmful effects of such Breach or Security Incident. Business Associate shall indemnify the Plan against any losses, damages, expenses or other liabilities including reasonable attorney’s fees incurred as a result of Business Associate’s or its agent’s or Subcontractor’s unauthorized use or disclosure of PHI including, but not limited to, the costs of notifying individuals affected by a Breach;
- 3.5 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- 3.6 Make available PHI in a designated record set to the Plan as necessary to satisfy the Plan’s obligations under 45 CFR 164.524;
- 3.7 Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Plan pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the Plan’s obligations under 45 CFR 164.526;
- 3.8 Forward any requests from a Plan member for access to records maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding access to records;

- 3.9 Direct any requests for an amendment from an individual as soon as they are received to the Plan. The Business Associate will incorporate any amendments from the Plan immediately upon direction from the covered entity;
- 3.10 Maintain and make available the information required to provide an accounting of disclosures to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.528;
- 3.11 Forward any requests from a Plan member for an accounting of disclosures maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding the provision of an accounting of disclosures;
- 3.12 To the extent the Business Associate is to carry out one or more of the Plan's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 3.13 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Agreement.
- 4.2 Business Associate must obtain approval from the Plan before providing any de-identified information in accordance with 45 CFR 164.514(a)-(c). Business Associate, if approved, will obtain instructions for the manner in which the de-identified information will be provided.
- 4.3 Business Associate may use or disclose PHI as required by law.
- 4.4 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Plan's minimum necessary policies and procedures.
- 4.5 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Plan except for the specific uses and disclosures set forth below.
- 4.6 Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- 5.1 The Plan shall notify Business Associate of any limitations in the notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 5.2 The Plan shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.3 The Plan shall notify Business Associate of any restriction on the use or disclosure of PHI that the Plan has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

- 6.1 The Plan shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

7. TERM AND TERMINATION

- 7.1 Term. The Term of this BAA shall be effective as of May 1, 2018 and shall terminate on the expiration date of the Agreement or on the date the Plan terminates for cause as authorized in Paragraph 7.2 below, whichever is sooner.
- 7.2 Termination for Cause. Business Associate authorizes termination of this BAA by the Plan, if the Plan determines, in its sole discretion, that Business Associate has violated a material term of this BAA and either:
 - 7.2.1 The Plan provides Business Associate an opportunity to cure the Breach or end the violation within a time specified and Business Associate does not cure the Breach or end the violation within the time specified by the Plan; or
 - 7.2.2 The Plan immediately terminates this BAA upon notice if the Plan determines, in its sole discretion, that a cure is not possible.
- 7.3 Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from the Plan, or created, maintained, or received by Business Associate on behalf of the Plan, shall:
 - 7.3.1 Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 7.3.2 Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the Business Associate still maintains in any form;
 - 7.3.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

- 7.3.4 Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at section 4 of this BAA which applied prior to termination; and
- 7.3.5 Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

7.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

8. MISCELLANEOUS

- 8.1 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of Parties, any rights, remedies, obligations or liabilities whatsoever.
- 8.2 Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.
- 8.3 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 8.4 Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.
- 8.5 Counterparts; Facsimile Signatures. This BAA may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. This BAA may be executed and delivered by facsimile or in PDF format via email, and any such signatures will have the same legal effect as manual signatures. If a Party delivers its executed copy of this BAA by facsimile signature or email, such party will promptly execute and deliver to the other party a manually signed original if requested by the other party.

Acknowledged and agreed:

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Offshoring of Protected Health Information Attestation

As a Business Associate of Partnership HealthPlan of California (PHC) you are committed to complying with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and PHC's business associate agreement. Please indicate below your compliance with the requirements of HIPAA, HITECH, and PHC's business associate agreement.

Name of Business Associate: _____

Type of Service(s) Provided: _____

Please provide the proper contact information relating to the protection of health information for the following:

First Point of Contact Name, Title: _____

First Point of Contact Mailing Address: _____

First Point of Contact Phone: _____

First Point of Contact Fax: _____

First Point of Contact Email: _____

Second Point of Contact Name, Title: _____

Second Point of Contact Mailing Address: _____

Second Point of Contact Phone: _____

Second Point of Contact Fax: _____

Second Point of Contact Email: _____

Website URL: _____

Part I. Offshore Inquiry

Does the Business Associate handle any protected health information (PHI) offshore?
 The term offshore refers to any country that is not within the United States or one of the United States territories (American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands). Yes
 No

If "Yes," please provide the following information:
 Offshore country:
 Offshore address:
 Describe offshore activities related to PHI (e.g. call center, claims processing):

Does the Business Associate utilize offshore subcontractors?
 Subcontractors that are considered offshore can be either American-owned companies with certain portions of their operations performed outside the United States or foreign-owned companies with their operations performed outside the United States. Offshore subcontractors provide services that are performed by workers located in offshore countries, regardless of whether the workers are employees of American or foreign companies. Yes
 No

If the response to either question above is "Yes," do any of the offshore activities, either directly or through subcontracting, involve the processing, handling, or accessing PHI? Yes
 No

If "No," the survey is complete. Please sign and return to the PHC Contract Administration Unit. Addresses are at the end of this document.

If "Yes," continue filling out the form.

This form must be completed in full for each new offshore subcontractor that handles PHI and sent to PHC within 30 calendar days from the date the contract is signed with the offshore subcontractor to PHC. Complete the form in full and provide to PHC in the event that the Organization itself begins providing offshore services.

Part II. Offshore Subcontractor Information

Enter requested information consecutively for each subcontractor in the area provided. Also, provide the Business Associate's information if offshore services are provided by the Organization itself.

Offshore subcontractor name:
 Offshore subcontractor country:
 Offshore subcontractor address:
 Describe offshore contractor functions:
 Proposed or actual effective date for offshore subcontractor (MM/DD/YY):

Part III. Precautions for offshore PHI

Describe the PHI that will be provided to the offshore subcontractor or utilized in the offshore arrangement:

Discuss why providing PHI is necessary to accomplish the objectives of the offshore arrangement:

Describe alternatives considered to avoid providing PHI, and why each alternative was rejected:

Part IV. Attestation of safeguards to protect PHI offshore

The offshore arrangement has policies and procedures in place to ensure that PHC beneficiary PHI remains secure.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The offshore arrangement has policies and procedures in place that allow for immediate termination of the subcontract upon discovery of a significant security breach.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The offshore arrangement prohibits subcontractor's access to PHC beneficiary PHI data not associated with the Business Associate's contract with the offshore subcontractor.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The offshore arrangement includes all requirements outlined in PHC's business associate agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No

By signature, I certify that the information provided here is true and correct and I understand that the Office for Civil Rights and/or PHC may request additional information to substantiate the statements made in this attestation:

Signature: _____ **Date:** _____

Print Name:		Title:	
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Upon completion, submit the completed form using one of the following methods:

Fax: (707) 639-5502 Attn: PMO Contract Manager	Email: ContractAdmin@partnershiphp.org	Mail: Partnership HealthPlan of California Attn: PMO Contract Manager 4665 Business Center Drive Fairfield, CA 94534
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County of Sonoma
State of California

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, and the Board of Commissioners of the Sonoma County Community Development Commission.

Whereas, on April 19, 2018, Partnership HealthPlan of California notified the Sonoma County Community Development Commission (SCCDC) of their approval to award grant funds as outlined in the referenced Memorandum of Understanding and

Whereas, The Board of Supervisors and the Board of Commissioners have authorized the Executive Director of the SCCDC to execute Memoranda of Understanding (MOUs) with Partnership HealthPlan of California to receive grant awards not to exceed \$2,919,916 and

Whereas, The Board of Supervisors and the Board of Commissioner have authorized the Executive Director of the SCCDC to execute sub-award contracts for delivery of grant funded services,

Now, Therefore, Be It Resolved

The Board of Supervisors approves a one-time increase to the Sonoma County Community Development Commission's FY1718 Budget for Revenue and Expenditures related to Partnership Health Plan Grant funded activities which are estimated to occur prior to June 30, 2018.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

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

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

Detail Row 1					-
Detail Row 2					-
Detail Row 3					-
Summary Row		-	-	-	-

COMMUNITY DEVELOPMENT COMMISSION - OTHER FUND

Detail Row 1	[FUND 46040] One-time Increase to Revenue and Expenditures cover cost of Partnership Health Plan Grant funded activities which are estimated to occur within the Fiscal Year 1718.		68,930	68,930	-
Summary Row	[FUND 46040] One-time Increase to Revenue and Expenditures cover cost of Partnership Health Plan Grant funded activities which are estimated to occur within the Fiscal Year 1718.	-	68,930	68,930	-

Total Requested Adjustments	0	68,930	68,930	0	0
Subtotal of General Fund Changes	0	0	0	0	0
Subtotal of Other Fund Changes	0	68,930	68,930	0	0

Department Name:

COMMUNITY DEVELOPMENT COMMISSION

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

General Fund									
Fund ID	Section/Subsection ID	Section/Subsection Title	Acct ID	Account Title	Program	SubProgram	Recurring	One time	Budgeted
Other Funds									
46040	14420100	Housing Element/GF Prog	46215	Other Grants				68,930	68,930
									-
									-
Total Other Fund Revenue Adjustment							-	68,930	68,930
xxxxx			58XXX						-
xxxxx			58XXX						-
xxxxx			58XXX						-
Total Other Fund Reimbursement Adjustment*							-	-	-
Total Other Fund Revenue & Reimbursement Adjustment							-	68,930	68,930
46040	14420100	Housing Element/GF Prog	53012	Support and Care of Persons				68,930	68,930
									-
									-
									-
Total Other Fund Gross Expenditure Adjustment							-	68,930	68,930
Total Other Fund Net Cost Adjustment							-	-	-
Department Total Revenue & Reimbursement Adjustment							-	68,930	68,930
Department Total Gross Expenditure Adjustment							-	68,930	68,930
Department Total Net Cost Adjustment							-	-	-

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



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works
Community Development Commission

Staff Name and Phone Number:

Johannes J. Hoevertsz (707) 565-2231
Margaret Van Vliet, (707) 565-7505

Supervisorial District(s):

First

Title: Land Lease Agreement between The Joseph C. Bellan and Verna J. Bellan 2000 Revocable Living Trust, the Sonoma County Community Development Commission, and the Department of Transportation and Public Works for Highway 12 in Boyes Hot Springs for the design and construction of parking facilities.

Recommended Actions:

Authorize the Executive Director of the Sonoma County Community Development Commission and the Chair in conjunction with the Department of Transportation and Public Works to execute a Property Lease Agreement for a twenty (20) year term with two five (5) year options for extension, authorizing a payment of \$1,158 monthly for the first year and increasing annually; with Joseph C. Bellan and Verna J. Bellan, Trustees of the of the Joseph C. Bellan and Verna J. Bellan 2000 Revocable Living Trust for land in Boyes Hot Springs (APN: 056-303-028).

Executive Summary:

The Department of Transportation and Public Works (TPW) is requesting the Board of Supervisors authorize the Executive Director of the Sonoma County Community Development Commission (CDC) and the Chair to execute an inter-agency Property Lease Agreement, for a parcel of land located at 17880 Sonoma Highway in Boyes Hot Springs.

The intent of leasing this land is to construct a parking facility to alleviate parking issues in the Boyes Hot Springs area created with the widening of the highway in the State Route 12 Corridor Improvement Project. The CDC will use the subcontracted Successor Agency funds in combination with Reinvestment and Revitalization (R&R) funds that flows directly to the CDC to complete the planned parking mitigation work set forth in the original Highway 12 Improvements Agreement.

Discussion:

In 2016, your Board approved an agreement between the CDC and DTPW to provide \$1,373,153 from former Redevelopment Successor Agency Funds and \$826,847 in Reinvestment and Revitalization (R&R) funds for parking mitigation as set forth in the 2011 Public Improvements Agreement for the Highway 12 Project. Under the proposed Inter-Agency Agreement, the CDC has been working to identify potential parking locations, negotiate the terms of acquisition, and to the extent funding is available, contract for development of parking lots in the Boyes Hot Springs area as related to the State Route 12 Corridor Improvement Project.

The State Route 12 Corridor Improvement Project has completed the construction of pedestrian and bicycle facilities, roadway widening, asphalt, pavement replacement, installation of curbs, gutters and sidewalks, storm water treatment devices, pedestrian level streetlights, and traffic signal modifications on State Route 12 between Agua Caliente Road and Boyes Blvd in the Springs area of Sonoma Valley. The construction of the pedestrian and bicycle facilities was intended to promote alternative transportation methods to automobiles. A majority of the highway through Boyes Hot Springs is now deemed as no parking zones, and there is consequently a shortage of parking availability in the Boyes Hot Springs area. The lease of this parcel and subsequent construction of a parking facility will provide much needed additional parking.

The subject property is a vacant parcel comprising approximately 14,475 square feet. The property was a key construction staging area for the State Route 12 Corridor Improvement Project and the property's proximity to Sonoma Highway enabled construction crews to store and move construction materials and vehicles efficiently and quickly. Survey, design and construction of the parking facility can commence immediately after the execution of the agreement.

TPW will act as the project lead for the design, construction, and ongoing maintenance of the facility that will be located at this site. Funding for the monthly cost of the lease agreement will be provided through the CDC Reinvestment & Revitalization (R&R) funds.

Prior Board Actions:

06/14/16 – Approved Inter-Agency Agreement between the Sonoma County Community Development Commission and the Department of Transportation and Public Works for Highway 12 Parking Mitigation

03/29/16 – Approved \$826,947 in R&R funds to fund the \$2.2 million parking mitigation under the Successor Agency-DTPW Highway 12 Agreement.

09/24/13 – Approved First Amendment to the Highway 12 Agreement, extending the term of the Agreement to December 31, 2016.

02/28/12 – Approved Highway 12 Agreement.

01/18/11 – Approved \$13,003,490 Public Improvements Agreement for the Highway 12 Project.

Strategic Plan Alignment Goal 3: Invest in the Future

The project invests in the future by constructing public infrastructure to ensure a reliable transportation network for the community.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		\$13,896	\$15,633
Additional Appropriation Requested			
Total Expenditures		\$13,896	\$15,633
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance		\$13,896	\$15,633
Contingencies			
Total Sources		\$13,896	\$15,633
Narrative Explanation of Fiscal Impacts:			
This project will be funded through CDC Reinvestment and Revitalization (R&R) funds, and were included in 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:			
Lease Agreement; Map of Parcel			
Related Items "On File" with the Clerk of the Board:			

GROUND LEASE

THE JOSEPH C. BELLAN AND VERNA J. BELLAN
2000 REVOCABLE LIVING TRUST

AS LANDLORD

COUNTY OF SONOMA
AS TENANT



FOR THE REAL PROPERTY LOCATED AT

17880 Sonoma Highway Boyes Hot Springs,
California 95476

DATED

3/29/18

GROUND LEASE WITH RIGHT OF FIRST REFUSAL TO PURCHASE

This Ground Lease ("Lease") made this 29th day of MARCH, 2018 ("Effective Date"), by and between **JOSEPH C. BELLAN AND VERA J. BELLAN, AS TRUSTEES OF THE JOSEPH C. BELLAN AND VERA J. BELLAN 2000 REVOCABLE LIVING TRUST** ("Landlord"), and the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Tenant"). Landlord and Tenant are sometimes collectively referred to herein as the "parties" and singularly, as a "party."

**ARTICLE 1
PREMISES**

By this Lease, Landlord has leased and does hereby lease to Tenant, and Tenant does hereby take and hire from Landlord, that certain real property comprising approximately fourteen thousand four hundred seventy-five (14,475) square feet, as more particularly described in Exhibit A attached hereto, located at 17880 Sonoma Highway, Boyes Hot Springs, California 95476, further described, as of the Effective Date, as County of Sonoma Assessor's Parcel Number 056-303-028, together with all rights of ingress and egress and all appurtenances thereto (the "Premises").

**ARTICLE 2
TERM**

2.1 Term. The term of this Lease ("Lease Term") shall commence on the date which is thirty (30) days after the Sonoma County Board of Supervisors approves it by a majority vote in open public session (the "Commencement Date") and shall expire on the date which is twenty (20) years after said Commencement Date ("Expiration Date"), subject to any option, renewal or extension rights of Tenant as provided for in this Lease.

2.2 Inability to Deliver Possession. If Landlord, for any reason whatsoever, is unable to deliver possession of the Premises to Tenant by the Commencement Date, then Tenant may withhold from the first rental payment and subsequent rental payments as may be necessary, as liquidated damages, an amount equal to one times the Rent otherwise due for each day after the Commencement Date for which Landlord has failed to give Tenant possession of the Premises. Notwithstanding the foregoing, if Landlord, for any reason whatsoever, fails to give Tenant possession of the Premises by the date which is three hundred sixty-five (365) days after the Commencement Date, Tenant at its option shall have the right, by giving Landlord five (5) days' prior written notice of its intention to do so, to immediately cancel this Lease and recover the additional sum of sixteen (16) months' Rent from Landlord, as liquidated damages.

2.3 Option To Extend Term. Landlord grants to Tenant two (2) options to extend the Lease Term ("Extension Option"), each for a period of five (5) years ("Option Term"), subject to the conditions described in this Section 2.3.

2.3.1 Conditions of Option. The Extension Option may be exercised only by written notice delivered by Tenant to Landlord as provided in Subsection 2.3.3 and only if, as of the date of delivery of the notice, Tenant is not in material default under this Lease after the expiration of any applicable cure periods. If Tenant properly exercises the Extension Option, the Lease Term, as it applies to the entire Premises then leased by Tenant, shall be extended for the Option Term.

2.3.2 Option Rent. The rent payable by Tenant during any Option Term shall be equal

to ninety-five percent (95%) of the then Market Rental Value of the Premises, as bare land, not taking into account any improvements made by Tenant. For purposes of this section, Market Rental Value of the Premises shall be the monthly rental rate per square foot of land at which tenants lease comparable land as of the commencement of the Option Term, multiplied by the square footage of the Premises. For this purpose, "comparable land" shall be bare land that is: (a) not subleased; (b) not leased to a tenant that holds an ownership interest in the Landlord; (c) comparable in size to the Premises; (d) leased for a term comparable to the Option Term; and (e) located in Boyes Hot Springs.

2.3.3 Exercise of Option. The Extension Options must be exercised by Tenant, if at all, only at the time and in the manner provided in this Subsection 2.3.3. If Tenant wishes to exercise its Extension Option with respect to an Option Term, Tenant shall deliver written notice to Landlord no less than one hundred fifty (150) days before the expiration of the initial Lease Term or first Option Term as the case may be. The parties shall have thirty (30) days after Landlord receives the option notice in which to agree on the Market Rental Value of the Premises for the Option Term. If the parties agree on the Market Rental Value of the Premises for the Option Term during that period, they shall promptly execute an amendment in accordance with Section 2.3.4. If the parties are unable to agree on the Market Rental Value of the Premises in accordance with Section 2.3.2 within that period, then within ten (10) days after the expiration of that period each party, at its cost and by giving notice to the other party, shall appoint a real estate appraiser with a California General Certification and an M.A.I. designation (or equivalent) and at least five (5) years' full-time commercial appraisal experience in the area and market in which the Premises are located to appraise and set the Market Rental Value of the Premises in accordance with Section 2.3.2 for the Option Term. If a party does not appoint an appraiser within ten (10) days after the other party has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the Market Rental Value of the Premises for the Option Term. If the two appraisers are appointed by the parties as stated in this Section, they shall meet promptly and attempt to set the Market Rental Value of the Premises. If they are unable to agree within thirty (30) days after the second appraiser has been appointed, they shall attempt to elect a third appraiser meeting the qualifications stated in this Section within ten (10) days after the last day the two appraisers are given to set the rent. If they are unable to agree on the third appraiser, either of the parties to this Lease by giving ten (10) days' notice to the other party can file a petition with the American Arbitration Association solely for the purpose of selecting a third appraiser who meets the qualifications stated in this Section. Each party shall bear half the cost of the American Arbitration Association appointing the third appraiser and of paying the third appraiser's fee. The third appraiser, however selected, shall be a person who has not previously acted in any capacity for either party. Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the Market Rental Value of the Premises for the Option Term. If a majority of the appraisers are unable to set the Market Rental Value of the Premises within the stipulated period of time, the three valuations shall be added together and their total divided by three; the resulting quotient shall be the Market Rental Value of the Premises for the Premises during the Option Term. If, however, the high evaluation is more than five percent (5%) higher than the middle evaluation, the high evaluation shall be disregarded. If the high evaluation is disregarded, the remaining two amounts shall be added together and their total divided by two; the resulting quotient shall be the Market Rental Value for the Premises during the Option Term. After the rent for the Option Term has been set, the Brokers shall immediately notify the parties. If Tenant objects to the rent that has been set, Tenant shall have the right to have the Lease expire at the end of the initial Lease Term or first Option Term, as the case may be. Tenant's election to allow this Lease to expire at the end of the initial Lease Term or first Option Term must be exercised within thirty (30) days after receipt of notice from the appraisers of the Market Rental Value of the Premises. In setting the Market Rental Value of the Premises for the Option Term, the appraiser or appraisers shall consider the use to which the Premises are restricted under this Lease and shall not consider the highest and best use for the Premises without regard to the restriction on use of the Premises contained in this Lease.

2.3.4 Amendment to Lease. If Tenant timely exercises an Extension Option, Landlord and Tenant shall promptly execute an amendment to this Lease extending the Lease Term on the terms and conditions set forth in this Section 2.3. Execution of that amendment shall not be a condition precedent to the effectiveness of the Option Term.

2.4 Termination by Tenant. Tenant shall have the option, upon one hundred twenty (120) days prior written notice to Landlord, to terminate this Lease for any reason or for no reason. In the event Tenant terminates this Lease pursuant to this Section, and not for any reason set forth in Section 16.1, below, then Tenant shall pay Landlord a termination penalty in an amount equal to the unamortized balance of the leasing commission paid to Landlord's broker, on a straight-line basis over the 20-year initial Lease Term.

2.5 Holding Over. Any holding over by Tenant shall not be nor be construed to be a renewal of the term of this Lease but shall constitute a month to month tenancy which may be terminated by either party upon ninety (90) days prior written notice to the other party, and shall otherwise be on the same terms and conditions herein set forth and at the rental applicable to ten percent (10%) over the last month of the Lease Term.

2.6 No Third Party Leases or Other Agreements. Landlord hereby represents and warrants to Tenant, as of the Commencement Date, that there are no leases, amendments to leases, licenses, concession agreements, deed(s) of trust, loan agreements, contracts or similar agreements affecting the Premises, and that no consent by any lender or other third party is required in order for Landlord to enter into this Lease. Landlord represents and warrants to Tenant, as of the Commencement Date, that there will be no third parties in possession of the property comprising the Premises, and that Landlord shall deliver exclusive possession of Premises to Tenant on the Commencement Date. Landlord shall not, after the Effective Date, enter into any lease, amendment of lease, license, concession agreement, contract or other agreement, or modify any lease, license, concession agreement, contract or other agreement pertaining to the Premises.

2.7 Leasehold Title Insurance Policy. Tenant intends to purchase, at Tenant's cost, a leasehold policy of title insurance to insure Tenant's leasehold estate in the Premises under this Lease for the Lease Term. On or before the Effective Date, Landlord shall convey to Tenant insurable leasehold title to the Premises and all appurtenances thereto, and Landlord agrees to cooperate with Title Company by executing such other agreements and instruments as Title Company may require in connection with issuance of the title insurance policy described above. In the event that the Title Company requires a memorandum of this Lease be recorded as a condition of issuing the leasehold title insurance policy, then Landlord shall cooperate by signing such a memorandum of lease, provided, however, that such memorandum shall include language confirming that Tenant is not asserting any interest other than that of a tenant (i.e. that Tenant does not assert any fee-simple interest in the Premises). Evidence of insurable leasehold title shall be the issuance by Title Company of a CLTA Leasehold Policy of Title Insurance, in the amount of Nine Hundred Nine Hundred Thousand Dollars (\$900,000) (estimated cost of parking lot improvements), insuring leasehold title to the Premises and the appurtenances to Tenant, subject only to such exceptions as Tenant shall approve. The term "Title Company" as used in this Section shall mean First American Title Company, 627 College Avenue, Santa Rosa, California, 95404; Attention: Leslie Hanes.

2.8 Condition of Premises Upon Commencement Date. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date (as defined above) in accordance with Section 2.6, in clean and good condition, free from all personal and business property, including, without limitation, all

vehicles, fixtures, trade fixtures, debris, rubbish, waste and other material.

**ARTICLE 3
USE OF PREMISES**

The Premises shall be used by Tenant for the construction, repair, maintenance, re-construction and operation of a municipal parking lot, municipal parking garage, or for any other lawful purpose.

**ARTICLE 4
RENT**

4.1 Rent. Tenant shall pay to Landlord base rent ("Rent") in equal monthly installments as set forth in the table below:

Lease Year	Base Rent	Base Rent Per Sq. Ft. Per Month
1	\$1,158.00	8¢
2	\$1,302.75	9¢
3	\$1,447.50	10¢
4	\$1,592.25	11¢
5	\$1,737.00	12¢
6-10	\$1,881.75	13¢
11-15	\$1,975.84	13.7¢
16-20	\$2,074.63	14.3¢

4.2 Payment of Rent. Rent shall be paid in advance on or before the first day of every calendar month during the Lease Term. Payment shall be made at the address set forth in Section 15.3 or at any other place that Landlord may from time to time designate in writing. The Rent for the first full calendar month of the Lease Term shall be paid at least fifteen (15) days prior to the Commencement Date. If any payment date (including the Commencement Date) for Rent falls on a day other than the first day of that calendar month, or if any Rent payment is for a period shorter than one calendar month, the Rent for that fractional calendar month shall accrue on a daily basis for each day of that fractional month at a daily rate equal to 1/30 of the monthly Rent for the prorated month. All other payments or adjustments that are required to be made under the terms of this Lease and that require proration on a time basis shall be prorated on the same basis.

**ARTICLE 5
IMPROVEMENTS**

5.1 Improvements. During the term of this Lease, Tenant shall have the right to make alterations, installations, additions, or improvements to the Premises, including the development of a municipal parking lot, parking garage, and the installation of signage required in connection with Tenant's business. Landlord shall cooperate with Tenant in securing building and other permits that may be necessary in connection with Tenant's use and improvement of the Premises. Improvements made by Tenant at any time to the Premises during the Lease Term (including any Option Terms) shall be and remain the property of Tenant. Upon the expiration or earlier termination of this Lease, with respect to improvements made by Tenant, Tenant shall have the option of: (1) leaving such improvements, in which case they shall be deemed to be the property of Landlord upon the date of termination; or (2) removing

such improvements within sixty (60) days after termination of this Lease provided: (a) Tenant gives Landlord ten (10) days' prior written notice of its intent to remove such improvements, (b) Tenant shall repair any damage caused to the Premises from removing such improvements, ordinary use, wear and tear excepted, and (c) Tenant shall pay Landlord monthly Rent in the same monthly amount paid to Landlord during the last month of the Lease Term.

5.2 Tenant's Right to Grant Easements. Tenant shall have the right, at its sole cost and expense, to install, lay construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections; water, oil and gas pipelines; and telephone and internet lines and such other appliances and appurtenances necessary or convenient to use in connection therewith, over, in, upon, through, across and along the Premises, the appurtenances thereto, or any part thereof. Tenant also reserves the right to grant franchises, concessions, easements, rights-of-way and permits in, over, and upon, along or across any and all portions of said Premises, as Tenant may elect.

**ARTICLE 6
TAXES, INSURANCE, UTILITIES AND SERVICES**

6.1 Taxes. Tenant is fully responsible for and agrees to pay, all real and personal property taxes, general and special assessments, and other taxes of every description (collectively "Taxes"), levied on or assessed against the Premises, personal property located on or in the land or improvements, the leasehold estate, to the full extent of installments falling due during the Lease Term. Tenant shall make all such payments directly to the assessing authority, at least ten (10) days before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, the law expressly permits the payment of any, or all, of the above items, in installments (whether or not interest accrues on the unpaid balance), Tenant may, at Tenant's election, utilize the permitted installment method, but shall pay each installment, with any interest, before delinquency. Regardless of which method is utilized, Tenant shall use reasonable efforts to provide Landlord with written evidence that the Taxes have been paid within fifteen (15) days of each actual payment therefor. Notwithstanding anything contained in this Lease, Tenant may apply, at Tenant's cost, to the taxing authority or authorities for exemption of any or all Taxes, and, if such application(s) are approved, Tenant shall not be required to pay such Taxes to the extent exempted.

6.2 Insurance. Tenant shall obtain the following insurance from insurance companies or may self-insure some or all of the limits at the option of Tenant.

6.2.1 Liability Insurance. Commercial General Liability insurance, including coverage for personal injury and property damage for all activities of Tenant arising out of or in connection with this Lease using an occurrence policy form, with policy limits of not less than Two Million Dollars (\$2,000,000) combined single limit for each occurrence.

6.2.2 Workers' Compensation. Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of California.

6.2.3 Fire Insurance. Fire insurance with standard extended coverage, including vandalism and malicious mischief endorsements, covering Tenant's personal property and improvements on or about the Premises to the extent of at least eighty percent (80%) of their full replacement cost, without depreciation.

6.3 Utilities. Tenant shall be responsible for the provision of and payment for any and all

utilities required by Tenant during the Lease Term. Tenant shall also be responsible for the provision and payment of rubbish removal from the Premises during the Lease Term.

6.4 Repairs, Maintenance and Services. Tenant shall be responsible for all repairs, maintenance, utilities, sweeping, re-stripping, cleaning, and similar operating expenses for the parking lot and other improvements, at Tenants sole cost and expense.

**ARTICLE 7
INDEMNITY**

7.1 Indemnification of Landlord. Tenant agrees to indemnify Landlord against and save Landlord harmless from any and all loss, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs incurred in connection with or arising from: (a) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed; (b) the use or occupancy or manner of use or occupancy of Tenant; (c) the condition of the Premises or any occurrence on the Premises from any cause whatsoever, except to the extent caused by the negligence or willful misconduct of Landlord; or (d) any acts, omissions or negligence of Tenant or of the contractors, agents, servants, employees, visitors or licensees of Tenant in, on or about the Premises. Tenant's obligations under this Section 7.1 shall survive the termination of the Lease.

7.2 Indemnification of Tenant. Landlord agrees to indemnify Tenant against and save Tenant harmless from any and all loss, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs incurred in connection with or arising from: (a) any default by Landlord in the observance or performance of any of the terms, covenants or conditions of this Lease on Landlord's part to be observed or performed; (b) the use or occupancy or manner of use or occupancy of the Premises by Landlord or any person or entity claiming through or under Landlord, except Tenant; (c) the condition of the Premises from any cause whatsoever except to the extent caused by the negligence or willful misconduct of Tenant; or (d) any acts, omissions or negligence of Landlord or of the contractors, agents, servants, employees, visitors or licensees of Landlord in, on or about the Premises. Landlord's obligations under this Section 7.2 shall survive the termination of the Lease.

**ARTICLE 8
EMINENT DOMAIN**

8.1 Appropriation. In the event of any taking of or damage to all or any part of the Premises, including any interest therein or appurtenant thereto, by reason of any exercise of the power of eminent domain, whether by a condemnation proceeding, inverse condemnation or otherwise, or in the event of any transfer, conveyance, or sale of all or any part of the Premises, including any interest therein, or appurtenant thereto made in lieu of an exercise of the power of eminent domain (all of the foregoing being hereinafter referred to as "appropriation") prior to or during the Lease Term, the rights and obligations of Landlord and Tenant with respect to such appropriation, each time there is an instance of such appropriation, shall be governed by the provisions of this Article 8.

8.2 Date of Appropriation. For the purposes of this Article 8, the date of appropriation shall be the date upon which the condemning authority takes possession of all or any part of the Premises, or the date upon which Tenant is required by the condemning authority to commence vacating the Premises or any portion thereof, or any interest therein or appurtenant thereto, as a result of such appropriation, whichever date shall first occur.

8.3 Appropriation of All of the Premises. In the event of appropriation of all of the Premises,

this Lease, subject to all provisions of this Article 8 pertaining to payments to be made shall terminate as of the date of such appropriation.

8.4 Appropriation of Less Than All of the Premises.

8.4.1 General Provisions. Except as provided below in this Section 8.4, in the event of appropriation of less than all of the Premises, this Lease shall continue in full force and effect, except that, as to the portion of the Premises so appropriated, this Lease shall terminate as of the date of appropriation.

8.4.2 Right to Terminate. If the appropriation shall render the Premises unavailable or unsuitable, in Tenant's sole opinion, to continue Tenant's normal use of the Premises, Tenant shall have the right to terminate this Lease. Exercise of such right by Tenant shall be made by written notice to Landlord on or before thirty (30) days after the date of Tenant's receipt of written notice of appropriation. Any such termination shall be effective as of the date of the appropriation.

8.4.3 Abatement of Rent. The Rent for the remainder of the Lease Term shall be prorated in the same proportion that part of the Premises usable by Tenant for the normal operation of its business bears to the total Premises immediately prior to the appropriation, taking into consideration the Lease rental rate per square foot for the space for which the proration is made. Rent shall also be abated for any portion of the Premises that is not appropriated but is rendered temporarily unusable by virtue of repairs or restoration necessitated by the appropriation of other space.

8.5 Amounts Payable by Reason of Termination. If this Lease is terminated pursuant to Section 8.4.2, the entire award (less the reasonable expenses of Landlord and Tenant incurred in such appropriation proceedings which shall be paid to Landlord or Tenant, as applicable) made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representative shall have the right to participate in any negotiations with respect to the amount or allocation of such award. Payment from the award shall be made by Landlord to Tenant of an amount equal to that part, if any, of the aggregate award which is paid by the condemnor or awarded by the court specifically for: (1) the fair market value of the unexpired portion of the Lease Term (including the option to extend the Lease Term pursuant to Section 2.3, as if all such options were fully exercised by Tenant) in excess of the Rent provided for herein, exclusive of any immovable trade fixtures or improvements; plus (2) any severance damages attributable to the unexpired Lease Term; plus (3) the value of any immovable trade fixtures or improvements made or added by Tenant to the Premises in excess of the amounts computed therefor pursuant to the provisions of item (2) hereof; plus (4) any amount assessed for Tenant in any proceeding or action relating to such appropriation with respect to removal or relocation costs or anticipated or lost profits, or damages to any personal property, or detriment to the business of Tenant, or any consequential, incidental or special damages to Tenant.

8.6 Damages if Lease Not Terminated. In the event of any appropriation of less than all of the Premises, if this Lease is not terminated pursuant to provisions of Section 8.4.2, the entire award made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representatives shall have the right to participate in any negotiations with respect to the amount or allocation of such award. All of such award shall be used first to reimburse Landlord and Tenant for costs incurred in such appropriation proceedings, then shall be used to repair or restore the Premises as provided in this Article 8, and any remaining balance shall be allocated between Landlord and Tenant pro rata in accordance with Section 8.5.

8.7 Interest. Tenant shall be entitled to the share of any interest paid on any award to the extent the same is allocable to the amounts to which Tenant is entitled.

8.8 Abatement of Monetary Obligations of Tenant. In addition to any other abatement provided for in this Lease, all monetary obligations of Tenant hereunder shall be abated in an equitable amount based upon the interference with Tenant's normal business operations at the Premises commencing with the date of the appropriation and continuing during the period of any restoration and, in addition, for the remainder of the Lease Term to the extent that the Premises are not restored.

8.9 Proration and Refund of Payments. If this Lease is terminated pursuant to this Article 8, the Rent shall be prorated to the date of termination. Landlord shall repay to Tenant any Rent paid by Tenant for any period beyond the date of termination to the extent same is in excess of amounts then owed by Tenant to Landlord.

8.10 Date of Payments. All payments due Tenant from Landlord by reason of an appropriation shall be paid to Tenant without prior notice or demand and on or before the expiration of a period of eighteen (18) days from the date on which the amount of the award is finally determined and Landlord obtains, or has the right to obtain, whichever shall first occur, such award. If Landlord shall fail to make any such payments to Tenant on or before the expiration of such eighteen (18) day period, in addition to any and all other remedies available to Tenant under this Lease or otherwise, Landlord shall be obligated to pay interest to Tenant on the unpaid amount of such payments at the maximum rate permitted by law.

ARTICLE 9 SURRENDER

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

ARTICLE 10 FINANCING; SUBORDINATION

Tenant shall have the right to mortgage the leasehold estate created by this Lease for the purposes of obtaining financing for any improvements made by Tenant to the Premises, or for any other reason. Landlord shall cooperate with Tenant by executing any documents reasonably required by any lender or public financing agency in connection with any such leasehold mortgage or other financing, provided, however, that Tenant shall reimburse Landlord for its reasonable legal fees paid to review such documents. Landlord has the right to refuse to execute any and all documents that might convey his ownership interest in the Premises. Tenant shall allow Landlord the right to post and record a notice of non-responsibility for the construction and materials used in tenant's improvements.

ARTICLE 11 TRANSFER OF TENANT'S INTEREST

Tenant shall have the right at any time and from time to time to assign or otherwise transfer all or any part of Tenant's interest in this Lease and to sublet the Premises, or any part thereof, subject to the consent of Landlord, which consent shall not be unreasonably withheld or delayed, provided that: (a) any assignment or subletting shall provide that the assignee or sublessee assumes and agrees to carry out and perform all of the terms and conditions of this Lease on the part of Tenant to be carried out and performed;

(b) an executed copy of the assignment or subletting shall be delivered to Landlord; (c) the proposed use is consistent with the provisions of this Lease governing such matters; and (d) in the reasonable opinion of Landlord, the proposed new tenant has the financial strength to support the obligations imposed by the Lease. Upon any assignment of Tenant's entire interest in this Lease, Tenant shall be released from any further liability with respect thereto upon the written consent of Landlord, which consent Landlord agrees not unreasonably to withhold. Landlord's consent shall be deemed to have been given if within thirty (30) days of notice of assignment to Landlord, Landlord fails to object to the new tenant by written notice to Tenant, stating in the reasons for such objection. Notwithstanding the foregoing, Tenant shall have the right at any time and from time to time without notice to Landlord to assign or otherwise transfer all or any part of Tenant's interest in this Lease or to sublet the Premises, or any part thereof, to any other governmental agency. Any subletting or assignments where a difference in rent which a higher rent is established shall be split 50/50 between original tenant and Landlord, subject to any additional proceeds that Tenant must first apply for its financed project, if any.

ARTICLE 12

LANDLORD'S REPRESENTATIONS AND WARRANTIES

12.1 Ownership of Premises. Landlord represents that it owns the Premises in fee simple and the Premises (and property comprising it) is free from encumbrances. Landlord further represents that it has the right to make this Lease and covenants that it will execute or procure any further necessary assurances or instruments of title that may be reasonably required for Tenant's protection.

12.2 Maintenance of Premises. Landlord shall maintain the Premises in its present state of repair and condition up to the time the possession of the Premises is delivered by Landlord to Tenant.

12.3 Access to Premises. Tenant, and its agents, employees, contractors, consultants and invitees, as well as the general public (to the extent permitted by Tenant), shall at all times have access to the Premises and shall be authorized and permitted to travel upon and cross over it.

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

ARTICLE 13

ENVIRONMENTAL REPRESENTATIONS

13.1 Definition of "Hazardous Material". As used in this Article 13, the term "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste that is or becomes regulated by the United States, the State of California, or any local government agency or authority having jurisdiction over the Premises. Hazardous Material includes:

(a) Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675);

(b) "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k);

(c) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);

(d) Petroleum products;

(e) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4;

(f) Asbestos in any form or condition; and

(g) Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

13.2 Compliance with Laws. With respect to Landlord's use of the Premises prior to the Commencement Date, Landlord represents and warrants to Tenant that at the Commencement Date, the Premises are in compliance with all federal, state and local laws, regulations and standards relating to the use, occupancy, production, storage, sale, disposal, or transportation of any Hazardous Materials ("Hazardous Substance Laws").

13.3 Right of Offset. With respect to Tenant's obligations to pay Rent under the Lease, Tenant may, upon fifteen (15) days' written notice to Landlord, offset payment of Rent to Landlord for costs and expenses incurred by Tenant for any breach of Landlord's representations and warranties set forth in this [Article 13](#).

13.4 Termination of Lease. In the event of breach of the representations of Landlord under [Section 13.2](#) of this Lease, Tenant may, upon thirty (30) days' written notice to Landlord, terminate the Lease.

13.5 Indemnification. Except to the extent caused directly by Tenant, Landlord shall indemnify, defend with counsel reasonable and acceptable to Tenant, and hold Tenant fully harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, cost or expense, including reasonable attorneys' fees, environmental consultant fees and laboratory fees and costs and expenses of investigating and defending any claims or proceedings resulting from or attributable to: (a) the presence, disposal, release or threatened release of any Hazardous Materials that are on, from or affecting the Premises, including, without limitation, the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death), or property damage (real or personal) arising out of or relating to any Hazardous Materials; (c) any lawsuits or administrative action brought or threatened, settlement reached or governmental order relating to any Hazardous Materials; or (d) any violation of any laws applicable to any Hazardous Materials.

13.6 Survival. Landlord's indemnification obligations under [Section 13.5](#) above shall survive the expiration or sooner termination of the term of this Lease.

13.7 Notices To Tenant. Landlord shall provide written notice to Tenant within three (3) calendar days after the date on which Landlord learns or first has reason to believe that: (a) there has or will come to be located on or about the Premises, any Hazardous Materials; (b) any release, discharge or emission of any Hazardous Materials that has occurred on or about the Premises; (c) any (i) enforcement, cleanup, removal or other governmental or regulatory action has been threatened or commenced against Landlord or with respect to the Premises, pursuant to any Hazardous Substances Laws; or (ii) claim has been made or threatened by any person or entity against Landlord or the Premises on account of any alleged loss

or injury claimed to result from the alleged presence or release on the Premises of any Hazardous Materials; or (iii) report, notice, or complaint has been made to or filed with any governmental agency concerning the presence, use or disposal of any Hazardous Materials on the Premises. Any such notice shall be accompanied by copies of any such claim, report, complaint, notice, warning or other communications that is in the possession of or is reasonably available to Landlord.

13.8 Audits. Landlord shall, upon completion of any environmental sampling and testing of the Premises, the surrounding soil in any adjacent areas, any groundwater located under or adjacent to the Premises, and/or adjoining property, provide Tenant with copies of all reports of the results of such environmental audit.

13.9 Clean-Up. If Landlord is responsible for the clean-up of any contamination of the Premises, Landlord shall carry out and complete, at its own cost and expense, any repair, closure, detoxification, decontamination, or other cleanup of the Premises required by Hazardous Substance Laws. Should Landlord fail to implement and diligently pursue any such clean-up promptly upon receipt of notice thereof, then Tenant shall have the right, but not the obligation, to carry out such clean-up, and to recover all of the costs and expenses thereof from Landlord as a setoff against rental payments under the Lease if Tenant elects to cure.

ARTICLE 14 INSPECTION AND ENTRY BY OWNER

Landlord and its agents shall have the right at any reasonable time and upon at least twenty-four (24) hours' notice to Tenant (which may be via electronic mail), to enter upon the Premises so long as it does not interfere with the business activities of Tenant on the Premises, for the purpose of inspection, serving or posting notices, maintaining the Premises, making any necessary repairs, alterations or additions to any portion of the Premises to the extent required or permitted to Landlord under this Lease.

ARTICLE 15 NOTICE

15.1 Notices. All notices (including requests, demands, approvals, or other communications) under this Lease shall be in writing.

15.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

- (a) When personally delivered to the recipient, notice is effective on delivery.
- (b) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
- (c) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
- (d) When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by fax shall be considered to have been received on the next business day if it is received

after 5 p.m. (recipient's time) or on a nonbusiness day.

15.2 Refused, Unclaimed, or Undeliverable Notices. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

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

Tenant: County of Sonoma
c/o The Sonoma County Community Development Commission
Attn: Margaret Van Vleit, Executive Director
1440 Guerneville Road
Santa Rosa, California 95403-4107

with a

copy to: County of Sonoma, Office of the County Counsel
Attn: Alegria De La Cruz
575 Administration Drive, Suite 105-A Santa Rosa, California 95403

Landlord: Joseph C. & Verna J. Bellan Trust
714 Van Ness Avenue
San Francisco, California 94102

ARTICLE 16 DEFAULTS; REMEDIES

16.1 Landlord's Default. Landlord shall be in default of this Lease if Landlord fails or refuses to perform any provisions of this Lease that Landlord is obligated to perform if the failure to perform is not cured within thirty (30) days after notice of default has been given by Tenant to Landlord, or such shorter period if specified in this Lease. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within the thirty (30) day period and diligently and in good faith prosecutes such cure to completion.

16.2 Tenant's Remedies on Landlord's Default. Tenant, at any time after Landlord commits a Landlord's Default (as defined below), can terminate this lease or can cure the default at Landlord's costs. The term "Landlord's Default" as used in this Section 16.2 includes Landlord's failure or refusal to perform any provisions of this Lease that Landlord is obligated to perform, if the failure to perform is not cured within thirty (30) days after notice of default has been given by Tenant to Landlord, or such shorter period if specified in this Lease. If the default cannot reasonably be cured by Landlord within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within the thirty (30) day period and diligently and in good faith prosecutes such cure to completion. If Tenant at any time, by reason of Landlord's Default, pays any sum or does any act that requires the payment of any sum, the sum paid by Tenant shall be due from Landlord to Tenant within thirty (30) days of written notice that the sum was paid, and if paid at a later date shall bear interest at the maximum rate the Tenant is permitted by law to charge from the date the sum is paid by Tenant until Tenant is reimbursed by Landlord.

16.3 Tenant's Default. The occurrence of the following event shall constitute a default and breach of this Lease by Tenant:

(a) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice is given by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. Notwithstanding the foregoing, Tenant shall be in default if Rent is not paid within fifteen (15) days after which it is due. Landlord shall deliver a three (3) day notice to cure to Tenant, if applicable.

16.4 Landlord's Remedies on Tenant's Default. In the event of any default by Tenant which is not cured by Tenant, Landlord can terminate this Lease by giving Tenant thirty (30) days' notice of termination or three (3) day notice in respect to rental payments. The purpose of this notice requirement is to extend the notice requirement of the unlawful detainer statutes of California. On termination of the Lease for default pursuant to this paragraph, Landlord shall have the right to recover from Tenant only the following amounts for any and all damages which may be the direct or indirect result of such default:

(a) The worth, at the time of the award, of the unpaid Rent that has been earned at the time of termination of this Lease;

(b) The worth, at the time of the award, of the amount by which the unpaid Rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of Rent that Landlord proves could not have been reasonably avoided;

(c) The worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of the loss of Rent that Landlord proves could not have been reasonably avoided; and

(d) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default which Landlord proves could not have been reasonably avoided.

(e) Landlord shall have the option provided in Civil Code section 1951.4, which provides that, when a tenant has the right to sublet or assign (subject to reasonable limitations), the landlord may continue the lease in effect after the tenant's breach and/or abandonment and recover rent as it becomes due. Accordingly, if Landlord does not elect to terminate the Lease on account of any default by Tenant, Landlord may enforce all of Landlord's rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

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

ARTICLE 17 BROKERAGE

Neither party has had any contact or dealings regarding the Premises or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the Lease contemplated herein, except for Landlord's broker, George Johnson, of West Coast Property Management, whose commission, if any is due, shall be the responsibility of Landlord. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealing or communication,

the party through whom the broker or finder makes his or her claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.

ARTICLE 18
[INTENTIONALLY OMITTED]

ARTICLE 19
RIGHT OF FIRST REFUSAL TO PURCHASE

19.1 Right of First Refusal. Landlord shall not sell or agree to sell the Premises without first offering the Premises to Tenant. The word "sell" shall include any transfer by monetary means, barter or trade of all or any portion of the Premises or Landlord's interest in the Premises. For the purposes of this Article 19, the word "Premises" shall mean all of that certain real property located at 17880 Sonoma Highway, Boyes Hot Springs, California 95476, further described, as of the Effective Date, as County of Sonoma Assessor's Parcel Number 056-303-028, and more particularly described in Exhibit A attached hereto; and all rights, privileges and easements appurtenant to said real property, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the real property, as well as all development rights, air rights, water, water rights and water stock relating to the real property and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the real property.

19.2 Specific Provisions. Before Landlord sells or agrees to sell the Premises, Landlord shall offer ("First Offer") to sell the Premises to Tenant, in writing and on terms and conditions substantially identical to those proposed for the sale of the Premises to a third party. The First Offer shall, at a minimum, include the following information: (i) the purchase price proposed for the sale to the third party; (ii) any earnest money to be deposited; (iii) the name of the proposed purchaser; and (iv) the other material terms and conditions of the proposed sale of the Premises.

19.2.1 Acceptance Period. Tenant shall have ninety (90) days from the date of the First Offer to accept the First Offer ("Acceptance Period") by delivering to Landlord the acceptance on or before 5:00 p.m. on the last day of the Acceptance Period. If Tenant fails to accept the First Offer on or before the last day of the Acceptance Period, the First Offer shall be deemed to be rejected.

19.2.2 Refusal. If the Tenant responds to the First Offer by written notice to Landlord of rejection, the right of first refusal shall terminate, and Landlord may thereafter sell the Premises to a third party.

19.2.3 Acceptance with First Offer Terms. If Tenant responds to the First Offer with an unequivocal, unconditional written notice to Landlord of acceptance ("Acceptance Notice"), then Tenant shall have ninety (90) days following acceptance of the First Offer ("Closing Period") to consummate the purchase of the Premises for the purchase price set forth in the First Offer, and the purchase shall proceed in accordance with Sections 19.5, 19.6, 19.7, 19.8, 19.9, 19.10 and 19.11 below. If Tenant fails to consummate the purchase of the Premises within the Closing Period for any reason other than default by Landlord, any earnest money paid by Tenant pursuant to the acceptance shall be paid to the Landlord as Landlord's liquidated damages, and the agreement to purchase the Premises together with this Agreement shall be terminated. After that termination, Landlord shall be free to enter into an agreement concerning the sale of the Premises with any third party on whatever terms Landlord may choose without further obligation under this Agreement.

19.3 Intentionally Omitted.

19.4 Purchase Price If Set By Appraisal. At Landlord's option, the parties shall have sixty (60) days after Landlord decides to have the sales amount predicated upon an Appraisal. The purchase price shall be based on the fair market value of the raw land, not including any improvements constructed by Tenant. If the parties are unable to agree on the purchase price within that period, then within ten (10) days after the expiration of that period each party, at its respective cost and by giving notice to the other party, shall appoint a real estate appraiser with a California General Certification and an M.A.I. designation (or equivalent) and at least five (5) years' full-time commercial appraisal experience in the area and market segment in which the Premises are located to appraise and set the purchase price. If a party does not appoint an appraiser within ten (10) days after the other party has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the purchase price. If the two appraisers are appointed by the parties as stated in this Section, they shall meet promptly and attempt to set the purchase price. If they are unable to agree within thirty (30) days after the second appraiser has been appointed, they shall attempt to elect a third appraiser meeting the qualifications stated in this Section within ten (10) days after the last day the two appraisers are given to set the purchase price. If they are unable to agree on the third appraiser, either of the parties to this Lease by giving ten (10) days' notice to the other party can file a petition with the American Arbitration Association solely for the purpose of selecting a third appraiser who meets the qualifications stated in this Section. Each party shall bear half the cost of the American Arbitration Association appointing the third appraiser and of paying the third appraiser's fee. The third appraiser, however selected, shall be a person who has not previously acted in any capacity for either party. Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the purchase price. If a majority of the appraisers are unable to set the purchase price within the stipulated period of time, the three appraisals shall be added together and their total divided by three; the resulting quotient shall be the purchase price for the Premises. If, however, the high appraisal is more than five percent (5%) higher than the middle appraisal, the high appraisal shall be disregarded. If the high appraisal is disregarded, the remaining two appraisals shall be added together and their total divided by two; the resulting quotient shall be the purchase price. After the purchase price has been set, the appraisers shall immediately notify the parties. If Tenant objects to the purchase price that has been set, Tenant shall have the right to elect not to purchase the Premises, as long as Tenant pays all of the appraisal costs incurred in connection with the appraisal procedure that set the purchase price. Tenant's election not to purchase the Premises must be exercised within thirty (30) days after receipt of notice from the appraisers of the purchase price. If Tenant does not exercise its election within the thirty (30) day period, Tenant shall purchase the Premises from Landlord as provided in this Section.

19.5 Method of Payment. The purchase price shall be payable in cash in lawful money of the United States to Landlord by Tenant at close of escrow (the date the grant deed is recorded) as provided in Section 18.7.

19.6 Title of Premises. Landlord shall deliver to Tenant an executed grant deed in recordable form conveying the Premises. Title to the Premises shall be conveyed by Landlord to Tenant free and clear of all liens, encumbrances, covenants, conditions, restrictions, easements, and rights of way of record, leases or other tenancy agreements, and other matters of record, except current taxes, a lien not yet delinquent, those portions of current assessments not yet due and payable, anything of record or not of record that in any way affects title to the Premises resulting from the acts or omissions of Tenant.

19.7 Escrow. The sale shall be consummated through an escrow with an escrow agent acceptable to both parties ("escrow holder"), to be opened within five (5) days after the Acceptance Notice

has been given to Landlord. The parties shall execute all documents required by escrow holder as long as they are consistent with the provisions of this section. Escrow shall close within ninety (90) days after the purchase price of the Premises has been set under Section 19.2.3 or under Section 19.4, as the case may be. Escrow shall be deemed to be closed pursuant to this Section on the date the grant deed is recorded.

19.8 Title Insurance. At the close of escrow, escrow holder must be prepared to issue a ALTA (or CLTA, at Tenant's option) Standard Coverage Policy of Title Insurance in the amount of the purchase price insuring title to the Premises vested in Tenant subject only to the matters set forth in Section 19.6.

19.9 Closing Costs. Transfer taxes and recording fees on the deed shall be paid by Landlord. The cost of the title policy referred to in Section 19.8 shall be paid by Tenant. Charges of escrow and all other closing costs shall be shared and paid equally between the parties.

19.10 Close of Escrow -- Termination. On close of escrow, this Lease shall terminate, and the parties shall be released from all liabilities and obligations under this Lease.

19.11 Indemnification.

19.11.1 Tenant's Indemnity of Landlord for Claims After the Close of Escrow. Whenever the act or the failure to act giving rise to a claim took place after the close of escrow or the injury or damages are caused by or result from the sole negligence or intentional acts or omissions of Tenant, Tenant agrees to indemnify and hold Landlord harmless from and against any loss, cost, damage and expense including attorney's fees, witness costs and court costs suffered or incurred by Landlord as the result of injury to persons or property by reason of any cause whatsoever in and about or in any manner relating to or as a result of conduct in the ownership, management or operation of the Premises.

19.11.2 Landlord's Indemnity of Tenant for Claims Prior to the Close of Escrow. Whenever the act or failure to act giving rise to a claim took place before the close of escrow or the injury or damages are caused by or result from the sole negligence or intentional acts or omissions of Landlord, Landlord agrees to indemnify and hold Tenant harmless from and against any loss, cost, damage or expense including attorney's fees, witness costs and court costs suffered or incurred by Tenant as a result of injury to persons or property by reason of any cause whatsoever in and about or in any manner relating to or as a result of Landlord's conduct in the ownership, management or operation of the Premises.

19.11.3 Survival. The indemnification provisions of this Section 19.11 shall survive beyond the transfer of title.

**ARTICLE 20
MISCELLANEOUS**

20.1 Word Usage. Unless the context clearly requires otherwise: (a) the plural and singular numbers shall each be considered to include the other; (b) the masculine, feminine, and neuter genders shall each be considered to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

20.2 Counting Days. Days shall be counted by excluding the first day and including the last day. If the last day is a Saturday, Sunday, or a legal holiday as described in Government Code sections 6700-6701, it shall be excluded. Any act required by this Lease to be performed by a certain day shall be

timely performed if completed before 5 p.m. local time on that date. If the day for performance of any obligation under this Lease is a Saturday, Sunday, or a legal holiday, the time for performance of that obligation shall be extended to 5 p.m. local time on the first following date that is not a Saturday, Sunday, or a legal holiday.

20.3 Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

20.4 Force Majeure-Specific Exceptions. Unless otherwise specified, the time for performance of an obligation other than the payment of money under this Lease shall be extended for the period during which a party is prevented from performing by acts of God, government, or other force or event beyond the reasonable control of that party.

20.5 Binding on Successors. This Lease and all of the covenants, agreements, conditions and undertakings contained herein, shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

20.6 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect or be deemed to affect the meaning of any provisions hereof.

20.7 Entire Agreement. This Lease, including all exhibits, contains all of the terms, covenants, conditions and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Premises. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the terms, covenants, conditions and provisions of this Lease cannot be altered, changed, modified or added to, except in writing and signed by Landlord and Tenant. All references herein, directly or indirectly, to the term of this Lease shall also be deemed to include any extensions or renewals thereof provided Tenant herein, unless expressly provided to the contrary.

20.8 Governing Law. This Lease shall be governed exclusively by its express provisions and by the laws of the State of California, and any action to enforce the terms of the Lease or breach thereof shall be brought in Santa Rosa, California.

20.9 No Joint Venture. Nothing herein contained shall be deemed in any way or have any purpose whatsoever to constitute Landlord or Tenant a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other.

20.10 Invalidity. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

20.11 Construction of Lease. This Lease shall be strictly construed neither against Landlord nor Tenant, but shall be construed according to the fair meaning of its terms. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies in law or equity as otherwise specifically provided. "Landlord" whenever used includes all grantors of the term, who shall be held bound jointly and severally hereby.

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

20.14 Counterparts. This lease may be signed in any number of counterparts. Each counterpart is an original. Together, all counterparts form one single document.

[Signatures Next Page]

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

LANDLORD: **JOSEPH C. BELLAN AND VERA J. BELLAN, AS TRUSTEES OF THE JOSEPH C. BELLAN AND VERA J. BELLAN 2000 REVOCABLE LIVING TRUST**

By: Joseph C. Bellan
Joseph C. Bellan, Trustee

By: Verna J. Bellan
Verna J. Bellan, Trustee

TENANT: **COUNTY OF SONOMA**, a political subdivision of the State of California

By: _____
_____, Chairperson
Board of Supervisors

ATTEST:

APPROVED AS TO FORM FOR TENANT:

Alegria De La Cruz, County Counsel

APPROVED AS TO SUBSTANCE FOR TENANT:

John Haig, Assistant Executive Director
Sonoma County Community Development Commission

EXHIBIT A

Legal Description of Premises

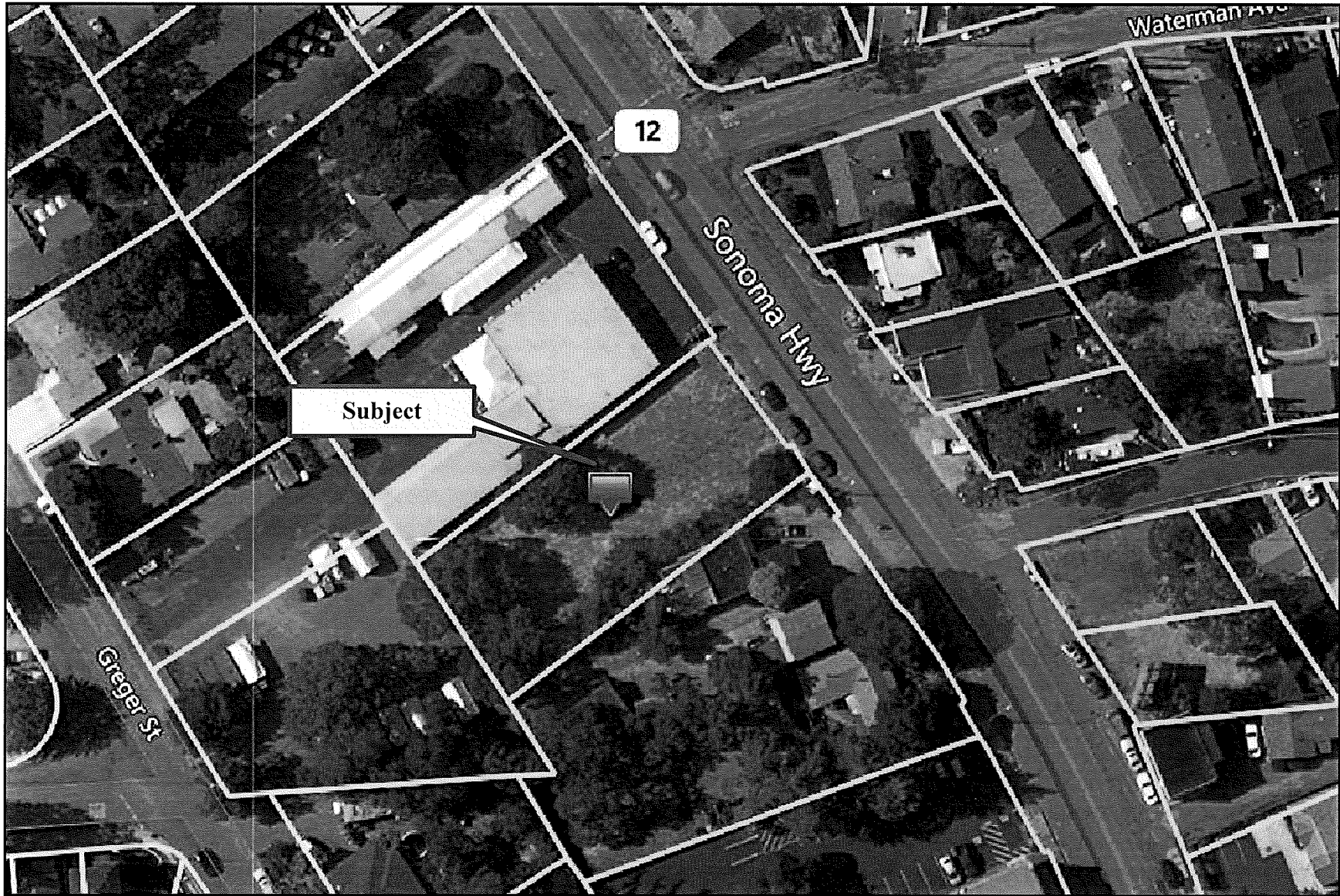
Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

LOTS 3 AND 4, AS SAID LOTS ARE NUMBERED AND DELINEATED UPON THE MAP OF FETTERS SPRINGS TERRACE, BEING A PORTION OF RANCH AGUA CALIENTE IN TOWNSHIP 5 NORTH, RANGE 6 WEST, AND TOWNSHIP 6 NORTH, RANGE 6 WEST, M.D.M., SONOMA COUNTY, CALIFORNIA, RECORDED JUNE 12, 1928 IN BOOK 47 OF OFFICIAL RECORDS AT PAGES 34 AND 35, THEREOF, IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY.

APN: 056-303-028-000

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Aerial View





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 and Board of Commissioners

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Community Development Commission

Staff Name and Phone Number:

Geoffrey Ross, 565-7508

Supervisorial District(s):

All

Title: Amended FY 2017-18 Annual Action Plan, Funding Request, and Incorporate Federal Waivers to Address Post-Fire Homeless Services and Affordable Housing Needs

Recommended Actions:

1. Adopt a Resolution amending the Citizen Participation Plan for use in administering the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) programs to reduce the public comment period from thirty (30) to seven (7) days to expedite the extraordinary efforts required for disaster recover for FY 2017-18 and approving Amendments to the FY 2017-18 HUD One Year Action Plan based on regulatory waivers received following the Sonoma Complex Fires.
2. Adopt a Resolution authorizing the submittal of an Application in the amount of up to \$2,000,000 to the California State Department of Housing and Community Development for State CalHome Program funds for Disaster Rehabilitation Assistance.
3. Adopt a Budget Resolution authorizing reallocation of \$147,178 of CDBG funds to address emerging homeless system needs following the wildfires, specifically: a one-week extension of the disaster shelters, early openings of winter shelters, and a Housing Navigation Center to address the housing needs of homeless persons who occupied the Roseland Village development site following the fires.
4. Authorize the Executive Director of the Commission, or her designee, to execute an amendment to the contract with Catholic Charities of the Diocese of Santa Rosa, adding \$100,000 to the contract for full-time operation of the Housing Navigation Center and follow-up outreach to assist encampment occupants to access temporary and permanent housing. Total amount of amended contract: \$764,714.

Executive Summary:

By approving the U.S. Department of Housing and Urban Development (HUD) 2015 Consolidated Plan and subsequent One Year Action Plans including most recently annual plan for FY 2017-18, the Board of Supervisors (Board) authorized the use of CDBG, HOME, and ESG funds, along with the committed leverage of non-federal resources for the five year period from 2015-2020 to meet community priorities.

The County set priorities in the areas of affordable housing, homelessness and community development. The Sonoma Complex Fires were declared a federal disaster.; as a result, HUD has waived certain regulatory requirements for CDBG and other federal funds to facilitate recovery from the wildfires. HUD reduced the required public comment period and is allowing the County to spend up to 40% of its CDBG funds to pay for supportive services needed following the wildfires. In addition, due to this disaster declaration, the State Department of Housing and Community Development (HCD) has made special funding for housing rehabilitation available through its CalHome program.

The Commission proposes to amend its Citizen Participation Plan (which describes the actions the County will take to provide for and to encourage community participation in planning for use of CDBG, HOME and ESG funds) and its FY 2017-18 Annual Action Plan, and apply for Housing Rehabilitation funds under the State's CalHome program to take advantage of these provisions in response to the wildfires:

- Reallocate \$47,178 in CDBG funds from the County wide Housing Rehabilitation loan program to reimburse the Commission for County Fund for Housing dollars used on an emergency basis to fund expanded emergency shelter operations in the immediate aftermath of the fires.
- Reallocate \$100,000 in CDBG funds from the County wide Housing Rehabilitation loan program to augment the Homeless Outreach Service Team contract with Catholic Charities, to address the housing needs of approximately 114 homeless persons who camped at the Roseland Village shopping center shortly after the wildfires.
- Apply for up to \$2,000,000 in CalHome Program funds for a Disaster Owner-Occupied Rehabilitation Assistance (including repair or full reconstruction) Program.

Adoption of this item will approve these proposed amendments to the FY 2017-18 Action Plan, authorize reallocation of CDBG dollars to the purposes described above, authorize the Executive Director of the Commission or her designee to execute the amended contract with Catholic Charities, and authorize the Commission to apply for CalHome funds.

Discussion:

In approving the HUD One Year Action Plan for FY 2017-18, the Board authorized \$184,814 to be used for the Community Development Commission's County-wide Housing Rehabilitation loan program to further the Consolidated Plan's community priority of affordable housing. These funds are typically used to fund low-interest loans to low-income residents to make necessary health and safety improvements to their homes. In the aftermath of the wildfires, the Commission assessed which funds might be reallocated to emerging service needs without negatively impacting the agency's mission and the Consolidated Planning goals. The Housing Rehabilitation Loan Program still had funding from prior years, and was not anticipated to fully spend the FY 2017-18 allocation in the current fiscal year. Therefore, the Commission determined that these funds could be reallocated to address the immediate crisis, while continuing to meet a community priority set in the Consolidated Plan – homelessness.

In December 2017, the Commission requested that HUD waive certain regulatory requirements for CDBG, HOME and ESG funds to facilitate recovery from the wildfires. On April 16, 2018 the Commission received HUD's letter approving these waivers (Attachment 1).

First, to facilitate the quick delivery of assistance to households dealing with the after effects of the wildfires, HUD waived the requirement of 30 days' public notice of proposed changes to the FY 2017-18 Action Plan, and reduced the required public comment period to seven (7) days. The Commission has made amendments to its Citizen Participation Plan to reflect this waiver and requests Board approval of this amendment. The Commission is also taking this opportunity to make modifications to comply with the regulatory requirements associated with the new Affirmatively Furthering Fair Housing rule. In compliance with this rule, on May 10, 2018 the Commission published a notice of the proposed changes in the Santa Rosa Press Democrat. The seven-day public comment period is therefore complete as of May 21, 2018.

HUD also suspended certain public services provisions and waived the regulatory limit that no more than 15% of CDBG dollars may be spent on public services activities. HUD will allow the County to spend up to 40% of its FY 2017-18 CDBG funds (\$678,048) to pay for additional support services for families and individuals affected by the wildfires. This increased limit will be available for FY 2017-18 funds as well as FY 2018-19 funds. Notably, the 2017-18 funds had been previously encumbered and this report highlights the opportunities for amending the use of said funds. The 2018-19 Annual Action Plan is scheduled to come before the Board on July 10, 2018, and will present additional recommendations for utilizing these waivers.

The Commission proposes to amend its FY 2017-18 One Year Annual Action Plan to take advantage of these provisions and reallocate funds from the County-wide Housing Rehabilitation loan program to new program uses in response to the wildfires. These amendments include:

- Reallocating \$47,178 from the Commission's Reinvestment and Revitalization (R&R) project fund to the Commission's Housing Element fund to be used on an emergency basis to fund a \$10,000 one-week emergency operation of a consolidated disaster shelter following the close of American Red Cross services, November 1-8, 2017; and \$37,178 to augment winter shelter contracts with COTS and Social Advocates for Youth, to enable these shelters to open early to accommodate the needs of persons leaving the disaster shelter. These uses were ratified by the Board on December 5, 2017, and this need was specifically cited in the Commission's request for waivers.
- Reallocating \$100,000 from the Commission's Community Development Block Grant fund to the Commission's Housing Element fund to augment the Homeless Outreach Service Team (HOST) contract with Catholic Charities, to operate a Housing Navigation Center between February 27, 2018 and April 2, 2018, and to provide follow up outreach and housing placement to approximately 114 homeless persons identified by Catholic Charities who camped at the Roseland Village shopping center shortly after the wildfires. An unspecified number of occupants of the encampment were directly impacted by the fires. The entire homeless system of care, including occupants of the encampment, were impacted by the rapid increase in rental costs following the loss of over 5,000 units of housing. Notably, as processes and procedures are modified to address lessons learned pertaining to refined performance measures required as part of implementing the Navigation Center as an extension of the HOST contract additional language will be added to the 2018-19 HOST contract that will come before the Board on July 10, 2018, as part of the 2018-19 Annual Action Plan.

In the wake of the fires, the Consolidated Planning goal to increase and preserve the housing stock that is affordable, safe, and accessible for low-, very low-, and extremely-low families and individuals is of paramount importance. As stated in the Strategic Plan section of the Consolidated Plan, the County committed to leveraging local and private dollars to maximize the use of federal dollars. In response to the October 2017 wildfires and subsequent federal disaster declaration, HCD is making CalHome funds available as gap financing for the rehabilitation or reconstruction of owner-occupied homes lost or damaged in the fires. The funds can be used to provide gap financing for rehabilitation or full reconstruction of either a stick-built or manufactured homes. Given that Sonoma County lost 5,098 housing units in both the unincorporated County and within the City of Santa Rosa, it is eligible for \$2 million under the Disaster Notice of Funding Availability. The Commission plans to apply for up to \$2,000,000 which will serve an estimated sixteen (16) to twenty-four (24) low-income homeowners by providing the gap financing necessary to make rebuilding or rehabilitating a home lost or damaged in the October Fires financially feasible. Under the current language within the grant, the City of Santa Rosa is ineligible to apply for these funds. Furthermore, there is additional language that makes the deployment of these funds extremely challenging. As such, Staff is continuing to evaluate the requirements and is seeking further clarification from HCD to ensure that if awarded the funds can actually be deployed to assist fire victims. Critical to the successful application for these funds is the demonstration of experience. The Commission is experienced at operating the CalHome rehabilitation program, having successfully managed multiple CalHome grants since 2007. The Commission is requesting Board authority to submit a funding application due June 6, 2018 to HCD.

Prior Board Actions:

12/5/2017 – Board approved use of County Fund for Housing dollars for amendments to contracts with the City of Santa Rosa, Social Advocates for Youth, and COTS, for emergency shelter services in the immediate aftermath of the fires.

12/5/2017 – Board received an Update on the Roseland Village property.

5/2/2017 – Board approved One Year Action Plan for FY 2017-18 with recommendations for funding community development, housing and homelessness projects through HUD.

5/5/2015 Board approved amendment to Citizen Participation Plan

5/5/2015 – Board approved the 2015 Five-Year Consolidated Plan

12/06/2011 – Board Resolution approving the application for \$1,000,000 under the 2011 CalHome rehabilitation grant program

04/10/2007 – Board Resolution approving the application for \$600,000 under the 2007 CalHome Rehabilitation grant program

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	\$147,178		
Additional Appropriation Requested			
Total Expenditures	\$147,178		
Funding Sources			
General Fund/WA GF	\$47,178		
State/Federal	\$100,000		
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$147,178		
Narrative Explanation of Fiscal Impacts:			
<p>No new appropriations (spending authorization) is required. The attached Budget Resolution moves existing appropriations of from the Commission’s Housing and Commercial Rehabilitation Loan Program (HRLP & CRLP) fund (46140) and from the Commission’s Community Development Block Grant fund (46105) to the Commission’s Housing Element fund (46040) where it can be spent for the above mentioned purposes. As noted in correspondence between the Commission’s Executive Director and members of the Board, a full accounting of the overall expenditures involving the Roseland Village will be summarized in a future report after the conclusion of the current ongoing efforts.</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:			
<ul style="list-style-type: none"> 1 – Letter from HUD describing waivers approved 2 – Resolution regarding Amended Action Plan and Citizen Participation Plan 3 – Resolution regarding application for CalHome funds 4 – Budget Resolution 5 – Amended Citizen Participation Plan 			

6 –Amendment to Homeless Outreach Service Team contract with Catholic Charities of the Diocese of Santa Rosa

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



U.S. Department of Housing and Urban Development
San Francisco Regional Office – Region IX
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430
www.hud.gov
espanol.hud.gov

Ms. Margaret Van Vliet
Executive Director
Sonoma County Community Development Commission
1440 Guerneville Road
Santa Rosa, California 95403-4107

APR 12 2018

RECEIVED

APR 16 2018

SONOMA COUNTY COMMUNITY
DEVELOPMENT COMMISSION

Dear Ms. Van Vliet:

SUBJECT: Statutory Suspension and Regulatory Waiver of Community Planning and Development Grant Programs and Citizen Participation Requirements of the Consolidated Plan to Facilitate Recovery from Wildfires Community Development Block Grant (CDBG) HOME Investment Partnerships (HOME) Emergency Solutions Grant (ESG) Sonoma County, California

This letter responds to a December 27, 2017, request from Sonoma County, California, (County) to suspend and waive specific statutory and regulatory requirements of three Community Planning and Development (CPD) grant programs to facilitate recovery from wildfire disaster that took place throughout the County.

On October 10, 2017, President Donald J. Trump declared the Northern California wildfires a federal disaster (FEMA-4344-DR) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Under Section 122 of the Housing and Community Development Act of 1974 (HCDA), as amended, and Section 290 of the National Affordable Housing Act of 1990 (NAHA), as amended, HUD is allowed to suspend certain CDBG and HOME requirements after a Presidentially-declared disaster. This letter transmits approval of the statutory suspension and regulatory waivers for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Solutions Grant (ESG) programs.

In accordance with 24 CFR 91.600, 24 CFR 5.110 and 24 CFR 570.5, HUD has found good cause to provide the following statutory suspension and regulatory waivers of the subsequent CPD grant program requirements and citizen participation processes.

1. Citizen Participation Public Comment Period for Consolidated Plan Amendment

Justification: To balance the need to quickly assist families dealing with the aftereffects of the wildfires, HUD waives the 30-day comment period requirements of 24 CFR

91.105 (c)(2) and (k) and reduces the public comment period to seven (7) days.

Applicability: This authority is in effect until the end of the County's Fiscal Year (FY) 2017 program year (June 30, 2018).

2. Citizen Participation Reasonable Notice and Opportunity to Comment

Justification: HUD recognizes that the destruction brought on by the wildfires makes it difficult for the County to provide notice in accordance with the established citizen participation plan. HUD waives 24 CFR 91.105(c)(2) and (k) to allow the County to determine reasonable notice and opportunity to comment.

Applicability: This authority is in effect until the end of the County's FY 2017 program year (June 30, 2018).

3. CDBG - New Housing Construction

Justification: Construction of new housing will enable the County to replace affordable housing units that were lost during the wildfire disaster. To expedite this process, HUD suspends Section 105(a) of HCDA, and waives 24 CFR 570.207(b)(3), and permits the County to use CDBG funds for new housing construction. HUD also encourages the County to take advantage of the reconstruction provisions at Section 105(a)(4) of HCDA.

Applicability: This suspension and waiver will remain in effect through October 10, 2019.

4. CDBG - Suspension of Public Services Cap

Justification: To pay for additional support services for families and individuals affected by the wildfires, HUD suspends the public services provision of Section 105(a)(8) of the HCDA and waives 24 CFR 570.201(e). The suspension and waiver will permit the County to exceed the 15 percent cap with a ceiling of 40 percent on public service expenditures for FY 2018.

Applicability: This authority is in effect through October 10, 2019. HUD is willing to consider additional requests for the suspension of the public services cap if the County believes they require additional time to implement and execute public service activities.

The suspension and waiver are applicable for households who have registered with FEMA. In the performance reports and Annual Action Plan, the County will have to distinguish these programs for which the waivers were granted with the regular program activities.

5. CDBG – Emergency Grant Payments for up to Six Months

Justification: HUD waives 24 CFR 570.207(b)(4) and allows emergency grant payments for up to six months to local service providers to pay for items such as food, clothing, utilities, rent or mortgage. These payments are not to be made directly to the individuals or families affected by the wildfire.

Applicability: This waiver is to assist families who have registered with the Federal Emergency Management Agency (FEMA). The authority is in effect through October 10, 2019.

6. HOME - Suspension of the 10 percent Administration and Planning Cap

Justification: To provide the County adequate funds to pay for the increased costs associated with HOME-related disaster relief activities, HUD suspends Section 212(c) of NAHA and 24 CFR 92.207. Suspension of these provisions allows the participating jurisdiction to expend up to 20 percent of the HOME allocations and program income for administration and planning cost.

Applicability: This suspension and waiver apply to the County's FY 2017 and FY 2018 HOME allocations.

7. HOME – Self Certification of Income

Justification: Many families whose homes were destroyed by the wildfires will not have documentation of income to qualify for assistance with HOME funded programs. The waiver permits the County to allow residents affected by the wildfires to self-certify their income in lieu of source documentation, as provided in 24 CFR 92.203(a)(1)(ii).

Applicability: This waiver remains in effect through September 27, 2018. The waiver is only for families and individuals affected by the disaster. The County must ensure that the following documentation is maintained: 1) a record of FEMA registration to demonstrate the household was displaced by the wildfires; and 2) a statement signed by the appropriate household member certifying to the household's size and annual income and that their income documentation was destroyed or inaccessible.

8. HOME - Suspension of TBRA subsidy and program requirements.

Justification: Suspension of the following requirements will allow Sonoma County greater flexibility to use TBRA as an emergency housing resource.

Applicability: Section 212(a)(3)(ii) of NAHA requires participating jurisdictions to

establish written tenant selection criteria for the TBRA program and 24 CFR 92.209(c) requires them to be consistent with the priorities in the consolidated plan. HUD suspends the requirements related to the content of the County's 2017 and 2018 Consolidated Plan and Annual Action Plans.

Section 92.209(e) requires that the term of a HOME TBRA contract with a landlord begin on the first day of the lease. HUD waives this provision for TBRA contracts the County executes with persons or families displaced by the wildfires for a period of 12 months through March 27, 2019.

Section 92.209(h)(1) limits the subsidy that a participating jurisdiction may pay for a TBRA unit to the difference between the rent standard for the unit and 30 percent of the family monthly adjusted income. HUD suspend the maximum TBRA subsidy amount for a period of 24 months through March 27, 2020 for TBRA recipients displaced by wildfires.

9. HOME - Suspension and Waiver of CHDO Set-aside

Justification: The suspension and waiver of Section 231 of NAHA and 24 CFR 92.300(a)(1) are to relieve the County of requirements that may impede the use of funds to provide housing to persons displaced by the wildfire.

Applicability: This requirement is reduced to zero percent for the County's FY 2017, 2018, and 2019 allocations.

10. HOME - Suspension and Waiver of Maximum Per Unity Subsidy Limit

Justification: The cost of new construction of affordable housing will escalate due to the extensive damage caused by the wildfire. These high costs could exceed the maximum per subsidy limit for HOME-assisted projects. Suspending the per unit dollar limitations established in Section 221(d)(3) of the National Housing Act will provide the County the needed flexibility to assist low-income individuals and families.

Applicability: The suspension and waiver apply to projects in the declared disaster area that receive a commitment of HOME funds within two years through March 27, 2020.

11. ESG – Restriction of rental assistance units with rent at or below Fair Market (FMR)

Justification: The Northern California wildfires destroyed a portion of the rental housing

stock in a County that was already struggling with an insufficient amount of housing inventory to meet the demand. The waiver of FMR restriction will allow the County of expedite the identification of housing units for ESG beneficiaries and eligible families.

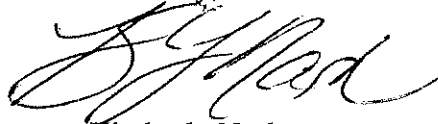
Applicability: The FMR restriction is waived for any rent that takes effect or any household that executes a lease in the disaster-declared areas through March 27, 2020. The County must ensure that ESG assisted units meet the rent reasonableness standard. If the County demonstrates good cause, HUD will consider extending the waiver after the two-year period.

The waiver extending the submission date for the Assessment of Fair Housing (AFH) was not granted.

Justification: The request to extend the AFH deadline for 120 is no longer necessary. On January 5, 2018 HUD published a notice at 83 FR 683 that extends the deadline for submission of an AFH by a local government to their next AFH submission that falls after October 31, 2020.

If the County has any questions regarding this correspondence, please contact Jean Prasher Richardson at (415) 489-6590 or by email at jean.p.richardson@hud.gov

Sincerely,



Kimberly Nash
Director
Community Planning and
Development Division

Cc:

Kirsten Larsen, Construction and Housing Finance Manager



County of Sonoma

State of California

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, and the Board of Commissioners of the Sonoma County Community Development Commission,

Whereas, as a condition of receiving housing and community development funds from the U.S. Department of Housing and Urban Development, the Board approved the 2015 Consolidate Plan which describes how community development priorities for the County will be addressed, and

Whereas, jurisdictions receiving housing and community development funds from HUD are required to adopt and follow a Citizen Participation Plan, and

Whereas, the Board of Supervisors approved the May 2015 Citizen Participation Plan, and

Whereas, the Board of Commissioners approved the One Year Action Plan for Community Development Block Grant Funds for FY 2017-18, including \$184,814 for the County-wide Housing Rehabilitation loan program, and

Whereas, in the aftermath of the Sonoma Complex Fires the Commission assessed which funds might be reallocated to emerging service needs without negatively impacting the agency's core mission, and determined that the Housing Rehabilitation Loan Program was not expected to fully spend this FY 2017-18 allocation by June 30, 2018, and

Whereas, the U.S. Department of Housing and Urban Development has waived certain regulatory requirements for Community Development Block Grant Funds, reducing the public comment period to seven days and providing authority to the County to determine reasonable notice and opportunity to comment, and

Whereas, the County has determined that a seven day notice and opportunity to comment is reasonable, and

Whereas, the U.S. Department of Housing and Urban Development has waived certain

Resolution #

Date:

Page 2

regulatory requirements increasing the limit for Public Services activities to 40% of Community Development Block Grant Funds for FY 2017-18 and FY 2018-19, and

Whereas, the Board of Supervisors reallocated \$47,178 of Housing and Commercial Rehabilitation Loan Program funds for emergency shelter expenses incurred in the immediate aftermath of the wildfires, to fund a \$10,000 one-week emergency operation of a consolidated disaster shelter to ensure all persons had a safe exit, and to augment winter shelter contracts with COTS and Social Advocates for Youth by a total of \$37,178 to accommodate persons leaving the disaster shelter, and

Whereas, Catholic Charities of the Diocese of Santa Rosa dedicated its Homeless Outreach Service Team full-time, first to staff a Housing Navigation Center from February 27, 2018 through April 2, 2018, and following closure of the Housing Navigation Center, to provide outreach and housing placement to approximately 114 homeless persons identified by Catholic Charities who had camped at the Roseland Village redevelopment site shortly after the wildfires, an unspecified number of whom were fire victims and all of whom were impacted the increase of rental costs following the loss of more than 5,000 housing units.

Now, Therefore, Be It Resolved

The Board of Commissioners of the Sonoma County Community Development Commission approves the proposed amendments to the Citizen Participation Plan that reflect the waiver of the public comment period and reasonable notice and opportunity to comment authorized by the U.S. Department of Housing and Urban Development and approves the proposed FY 2017-18 Amended One Year Action Plan, including the reallocation of \$147,176 of Housing and Commercial Rehabilitation Loan Program funds and Community Development Block Grant funds to address emerging homeless system needs following the wildfires.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

A Resolution of the County Board of Supervisors of the County of Sonoma and The Board of Commissioners of the Sonoma County Community Development Commission, Authorizing The Submittal Of An Application To The California State Department Of Housing And Community Development For Funding Under The CalHome Program; The Execution Of A Standard Agreement If Selected For Such Funding And Any Amendments Thereto; And Any Related Documents Necessary To Participate In The CalHome Program.

Whereas, The County of Sonoma, a political subdivision of the State of California wishes to apply for and receive an allocation of funds through the CalHome Program; and

Whereas, The California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

Whereas, The County of Sonoma wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of up to \$2,000,000.

Now, Therefore, The County of Sonoma and the Sonoma County Community Development Commission Resolve as follows:

1. On behalf of The County of Sonoma, The Sonoma County Community Development Commission is hereby authorized and directed to submit to HCD an application for up to \$2,000,000 to participate in the CalHome Program in response to the NOFA, Round 1 CalHome Program Disaster Assistance, issued on April 11, 2018, which will request a funding allocation for the county-wide CalHome housing rehabilitation program benefitting households with gross incomes at or below 80% of the area median

Resolution #

Date:

Page 2

income;

2. If the application for funding is approved, the Sonoma County Community Development Commission hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program regulations cited above. It also may execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.

3. On behalf of the County of Sonoma and in the name of the Sonoma County Community Development Commission, the Executive Director of the Sonoma County Community Development Commission or designee is authorized and directed to execute the application, the Standard Agreement, and all other documents required by HCD for participation in the CalHome Program, and any amendments thereto.

Adopted May 22, 2018 by the County Board of Supervisors of the County of Sonoma and the Sonoma County Community Development Commission by the following vote:

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

The undersigned Clerk of the Board of the Sonoma County Community Development Commission there before named does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Governing Board adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

Signature

Date



County of Sonoma

State of California

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, and the Board of Commissioners of the Sonoma County Community Development Commission.

Whereas, the Board of Commissioners approved the One Year Action Plan for Community Development Block Grant Funds for FY 2017-18, including \$184,814 for the County-wide Housing Rehabilitation loan program, and

Whereas, the Board of Supervisors approved use of \$47,178 of Housing and Commercial Rehabilitation Loan Program (HRLP & CRLP) funds for emergency shelter expenses incurred in the immediate aftermath of the wildfires, and

Whereas, Catholic Charities of the Diocese of Santa Rosa dedicated its Homeless Outreach Service Team (HOST) full-time, first to staff a Housing Navigation Center from February 27, 2018 through April 2, 2018, and following closure of the Housing Navigation Center, to provide outreach and housing placement to approximately 130 homeless persons who had camped at the Roseland Village redevelopment site shortly after the wildfires, leaving a budgetary gap of \$100,000 if the HOST project is to continue its critical mission to year end, and

Whereas, the Board of Commissioners has approved the proposed FY 2017-18 Amended One Year Action Plan, including the reallocation of \$147,176 of Community Development Block Grant funds to address emerging homeless system needs following the wildfires,

Now, Therefore, Be It Resolved

The Board of Supervisors reallocates \$47,178 of Housing and Commercial Rehabilitation Loan Program funds from the County-wide Housing Rehabilitation Program to the Commission's Housing Element fund, and

Be It Further Resolved

The Board of Supervisors reallocates \$100,000 of Community Development Block

Resolution #

Date:

Page 2

Grant funds to the Commission's Housing Element fund to augment the contract with Catholic Charities.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

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

Narratives	FTE Impacts (+/-)	Gross Expenditure	Revenue and Reimbursement	Net Cost	Annualized Net Cost
Summary of Requested Adjustments for Board Consideration					
NON-DEPARTMENTAL - OTHER FUND					
Detail Row 1				-	
Detail Row 2				-	
Detail Row 3				-	
Summary Row	-	-	-	-	

COMMUNITY DEVELOPMENT COMMISSION - OTHER FUND					
Detail Row 1	Fund 46105 - CDBG - Transfer \$100,000 to Housing Element Fund		100,000		100,000
Detail Row 2	Fund 46105 - CDBG - Reduce Project Cost Appropriations		(100,000)		
Detail Row 3	Fund 46140 - HRLP/CRLP - Transfer \$47,176 to Housing Element Fund		47,176		47,176
Detail Row 4	Fund 46140 - HRLP/CRLP - Reduce Project Cost Appropriations		(47,176)		
Detail Row 5	Fund 46040 - Housing Element - Transfer In \$147,176 from CDBG & HRLP/CRLP			147,176	
Detail Row 6	Fund 46040 - Housing Element - Increase appropriations for Support & Care of Persons		147,176		147,176
Summary Row	Transfer Funding and spending authoriation from CDBG and HRLP/CRLP to the Housing Element Fund to fund costs of faciliating the Navigation Center services at the Roseland Villaaqe site.	-	147,176	147,176	294,352

Total Requested Adjustments	0	147,176	147,176	294,352	0
Subtotal of General Fund Changes	0	0	0	0	0
Subtotal of Other Fund Changes	0	147,176	147,176	294,352	0

Department Name:

COMMUNITY DEVELOPMENT COMMISSION

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

General Fund									
Fund ID	Section/Subsection ID	Section/Subsection Title	Acct ID	Account Title	Program	SubProgram	Recurring	One time	Budgeted
Other Funds									
46040	14420100	Housing Element Fund	47102	Transfers In - btw Govt Funds				147,176	147,176
									-
									-
Total Other Fund Revenue Adjustment							-	147,176	147,176
xxxxx			58XXX						-
xxxxx			58XXX						-
xxxxx			58XXX						-
Total Other Fund Reimbursement Adjustment*							-	-	-
Total Other Fund Revenue & Reimbursement Adjustment							-	147,176	147,176
46105	14330400	CDBG	57012	Transfers Out - btw Govt Funds				100,000	100,000
46140	14320500	HRLP & CRLP	57012	Transfers Out - btw Govt Funds				47,176	47,176
46040	14420100	Housing Element Fund	53012	Support & Care of Persons				147,176	147,176
46105	14330400	CDBG	53612	Project Costs				(100,000)	
46140	14320500	HRLP & CRLP	53612	Project Costs				(47,176)	
									-
Total Other Fund Gross Expenditure Adjustment							-	147,176	147,176
Total Other Fund Net Cost Adjustment							-	-	-
Department Total Revenue & Reimbursement Adjustment							-	147,176	147,176
Department Total Gross Expenditure Adjustment							-	147,176	147,176
Department Total Net Cost Adjustment							-	-	-

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

2007/2008 PROPOSED BUDGET OPERATING TRANSFERS

DEPARTMENT NAME:

OPERATING TRANSFER IN					OT Revenue Received	OPERATING TRANSFER OUT					Amount	
Fund ID	Div/Section Name	Dept. ID	Number	Account Description		Fund ID	Div/Section Name	Dept. ID	Number	Account Description		
10005	PRMD - OH	26010104	47101	Transfers In - within a Fund	64,460	10015	ISD Replacement Fund A	25011001	57011	Transfers Out - within a Fund	64,460	Example Row
46040	Housing Element	14420100	47102	Transfers In - btw Govt Funds	147,176	46105	CDBG	14330400	57012	Transfers Out - btw Govt Funds	100,000	
						46140	HRLP & CRLP	14320500	57012	Transfers Out - btw Govt Funds	47,176	
					\$ 147,176						\$ 147,176	



SONOMA COUNTY

CITIZEN PARTICIPATION PLAN

May 2015 May 2018

Purpose of the Citizen Participation Plan

Pursuant to the U.S. Department of Housing and Urban Development (HUD) regulations set forth in 24 CFR Part 91, jurisdictions receiving housing and community development funds under the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Solutions Grants (ESG) programs must prepare a Consolidated Plan- and Assessment of Fair Housing (AFH)/Analysis of Impediments to Fair Housing (AI). The Consolidated Plan is designed to help local jurisdictions assess their affordable housing and community development needs and market conditions, and make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus the use of CDBG, HOME, and ESG funds from HUD. The Consolidated Plan includes Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. Grantees report on accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER). The AFH/AI enables the County to identify fair housing issues and related contributing factors to achieve comprehensive community development goals and affirmatively further fair housing. Both the Plan and the AFH/AI must include a strategy for resident participation in the planning process.

Jurisdictions receiving housing and community development funds under the CDBG, HOME and ESG programs are further required to adopt and follow a Citizen Participation Plan. The purpose of the Citizen Participation Plan is to provide a written policy and procedure document that describes the actions to be taken to provide for, and to encourage, citizen participation in the development of the AFH/AI. Consolidated Plan and Annual Action Plans, any substantial amendments to an adopted

Consolidated Plan, and the annual performance report. This May ~~2015-2018~~ Citizen Participation Plan amends Sonoma County's ~~April 2005~~ May 2015 Citizen Participation Plan to:

1. ~~include the Affirmatively Furthering Fair Housing Citizen Participation Requirements in accordance with the Department of Housing and Urban Development's 24 C.F.R. §§ 5.150-5.180.~~
2. ~~Also clarify that substantial amendments may be made in events which would alter the underlying analyses for these reports including, but not limited to, a major disaster or significant event that would lead to demographic alterations.~~
3. ~~Change the day and time of regularly held meetings of the Community Development Committee~~
4. ~~Make reference reference to the reduced public comment period and reasonable notice and opportunity to comment allowed by HUD because the Northern California wildfires were declared a federal disaster (FEMA-4344-DR) in accordance with 24 CFR 91.600, 24 CFR 5.110 and 24 CFR 570.5. more fully describe the actions that the Sonoma County Community Development Commission (Commission) will take to encourage the participation of all residents.~~

Access to Meetings, Information, Records

To ensure that citizens, public agencies, and other interested parties have the opportunity to review and comment, the public will be provided with reasonable and timely access to meetings, information and records relating to proposed activities, the proposed use of CDBG, HOME, and ESG funds, and the County's use of CDBG, HOME and ESG assistance during the preceding 5-year period. The Community Development Committee, appointed by the Sonoma County Board of Supervisors as their advisory body for community development activities, regularly meets on the ~~third Wednesday~~ second Tuesday of each month at 10:00 a.m. 3:30 p.m. and will hold special meetings from time to time. The meetings are held at the Community Development Commission office, 1440 Guerneville Road, Santa Rosa, CA. All members of the public are invited to attend the Committee's meetings to listen to and comment on any of the items on the Committee's meeting agenda. In addition, the Committee's regular agenda includes a time for the public to make comments on any other community development issues that are not on the meeting agenda. All meetings are noticed as described below and are conducted in accordance with the State of California Ralph M. Brown Act.

Technical Assistance

The Commission will provide technical assistance to any persons or groups interested in developing CDBG, HOME or ESG funding proposals, including groups that are representative of low- and moderate-income persons. Such assistance will include at least one annual applicant workshop, in-

person or via webinar, where Commission staff will provide information and assistance on funding applications. Additional technical assistance will be available by individual appointments with Commission staff.

Public Notices

Citizens are encouraged to participate in the development of the Assessment of Fair Housing/Analysis of Impediments to Fair Housing, Consolidated Plan and Annual Action Plans, any substantial amendments to an adopted Plan, and the annual performance report. Special efforts will be made to encourage participation by persons of low- and moderate-income, particularly those who are: (1) residents of slum and blighted areas, (2) residents of areas in which community development funds are proposed to be used, (3) residents of predominantly low- and moderate-income neighborhoods, (4) residents of any designated neighborhood revitalization areas, (5) minorities, (6) non-English speaking persons, and (7) persons with disabilities. The Commission will also encourage participation of local and regional institutions, the Continuum of Care, and other organizations, including businesses, developers, nonprofit organizations, philanthropic organizations, and community- and faith-based organizations in the process of developing and implementing the AFH/AI, Consolidated Plan and Annual Action Plans, any substantial amendments to an adopted Consolidated Plan and the annual performance report. Also, in consultation with the Sonoma County Housing Authority (SCHA), the Commission will encourage the participation of residents who are participants in the SCHA's rental assistance programs. Furthermore, the Commission will provide information to the SCHA about consolidated plan activities related to housing that is assisted by the SCHA in its area of operation so that the SCHA can make this information available at the annual public hearing required for the Public Housing Agency Plan.

~~In an attempt to reach~~ To encourage the participation of low- and moderate-income citizens, the Commission will make radio public service announcements and distribute flyers announcing (1) public hearings and other public meetings related to the consolidated planning process, (2) funding availability and applicant workshops, (3) publication of the draft AFH/AI, Consolidated Plan and Annual Action Plans, (4) proposed substantial amendments to an adopted Consolidated Plan (as defined further below), and (5) publication of the draft annual performance report. ~~—~~ The flyers will be distributed through community-based organizations and other entities throughout the County that serve low- and moderate-income persons, posted in the lobby of the SCHA, and posted on the CDC's official website. The flyers will be printed in both English and Spanish and radio public service announcements will be made in both English and Spanish.

Notices of (1) public hearings and other public meetings related to the consolidated planning process, (2) funding availability and applicant workshops, (3) availability of the draft [AFH/AI, Consolidated Plan, and Annual Action Plans](#), (4) proposed substantial amendments to an adopted Consolidated or Action Plan, and (5) availability of the draft annual performance report will also be published in *The Press Democrat* and posted on the Commission's office door, as well as on the CDC's official website.

Notices of (1) funding availability and applicant workshops and (2) the schedule of public hearings and other public meetings related to the consolidated planning process will be disseminated directly to interested parties who request to be included on a distribution list maintained for this purpose.

Each public hearing will be noticed at least two weeks prior to the public hearing date. [Because of the October wildfires which were a federally declared disaster, HUD has waived 24 CFR 91.105\(c\)\(2\) and \(k\), thereby providing the authority to shorten this noticing period to allow the County to determine reasonable notice and opportunity to comment. This authority is in effect until the end of the County's Fiscal Year \(FY\) 2017 program year \(June 30, 2018\)](#). Notices will include the time, date and location of the hearing, as well as summary information about the matter to be discussed. A contact name and telephone number will be included in the notice for interested parties who have questions or requests for special accommodations prior to the hearing.

Information on the amount of CDBG, HOME and ESG funding available and the range of activities that may be undertaken will be published in *The Press Democrat* [and on the Commission's official website](#) prior to the technical assistance workshop(s) for interested applicants. -An estimate of funding to be used for activities that benefit low- and moderate-income persons will be provided at the annual public hearings, held by the Sonoma County Community Development Committee and the Technical Advisory Committee, and will be included in the annual Consolidated Plan Summary.

Publication of Draft Documents

The [AFH/AI](#), annual Consolidated and Action Plan Summary will be published in *The Press Democrat* and on the Commission's official website. This Summary will describe the contents and purpose of the Plan and will include a description of the proposed activities in sufficient detail, including location, to allow citizens to determine the degree to which they may be affected. Notices of any proposed substantial amendments to an adopted [AFH/AI, Consolidated or Action Plan](#), -and of the draft annual

performance report will also be published in *The Press Democrat* and on the Commission's official website. All notices will list the locations where a full copy of the draft documents will be available for review. At a minimum, these locations will include the Sonoma County Community Development Commission, the Board of Supervisors' office, and the Main-Central Branch of the Sonoma County Library. The draft documents will also be available for download from the Commission's official website. -The County will also make free copies of the draft documents available to citizens who do not have Internet access, upon request.

Public Hearings and Public Meetings

The Commission will hold at least three public hearings annually, during different stages of the annual community development planning process to obtain citizens' views and to respond to proposals and questions. -One hearing will be scheduled to review housing and community development needs, proposed policies and procedures, and past program performance. -At least two public hearings will be scheduled to consider development of proposed activities and the AFH/AI, Consolidated Plan and annual Action Plan submissions. -These hearings will be held before the draft Plan is published for a 30-day comment period. Because of the October wildfires which were a federally declared disaster, HUD has waived 24 CFR 91.105(c)(2) and (k), thereby providing the authority to reduce the public comment period to seven (7) days. This authority is in effect until the end of the County's Fiscal Year (FY) 2017 program year (June 30, 2018).

Public hearings and meetings will be scheduled at times and locations convenient to potential or actual beneficiaries and with accommodation for persons with disabilities. -The hearings will be held at the Sonoma County Community Development Commission office or at the Board of Supervisors' chambers, both of which are located in the most heavily populated, central part of Sonoma County. These offices are easily reached by car, public transportation, bicycle or on foot. -The hearing rooms are wheelchair accessible. Public meetings may be held at the Commission office or at the Board of Supervisors chambers, or may be held in other locations throughout the County as may be considered convenient to interested parties. In all cases, selected locations will be wheelchair accessible. -Special accommodations for persons with visual or hearing impairments will be made upon request.

In cases where a significant number of non-English speaking residents are expected to attend a public hearing or meeting, the Commission will supply an interpreter. -Several Commission staff members are fluent in Spanish and will provide Spanish translationsinterpretation. If other non-English speaking

residents are expected, the Commission will seek interpreters from appropriate service organizations assisting such persons.

Public Comments

The views of citizens, public agencies and other interested parties will be considered before the County submits the AFH/AI, the 5-year Consolidated Plan, the annual Action Plan,~~;~~ any substantial amendments to an adopted Consolidated or Action Plan and the annual performance report to HUD. -Public comments may be presented orally at public hearings and meetings, or may be submitted in writing to the Commission. Following publication of the draft AFH/AI, Consolidated Plan, or Action Plan and any substantial amendments to an adopted AFH/AI, Consolidated Plan, or~~or~~ Action Plan, citizens will be given at least 30 days in which to submit written comments. Because of the October wildfires which were a federally declared disaster, HUD has waived 24 CFR 91.105(c)(2) and (k), thereby providing the authority to reduce the public comment period to seven (7) days. This authority is in effect until the end of the County's Fiscal Year (FY) 2017 program year (June 30, 2018). Following publication of the draft annual performance report, citizens will be given at least 15 days in which to submit written comments. A summary of all oral comments and full copies of all written comments received, including comments not accepted and the reasons therefore, will be attached to the AFH/AI, Consolidated Plan, ~~or~~ Action Plan,~~,~~ the substantial amendment or the performance report, as applicable. -At a public meeting following the 30-day comment period for the AFH/AI, Consolidated or~~Plan,~~ Action Plan,~~,~~ or any substantial amendment, the Sonoma County Board of Supervisors will review and consider all written and oral comments received prior to approval of the Plan or amendment. -The Board may elect to modify the AFH/AI, Plan or substantial amendment prior to adoption and submission to HUD.

Availability of Final Documents

The adopted AFH/AI, Consolidated Plan, Action Plan,~~;~~ approved substantial amendments and the annual performance report will be made available to the public on the Commission's official website. -Free copies of the documents will be provided to interested citizens who do not have Internet access, upon request. The documents will also be made available in a form accessible to persons with disabilities, upon request. -Citizens may request a copy of the documents by calling the Sonoma County Community Development Commission office or through the "Contact Us" link on the Commission's official website.

Substantial Amendments Consolidated Plan Amendments and AFH/AI Revisions

Substantial amendments to the consolidated plan and revisions to the AFH/AI may occur when a material change occurs which impacts the circumstances in the County that would cause alterations to the AFH, Consolidated or Action Plan analyses. This may include, but is not limited to, declared disasters, significant demographic changes, civil rights findings or other new significant contributing factors. The County may also receive a written notification from HUD specifying a material change.

A substantial amendment of the Consolidated Plan is defined as:

- 1) A change in use of CDBG, HOME or ESG funds from one eligible activity to another; or
- 2) A change in location where CDBG, HOME or ESG funds will be used for the same eligible activity; or
- 3) A change in the amount of CDBG, HOME or ESG funds allocated to an eligible activity if the change exceeds 10% of the amount of CDBG, HOME or ESG funds previously allocated to that activity as evidenced by the activity’s designation as either a “funded” or a “contingency” project in an approved and adopted Action Plan.

Criteria for revision to the AFH/AI:

A material change that affects the information on which the AFH is based to the extent that the analysis, the fair housing contributing factors, or the priorities and goals of the AFH no longer reflect actual circumstances.

Displacement

The Sonoma County Anti-Displacement and Relocation Assistance Plan, amended October, 2002, details the County’s plans for minimizing displacement of persons as a result of CDBG, HOME and ESG assisted activities. -It provides a guideline for assistance to persons who are displaced as a result of such activities. -Copies of the Anti-Displacement and Relocation Assistance Plan are available for download from the Commission’s official website and will be made available to citizens at the annual public hearings held by the Community Development Committee and Technical Advisory Committee.

Response to Complaints

The Commission will provide a timely, substantive written answer to every written citizen complaint relating to the [AFH/AI](#), Consolidated Plan, Action Plan, substantial amendments to a Plan and the performance report, where practicable, within 15 working days.

Public Review of the Citizen Participation Plan

This Citizen Participation Plan was made available for public review and comment prior to adoption, in accordance with the Consolidated Plan public notice, public hearing and public comment procedures described herein. -Any substantial amendments to this Citizen Participation Plan will be made available for public review and comment through the same process prior to adoption.- This Citizen Participation Plan will be available for download on the Commission's official website. -Copies will also be made available to those that do not have Internet access at no charge and will be made available in a format accessible to persons with disabilities, upon request. -Interested citizens should call or e-mail the Community Development Commission to request a copy of this Plan.

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION
AND
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA**

WHEREAS, the Sonoma County Community Development Commission, hereinafter referred to as "COMMISSION," and *Catholic Charities of the Diocese of Santa Rosa* hereinafter referred to as "CONTRACTOR," have previously entered into that certain Agreement for \$664,714, dated July 1st, 2017; and

WHEREAS, the parties mutually desire to amend said Agreement to make the following changes:

- Revise the Homeless Outreach Service Team Scope of Work, Exhibit A-2, to include 8 weeks of full-time staffing of the Roseland Village Housing Navigation Center and continued encampment outreach until the Roseland Village encampments are resolved; and
- Revise the Budget, Exhibit B-1 to add \$135,179 to the budget to perform encampment outreach and anchoring the Roseland Village Housing Navigation Center from February 27, 2018 through April 26, 2018.

NOW, THEREFORE, BE IT RESOLVED that COMMISSION and CONTRACTOR, in consideration of their mutual promises herein contained, do agree and covenant to amend that certain Agreement by and between them as follows:

ATTACHMENTS

Exhibit A-2 – Scope of Work: Delete the existing Exhibit A-2 – Scope of Work and insert therefore the new Exhibit A-2 Scope of Work, attached hereto and incorporated herein by reference.

Exhibit B-2 - Budget: Delete the existing Exhibit B-2 - Budget and insert therefore the new Exhibit B – 2 Budget, attached hereto and incorporated herein by reference.

IN WITNESS of which, the parties hereto have executed this instrument or caused this Amendment to be executed by their duly authorized agents this ____ day of _____, 2018.

COMMISSION

By: _____
Margaret Van Vliet
Executive Director

CONTRACTOR

By: Len Marabella
Len Marabella
Executive Director

EXHIBIT A-2
SCOPE OF WORK

Organizational Name: Catholic Charities of the Diocese of Santa Rosa
Program Name: Homeless Outreach Service Team

The Sonoma County Community Development Commission (SCCDC) has awarded **Catholic Charities \$182,196** to operate the **Homeless Outreach Service Team (HOST) Project** located at **600 Morgan Street, Santa Rosa CA**. HOST provides outreach to people living in unsheltered locations throughout Sonoma County, linking them to health, mental health, and economic assistance services as well as to Coordinated Entry. Catholic Charities and The Collaborative will:

- Build trust with unsheltered homeless individuals in the Project area(s), engaging at least 250 unsheltered homeless people living near the County’s waterways and trails, through progressive interactions to move them towards a variety of services that will move them out of these areas and into housing, and improve their health and well-being.
- Provide full-time staffing of the Roseland Village Navigation Center from February 27, 2018 through April 2, 2018, and continuing full-time encampment outreach at Roseland Village until the encampments are resolved on or about April 26, 2018.
- Distribute outreach supplies including but not limited to wound care supplies, hygiene supplies, blankets, and socks.
- Conduct baseline assessments and screen at least 200 clients with the Coordinated Intake standardized screening tool
- Assist at least 150 unsheltered homeless persons in the designated area(s) to access Coordinated Intake.
- Perform well checks of homeless individuals, assessing their vulnerability to dying outside, and ensure they are both prioritized for, and linked to, appropriate housing in partnership with Coordinated Intake.
- Assist unsheltered homeless persons to complete applications for services (such as health services and economic assistance), and transport them to shelters, services, and other points as needed.
- Assist unsheltered homeless persons who wish to relocate to safe permanent housing in another community to make the move.
- Conduct at least 20 coordinated abandoned camp clean-ups with at least 50 homeless Conservation Corps participants.
- Coordinate with existing trail and waterway clean-ups being conducted by the County Regional Parks Department and Water Agency to mitigate fire and other hazardous conditions.
- As possible, provide storage for belongings of homeless individuals moved from encampments.
- Expand proactive outreach efforts to creek and trail areas identified by the Sonoma County Water Agency, Regional Parks, and perhaps other agencies, to locations identified as being negatively impacted by encampments. In addition to outreach in “hot spots” within the central corridor of the County from eastern Santa Rosa to western Sebastopol/Graton, and from Healdsburg to Penngrove/Petaluma, the HOST team will collaborate with local partners to expand services to unsheltered persons in the Guerneville area, and in additional locations that may be identified in the future.

HOST Project staff will input client data into the Homeless Management Information System (HMIS), following all relevant data quality standards, and will refer all participants to appropriate County, State, and local services. Catholic Charities will participate in technical assistance to develop and increase their capacity to deliver services using a Housing First approach. Catholic Charities will provide staff to participate in the Sonoma County Continuum of Care Outreach Program Standards development meetings as they are begun, and will adhere to the resulting standards as the minimum operational standards for the Homeless Outreach Service Team.

The number of individuals and households, income demographics, ethnicity, outcome performance, changes in staffing, and anecdotal descriptions of services provided at [Program Name] will be reported quarterly using the prescribed reporting form. Reimbursement requests will be submitted at least quarterly and will include a copy of a General Ledger for the period covered and a Year to Date General Ledger.

This agreement will begin on July 1, 2017, and will expire on June 30, 2018.

Estimated Unduplicated Numbers to be served by the project:

250	Households
250	Adults
	Children

HMIS Participation

- Required Project will be HMIS Service Only setup Not Applicable
- Participant Demographics, Program Entry, Rental Assistance Assessments, Debt Reduction and Sono – Homeless Participant and Rental Assistance TouchPoints
- Project Title in HMIS:

If HMIS is Not Applicable, source of data for reporting
Non-HMIS documentation to be submitted quarterly:

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

- Required Not Applicable

Verification of Chronic Homelessness Status per HUD Chronically Homeless Definition Final Rule, December 4, 2016, 24 CFR Parts 91 and 578:

- Required Not Applicable

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

- Required Not Applicable

Coordinated Intake Participation

- Required Not Applicable

Participation in Continuum of Care Program Standards Development and Review

- Required Not Applicable Coordinated Intake

Reporting Requirements:

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

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

Outcome Number	Outcome Area	Performance Measure or Outcome Indicator Select an Outcome Indicator that you will measure your success against	Project Goal Briefly describe how your project will work towards achievement the specified Outcome Indicator	Quantitative Measure Identify a numerical increase or decrease for the specified Outcome Indicator
1	Targeted Factor Select a Targeted Factor from the list below 10-Year Homeless Action Plan / Hearth Performance Measures	HEARTH / 10 Year Homeless Action Plan Indicators Placement of unsheltered in safe housing or Upstream Indicators Choose an item.	Place unsheltered HOST participants into safe housing and into permanent housing	30% or 60 out of 200 persons served will be placed into safe housing. 20% of 40 out of 200 persons served will be placed into permanent housing.
2	Targeted Factor Select a Targeted Factor from the list below 10-Year Homeless Action Plan / Hearth Performance Measures	HEARTH / 10 Year Homeless Action Plan Indicators Placement of unsheltered in safe housing or Upstream Indicators Choose an item.	Engage unsheltered homeless	80% or 200 out of 250 persons contacted, will be engaged in ongoing services.
3	Targeted Factor Select a Targeted Factor from the list below 10-Year Homeless Action Plan / Hearth Performance Measures	HEARTH / 10 Year Homeless Action Plan Indicators Increased income or Upstream Indicators Choose an item.	Provide access to employment	Coordinate at least 20 abandoned camp clean-ups to include at least 50 Conservation Corps participants.

**Exhibit B-2
Budget**

Catholic Charities of the Diocese of California
Homeless Outreach Service Team (HOST)

	County R&R	CSF	CDBG	Augmentation (CDBG)	Revised Total
Personnel – Field Work Team Staffing, including subcontracts & Housing Location	\$48,257	\$612	\$39,474	\$80,000	\$168,343
Direct Client Assistance: Transportation/ Relocation/ Storage, Incentives, Miscellaneous Contingencies	\$5,598			\$20,000	\$20,598
Conservation Corps	\$15,000				\$15,000
Technology	\$ 2,000				\$2,000
Motel Vouchers & Landlord Incentives	\$33,000				\$33,000
Administration	\$26,145	\$12,110			\$43,255
Total	\$130,000	\$12,722	\$39,474	\$100,000	\$282,196

Notes:

1. Final reimbursement request is due by July 10, 2018.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Community Development Commission

Staff Name and Phone Number:

Margaret Van Vliet, (707) 565-7505
Jenny Abramson, (707) 565-7548

Supervisorial District(s):

5th

Title: Funding Awards to Address Homelessness in the Lower Russian River Area

Recommended Actions:

Authorize the Executive Director of the Sonoma County Community Development Commission (SCCDC) to execute four separate Funding Agreements with the agencies recommended for funding by the Lower Russian River Homeless Task Force. The combined awards will total no more than \$318,833 and each agreement will be for a term of 12 months, from July 2018 to June 2019.

Executive Summary:

The Sonoma County Board of Supervisors appropriated \$750,000 of Reinvestment and Revitalization Funds in FY 2017-18 to address homelessness in the Lower Russian River area. Sixteen stakeholders were convened on August 23, 2017 to form a Task Force that would be responsible for determining how the funding would be spent. The group discussed how to best approach the design of a Request for Proposals to solicit an organization (or multiple organizations) that could implement a strategy to reduce homelessness and its impacts in the region. A Request for Proposals was subsequently released, and a subgroup of impartial Task Force members selected six projects that would best support housing placements and mitigate the effects of homelessness. Five of the eligible projects were awarded \$450,000 altogether, for an 18-month term running January 1, 2018-June 30, 2019. A new RFP was released on March 5th to utilize the remaining \$300,000 and four eligible applications were received with a total ask of \$326,195. One of the original grantees returned their remaining amount of \$18,833.00, bringing the total amount that could be awarded in the new round to \$318,833.

Discussion:

The 2017 Homeless Count illuminated that while homelessness was decreasing Countywide, the number of incidences of homelessness in the unincorporated West County had increased by 20%, mostly in the Lower Russian River area. Previous attempts to site a homeless shelter and day services center had been unsuccessful. Meanwhile, the Board and Community Development Commission recognized that a

Housing First approach was a more strategic response to the needs of the region.

The Sonoma County Board of Supervisors appropriated \$750,000 in County Reinvestment and Revitalization funds in the FY 2017-18 budget process to respond to people experiencing homelessness in the Lower Russian River area. On August 23, 2017, Fifth District Supervisor Lynda Hopkins convened sixteen local stakeholders and community members as the Lower Russian River Homeless Task Force to guide decisions about how to spend the \$750,000. The Task Force had representation from the human service, health, business, environmental, public safety, education, and recreation sectors, and broadly represented the diversity of views about homelessness and its impacts in the lower Russian River Area.

The Task Force agreed on the goals, priorities and general criteria that should be used to expend the new funds, and reached consensus that the major objective for the use of the funds is to place fifty (50) people (approximately 20% of the 2017 number) into stable housing by January 2019. Criteria included the project’s alignment to Housing First principles, coordination with other agencies, and the degree to which an organization could leverage its funding. No less than \$500,000 was to be used for housing-specific activities while the other \$250,000 was available for other community concerns such as public safety, tourism and environmental issues.

On December 12, 2017 the Board of Supervisors awarded \$450,000 of these in grants on December 12, 2017 in accordance with the determination made by the Task Force review sub-committee. The Task Force reconvened on February 22nd in a meeting facilitated by Dr. B.J. Bischoff and CDC staff and reached the decision to re-release the original RFP with minor updates to solicit proposals for the remaining \$300,000. An updated RFP was released on March 5, 2017 and four applications were received by the March 30th deadline with requests totaling \$326,195. The applications, staff reports and summary of these are attached.

Shortly after the release of the RFP, the Russian River Area Resources and Advocates announced that they would be unable to complete their project and returned \$18,833 to be included in the current round of funding, bringing the total available to \$318,833. After two review sessions, the five volunteers for the review subcommittee recommended the following funding allocations:

Table 1. Russian River RFP Review Panel Recommended Allocations

Organization	Contact	Amount Requested	Amount Recommended
Russian Riverkeeper	Don McEnhill	\$50,000	\$47,546
Social Advocates for Youth	Sally Walker	\$70,000	\$67,546
West County Community Services	Tim Miller	\$176,195	\$173,741
West County Health Centers	Jed Heibel	\$30,000	\$30,000
Total		\$326,195	\$318,833

Prior Board Actions:

12/12/17: Board authorizes CDC Executive Director to execute five contracts totaling \$450,000 to perform services that will provide housing and services for homeless individuals in the

Lower Russian River area.
 06/15/17: Board adopts FY 2017-18 budget including \$750,000 in Reinvestment and Revitalization Funds dedicated to the Lower Russian River Area to be used to ameliorate the homeless crisis.
 11/03/15: Board accepts the Lower Russian River Homeless Services Report, and directed staff to proceed with finalizing feasibility due diligence tasks on one or more potential homeless facility locations and return for approval of a lease or purchase agreement.

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	\$110,000	\$640,000	
Additional Appropriation Requested	0		
Total Expenditures	\$110,000	\$640,000	

Funding Sources

General Fund/WA GF	\$110,000	\$640,000	
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$110,000	\$640,000	

Narrative Explanation of Fiscal Impacts:

The Sonoma County Board of Supervisors appropriated \$750,000 of Reinvestment and Revitalization Funds in FY 2017-18 to address homelessness in the Lower Russian River area.

As noted in the Discussion section above, contracts for \$450,000 were approved on December 12, 2017 for an 18-month term January 1, 2018-June 30, 2019. This item requests authorization to execute additional contracts in an amount not to exceed \$318,833 which will fully commit the \$750,000 of designated Reinvestment and Revitalization Funds.

Approximately \$110,000 is anticipated to be disbursed before the end of the 17-18 fiscal year. In February of 2018, when the SCCDC submitted its Requested Budget for FY 18-19, it was assumed that \$250,000 of the \$750,000 would be disbursed by June 30, 2018 and the remaining \$500,000 was rolled over and incorporated into the FY 18-19 Requested Budget. An additional \$140,000 will need to be added to the FY18-19 Budget with a first Quarter Consolidated Budget Adjustment request in October 2018 to increase the total project planned FY18-19 expenditure to \$640,000.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
1. Synopsis of Applicant Proposals for 2018 Funding			
Related Items “On File” with the Clerk of the Board:			

Synopses of 2018 Applicant Proposals

Lower Russian River Homeless Services and Housing Funding

Russian Riverkeeper/Clean River Alliance

Project Synopsis: In the first round of Lower Russian River funding, the Clean River Alliance (working under the fiscal umbrella of Russian Riverkeeper) was awarded \$100,000 for the Clean Camp and Education Program. These funds facilitate homeless camp cleanup and clean camp educational activities. Russian RiverKeeper oversees the contract, while Clean River Alliance conducts the cleanup and engagement activities. Establishing relationships with unsheltered homeless persons offers Clean River Alliance the opportunity to provide environmental education while engaging homeless persons in debris cleanup efforts. The Clean Camp program teaches skills that reduce the impact of homeless persons on the environment and provides weekly trash service and supplies such as bags and gloves. These activities reduce the amount of waste in the river, engage the homeless population with services, build community relations between homeless and housed populations, and support the broader effort to move people towards shelter and housing opportunities. The Clean Camp Program's efforts create trusting relationships that lead unsheltered persons to other resources funded by the Task Force.

The new request is two-pronged. The Clean Camp Program seeks \$20,000 to open a new program CleanStreets, inspired by the Downtown Streets program in the inner Bay Area. CleanStreets will hire homeless individuals to participate in downtown Guerneville cleanup events in exchange for vouchers for transportation, movie passes, meals, and other incentives. The program will engage unsheltered persons by increasing participation in the larger Lower Russian River community, ultimately changing the perception of community members towards homeless persons. Participants in CleanStreets will learn soft job skills and will be engaged in housing and shelter services. Clean River Alliance proposes recruiting and coordinating two weekly teams of up to six people to pick up trash and other tasks in downtown Guerneville. For this project, the areas between Highway 116 and Mill St (East to West) and First and Fifth Streets (South to North) will be the targeted zone for the CleanStreets program. The CleanStreets portion of the program will recruit and train 15 - 24 homeless residents in safe and effective trash collection techniques, and complete 60 (twice-weekly) town trash cleanups. At least ten residents will complete six cleanups.

Social Advocates for Youth

Project Synopsis: Social Advocates For Youth (SAY) is requesting \$70,000 to expand the Lower Russian River Housing Services program, a project that received funding in the first round of Lower Russian River funding. Approval of these additional dollars will increase the total amount of SAY's Lower Russian River Housing Services contract from \$58,076.52 to \$128,076.52. The combination of the original agreement and the current request is equal to their total project budget. The addition of this funding request to the contract will result in a doubling of the housing outcomes, by providing rental assistance and housing stabilization services to an additional five youth, and diversion services to an additional 30 youth. The effort will increase

the number of youth served to 10 housed, and 40 diverted from homelessness.

SAY's Rapid Housing services offer a tailored version of standard Rapid Re-Housing services. Adjustments to the strategy are made to meet the special circumstances that Transitional Aged Youth (TAY) experience in trying to find housing. Services provided through this program will utilize the existing SAY Outreach Team and the Coordinated Entry system to provide linkages and referrals to Rapid Housing and other Homeless Prevention and shelter opportunities. SAY's project contributes to the continuum of Lower Russian River Homeless Housing and Services by serving the specific needs of youth experiencing homelessness. SAY's staff consistently develops and maintains relationships with area property owners in the Lower Russian River area to increase their willingness to rent to Rapid Housing clients. Their services employ Housing First principles, and they participate in Coordinated Entry.

West County Community Services

Project Synopsis: In August of 2017, West County Community Services (WCCS) entered into a contract for \$250,000 to provide Rapid Re-Housing services in the Lower Russian River area. In January of 2018, the Lower Russian River Homeless and Housing Services Taskforce granted WCCS an additional \$221,045 to expand the Rapid Re-Housing services program. (An amendment to the initial contract augmented the agreement to reflect these dollars.) In this current competition, WCCS has requested an additional \$176,915 for the WCCS's RRH program.

If fully funded, the total West County Community Services award would be \$647,960. With \$42,000 for the program raised from two private foundations, the County portion would represent 94% of the anticipated costs of the program between July 2017 (when the first award was made) and June of 2019 (when the amended contract will end). The effort to move persons from homelessness to housing requires both initial support in identifying the housing opportunities, as well as ongoing case management to ensure that participants learn the skills to be able to retain their living situations. For persons who are at imminent risk of homelessness, as evidenced by pay or quit notice from a property owner, the program offers one-time financial assistance to ensure the preservation of their housing.

West County Health Centers

West County Health Centers (WCHC) requests **\$30,000** to support the training of their Access Coordinator team on the use of Coordinated Entry (CE) and the VI-SPDAT assessment tool. Establishing access sites will allow WCHS to support people experiencing homelessness in the Lower Russian River area by offering multiple access sites for CE. West County Health Centers has locations in Sebastopol, Guerneville, Occidental, and Forestville. The training of staff to use the assessment tool and enter data as a Coordinated Entry access point at each of their centers will support the Lower Russian River area as well as the Countywide effort.

In 2009, Congress mandated that all communities receiving federal funding for homeless services utilize a single point of entry for all shelter, housing, and supportive services. In 2018, a compliance deadline and guidance was issued, requiring local communities to have fully

developed policies and procedures and operational systems by January 23, 2018. This single point of entry known as Coordinated Entry (CE) shortens wait times for people seeking housing and shelter. The success of this effort is dependent on the use of multiple access points distributed throughout Sonoma County. The Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT) is the chosen standardized screening tool, which enables providers to assess the service needs of persons experiencing homelessness and ensure that those with the greatest needs can receive assistance in a timely fashion. Cooperating agencies across Sonoma County include agencies providing access points. These include service providers, shelters, County Departments, and Federally Qualified Health Centers (FQHC) such as West County Health Centers.

WCHC's Healthcare for the Homeless program is applying for funds to establish CE Access points at all its health centers in Western Sonoma County. Creating access sites throughout Western Sonoma County will provide persons assessed by WCHC with equal access to services that move people towards successful placement in housing and shelter. WCHS employs a team of 5 Access Coordinators who assist patients with accessing resources that contribute to their health management. These services include benefits enrollment, food programs, and other programs aimed at specialty populations.



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 Directors, Sonoma County Water Agency

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Brad Sherwood 547-1927

Supervisorial District(s):

Title: Resolution Supporting Upcoming Water Bond Initiatives

Recommended Actions:

Adopt a Resolution supporting upcoming water bond initiatives, including Proposition 68 and the State Water Supply Infrastructure, Water Conveyance, Ecosystem and Watershed Protection and Restoration, and Drinking Water Protection Act of 2018.

Executive Summary:

Adopt a Resolution supporting upcoming water bond initiatives including Proposition 68 on the June 2018 ballot and the State Water Supply Infrastructure, Water Conveyance, Ecosystem and Watershed Protection and Restoration, and Drinking Water Protection Act of 2018 proposed for the November 2018 ballot. If approved by voters, these complementary measures would provide more than \$10 billion in General Obligation bond funding for drought preparedness projects, flood protection, safe drinking water, implementation of the Sustainable Groundwater Management Act, and other projects that will improve water supply reliability and ecosystem health.

Discussion:

The Sonoma County Water Agency (Water Agency) is a member of the Association of California Water Agencies (ACWA). ACWA has asked its members to approve resolutions supporting upcoming water bond initiatives, including Proposition 68 on the June 2018 ballot and the State Water Supply Infrastructure, Water Conveyance, Ecosystem and Watershed Protection and Restoration, and Drinking Water Protection Act of 2018 proposed for the November 2018 ballot. Both of these initiatives are consistent with the Board's adopted legislated platform and will continue current policy.

Both initiatives include potential funding for North Coast watershed projects and support ongoing funding for the California Department of Water Resources' Integrated Regional Water Management Program. The Water Agency heavily relies on state water bonds to leverage local rate payer dollars for watershed protection, flood protection, sanitation and recycled water projects and regional initiatives such as those

organized through the North Coast Regional Partnership and the San Francisco Bay Area Integrated Regional Water Management Program.

Prior Board Actions:

None

Strategic Plan Alignment Goal 3: Invest in the Future

Supporting funding opportunities is an investment in the future of the County and its water resources.

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

State water bond funding leverages local rate payer dollars to improve critical Water Agency functions, such as water supply, flood protection and recycled water.

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:

No fiscal impact with this item.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution			
Related Items "On File" with the Clerk of the Board:			

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CF/47-0-20 Water Bond Initiative for the State Water Supply Infrastructure, Water Conveyance, Ecosystem and Watershed Protection and Restoration, and Drinking Water Protection Act of 2018 (ID 6972)

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency, Supporting Proposition 68 and the State Water Supply Infrastructure, Water Conveyance, Ecosystem and Watershed Protection and Restoration, and Drinking Water Protection Act of 2018

Whereas, California faces a new climate reality and a growing list of challenges associated with aging infrastructure, natural disasters, climate change, population growth and other factors; and

Whereas, the water community agrees that funding is needed to improve water supply reliability and ecosystem health in California; and

Whereas, the Legislature passed SB 5 (de León) which will be on the June 2018 ballot as Proposition 68 and which would set forth The California Drought, Water, Parks, Coastal Protection, and Outdoor Access for All Act of 2018; and

Whereas, a diverse group of stakeholders including water managers has developed The State Water Supply Infrastructure, Water Conveyance, Ecosystem and Watershed Protection and Restoration, and Drinking Water Protection Act of 2018 which will likely appear on the November 2018 ballot; and

Whereas, if approved by voters, these complementary measures would provide more than \$10 billion in General Obligation bond funding for drought preparedness projects, flood protection, safe drinking water, implementation of the Sustainable Groundwater Management Act, and other projects that will improve water supply reliability and ecosystem health; and

Whereas, projects funded through these bonds would provide substantial benefits for California communities and help ensure safe and reliable water for California's future; and

Now, Therefore, Be It Resolved that the Board of Directors of the Sonoma County Water Agency formally supports Proposition 68 (June ballot) and the State Water Supply Infrastructure, Water Conveyance, Ecosystem and Watershed Protection

Resolution #

Date:

Page 2

and Restoration, and Drinking Water Protection Act of 2018 (November ballot).

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: 14
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisor

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Tony Linegar; (707) 565-2371

Supervisorial District(s):

All

Title: Update to the Memorandum of Agreement (equipment sharing agreement) between Sonoma County, Napa County and Marin County

Recommended Actions:

Approve the proposed updates to the existing Memorandum of Agreement for specialized Weights and Measures equipment sharing between Sonoma County, Napa County and Marin County.

Executive Summary:

Sonoma County, Napa County and Marin County currently have an equipment sharing agreement in place for specialized Weights and Measures equipment. This agreement allows Sonoma County, Napa County and Marin County to realize savings through sharing equipment expenses instead of each county individually incurring duplicative costs.

Marin County has requested a modification to the agreement that allows them to withdraw their participation from one of the three subsections of the existing agreement. The updates to this agreement captures this change and further clarifies some of procedures in the existing agreement.

The Department of Agriculture/Weights and Measures is requesting that the Board of Supervisors approve the updated changes to the Memorandum of Agreement (MOA) currently in place between Sonoma County, Napa County and Marin County. Approval of the MOA will allow the Department of Agriculture/Weights and Measures of Sonoma County to continue to save funds by collaborating with Napa County and Marin County in sharing the expense of testing equipment used by the three parties.

Discussion:

In 1995, Sonoma County and Napa County agreed to establish a cost-sharing agreement that permitted each county to pool financial resources in order purchase and maintain specialized testing equipment. The initial agreement allowed both counties to purchase a heavy capacity, mobile crane truck that allowed respective counties to inspect commercial vehicle scales, crane scales, livestock scales, and the other heavy capacity scales that are common to both counties.

In 2004, Marin County requested admittance into the cost sharing agreement. Sonoma County and Napa County granted Marin County's request with the stipulation that Marin County buy into the agreement by contributing two additional pieces of equipment. This revised agreement enabled the partnership to reduce further the individual cost to respective county departments while at the same time enhancing public inspection services to each counties clientele.

In 2017, Marin County requested to withdraw their participation from one of the three equipment-sharing sections in the current agreement. Sonoma County and Napa County agreed to Marin County's request under the condition that in lieu of Marin County receiving a cash out payment for their equity share in the heavy capacity mobile crane, Marin County will receive ongoing mobile crane services from Sonoma County and Napa County on a limited basis as outlined in the updated MOA agreement. Marin County's withdrawal from one equipment-sharing section of the existing agreement will not result in any additional costs to Sonoma County.

County Counsels for all three counties have had the opportunity to review and comment on the update to the document.

Prior Board Actions:

On June 13, 1995, the Board approved the original MOA between Sonoma County and Napa County.

On July 13, 2004, that Board approved the inclusion of Marin County to the MOA with a revision of the agreement.

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	N/A	N/A	N/A
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)
N/A			
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Updated MOA 2018			
Related Items “On File” with the Clerk of the Board:			
N/A			

April 9, 2018

1 **Marin County Agreement No.**
2 **Napa County Agreement No.**
3 **Sonoma County Agreement No.**

4
5 **AGREEMENT**
6 **BETWEEN MARIN, NAPA AND SONOMA COUNTIES FOR THE ACQUISITION, USE,**
7 **AND MAINTENANCE**
8 **OF CERTAIN SHARED VEHICLES UTILIZED BY THE COUNTY SEALERS**
9 **OF THE AFOREMENTIONED COUNTIES**

10
11 **THIS MEMORANDUM OF AGREEMENT** (hereinafter “MOA” or “Agreement”), is
12 made and entered into by and between the COUNTIES of NAPA, SONOMA, and MARIN,
13 political subdivisions of the State of California (together the “Parties” or “MOA Participants”).
14 This Agreement supersedes and replaces the Joint Power Agreement dated July 13, 2004
15 between the Parties.

16
17 **RECITALS**

18
19 **WHEREAS**, the Parties to this agreement each have, under Section 12200 of the
20 California Business and Professions Code, the responsibility to maintain an office of County
21 Sealer of Weights and Measures and appoint a person as the County Sealer of Weights and
22 Measures; and

23 **WHEREAS**, in accordance with Section 12210 of the California Business and
24 Professions Code each County Sealer shall, within his or her county, inspect, and test all
25 weighing and measuring devices used for commercial purposes; and

26 **WHEREAS**, in order for the County Sealer to meet essential responsibilities it is
27 necessary for the Sealer to have specialized vehicles and testing equipment; and

28 **WHEREAS**, there is an economic advantage to the parties of this agreement to jointly
29 purchase, share, use, and maintain certain vehicles; and

30 **WHEREAS**, the Counties of Napa and Sonoma entered into a Joint Powers Agreement
31 pursuant to Government Code section 6500 et seq. on June 14, 1995 to share use of a
32 heavy capacity weight truck, and

33 **WHEREAS**, said counties amended the original JPA in 2004 to include the County of
34 Marin as a new member to the JPA, and

62 **1.5** The VEHICLE REPLACEMENT FUND is an Accumulated Capital Outlay (ACO) fund
63 to be held for the benefit of the MOA Participants for the purpose of accruing capital to be
64 used to purchase vehicles and/or equipment for the MOA. The fund is administered by
65 Sonoma County's Fleet Services Division. The fund will hold the fees collected from the
66 MOA Participants as provided in Article 7 of the MOA.

67
68 **1.6** VEHICLE REPLACEMENT AMOUNTS are monetary amounts to be collected
69 annually (fiscal year) as VEHICLE REPLACEMENT CONTRIBUTION fees in order to
70 accrue capital for the purpose of replacing MOA VEHICLES at the end of their lifespan.

71
72 **1.7** The VEHICLE REPLACEMENT CONTRIBUTION fee is to be paid each fiscal year
73 by each of the MOA Participants for vehicles they hold equity in. Collectively the VEHICLE
74 CONTRIBUTION FEES will complete the VEHICLE REPLACEMENT AMOUNTS outlined
75 in Section 1.6. The fees are to be collected on a per vehicle basis each fiscal year and are
76 to be deposited in the VEHICLE REPLACEMENT FUND.

77
78 **1.8** VEHICLE MAINTENANCE FUND shall be maintained as a distinct fund to be held in
79 trust for the MOA Participants for the purpose of paying for maintenance and repair costs of
80 MOA VEHICLES and equipment pursuant to this Agreement. The fund will hold those funds
81 collected from the MOA Participants as provided for in Article 8 of the MOA. The VEHICLE
82 MAINTENANCE FUND is to be managed by the FUND ADMINSTRATOR.

83
84 **1.9** VEHICLE MILEAGE FEES are fees to be paid by each of the MOA Participants at
85 the end of the fiscal year, for the accumulated miles each MOA VEHICLE their respective
86 employees drove over the fiscal year. These fees are to be deposited in the VEHICLE
87 MAINTENANCE FUND. The current mileage fees are listed by vehicle in EXHIBIT C.

88
89 **1.10** VEHICLE EQUITY SHARE is the share value that individual MOA Participants own
90 for MOA VEHICLES they make ongoing contributions to via VEHICLE REPLACEMENT
91 CONTRIBUTIONS. The vehicle equity shares held by the MOA Participants is outlined in
92 Article 7, Section 7.3 of the MOA. As of July 1, 2017, each county shall own the

93 proportionate share values for each MOA VEHICLES as outlined in EXHIBIT D. Each of
94 the MOA Participants recognizes the VEHICLE EQUITY SHARE maintained for the
95 purposes of sharing and the administration of this Agreement notwithstanding the fact that
96 the titles of the vehicles that are subject to this Agreement are held by Sonoma County.

97
98 **1.11** COST ALLOCATIONS are *unfunded costs* to be collected as a fee from MOA
99 Participants when insufficient funds are held in reserve in either the VEHICLE
100 REPLACEMENT FUND or the VEHICLE MAINTENANCE FUND that must be collected in
101 order to complete a purchase, repair, or the placement of a MOA VEHICLE into service.
102 This fee will be collected from MOA Participants that own equity share of a particular vehicle
103 in need of purchase or repair. The COST ALLOCATION fee for each MOA Participant is
104 reflective of each county's equity share percentage in a particular MOA VEHICLE. The
105 current COST ALLOCATION percentages for each county, by vehicle, are outlined in
106 EXHIBIT E.

107
108 **1.12** The CURRENT MARKET VALUE of MOA VEHICLES shall be the vehicle and
109 equipment purchase price of individual vehicles, less accrued depreciation using a
110 depreciation schedule of 5.0 percent per year over twenty years.

111
112 **1.13** ADMINISTRATIVE COST CREDIT is a 5.0 percent maximum credit extended to
113 Sonoma County by Marin County and Napa County for the explicit purpose of recovering
114 the expense incurred by Sonoma County in performing the administrative duties of the MOA
115 as the FUND ADMINISTRATOR to the MOA and recovering the premium payments
116 expense incurred by Sonoma County in providing vehicle replacement insurance coverage.

117
118 The ADMINISTRATIVE COST CREDIT will be applied only to Sonoma County's portion of
119 the annual VEHICLE REPLACEMENT FUND contribution fees and COST ALLOCATION
120 fees Sonoma County is obligated to make payment to. The fee will be collected from Marin
121 County and Napa County and identified as a MOA ADMINISTRATIVE FEE of 2.5 percent
122 for fees related to the Medium Capacity Weight Truck and The Petroleum Test truck. The

123 fee will be collected from Napa County and identified as a MOA ADMINISTRATIVE FEE of
124 5.0 percent for fees collected in relation to the Heavy Capacity Weight Truck.

125
126 The fee shall be evaluated and adjusted in conjunction with the VEHICLE REPLACEMENT
127 FUND percent contributions review process described in Article 7, Subsection 7.3.

128
129 **1.14 EXHIBIT DOCUMENTS.** The MOA consists of this document and the following
130 exhibits which are hereby incorporated into the MOA.

- 131 EXHIBIT A: Marin County's petition requesting revisions to the existing MOA.
- 132 EXHIBIT B: VEHICLE REPLACEMENT ALLOCATIONS by county, and vehicle.
- 133 EXHIBIT C: VEHICLE MILEAGE FEES, by MOA VEHICLE.
- 134 EXHIBIT D: MOA VEHICLE EQUITY share value by county and vehicle.
- 135 EXHIBIT E: COST ALLOCATION by county and vehicle.
- 136 EXHIBIT F: Marin County's Compensatory Equity Value balance as of July 1, 2017.

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140 **ARTICLE 2. ADMINISTRATIVE COMMITTEE AUTHORITY**

141

142 **2.1** The ADMINISTRATIVE COMMITTEE may administratively revise the VEHICLE
143 REPLACEMENT AMOUNTS, the VEHICLE MILEAGE FEES and any other process or
144 procedure described in the MOA in order to keep the MOA funds solvent, effective, and
145 equitable in the sharing of resources. Upon a major restructuring of the MOA, the
146 ADMINISTRATIVE COMMITTEE will obtain each county’s Board of Supervisors approval.

147

148 **2.2** The ADMINISTRATIVE COMMITTEE may purchase and add equipment to the MOA.
149 Any new fee increases in excess of \$25,000 for a single County shall be approved by the
150 County Executive Officer or Board of Supervisors of that County.

151

152 The ADMINISTRATIVE COMMITTEE shall establish policy and operating procedures for
153 MOA VEHICLES. When appropriate, the ADMINISTRATIVE COMMITTEE may direct the
154 FUND ADMINISTRATOR to collect any fees described herein it deems necessary to keep
155 the MOA VEHICLES operational and the MOA funds solvent.

156

157

158 **ARTICLE 3. FUND ADMINISTRATOR TO THE MOA**

159

160 **3.1** At the direction of the ADMINISTRATIVE COMMITTEE, Sonoma County serves as
161 the FUND ADMINISTRATOR of the MOA. As such, the duties of the FUND
162 ADMINISTRATOR include the following:

- 163 **(a)** Securing MOA VEHICLE and equipment purchase bids
- 164 **(b)** Administering the purchase, repair and sale of vehicles
- 165 **(c)** Installing and placing into service any MOA VEHICLES, including providing the
166 weight standards and equipment necessary to place the vehicles in service
- 167 **(d)** Providing motor vehicle liability insurance in at least the amount required by law and
168 collision insurance in at least the amount necessary to replace the MOA VEHICLES
- 169 **(e)** Administering the VEHICLE REPLACEMENT FUND and VEHICLE MAINTENANCE
170 FUND which includes tracking fund balances, tracking vehicle mileage by MOA

171 Participants for shared vehicles, and reporting out on an annual basis or as directed
172 by the ADMINISTRATIVE COMMITTEE.

173 (f) Invoicing of annual MOA Participant contributions, arranging for and tracking vehicle
174 repairs, costs and mileage fees for each MOA VEHICLE.

175

176

177 **ARTICLE 4. EQUIPMENT PURCHASE AND PLACING IN SERVICE**

178

179 **4.1** MOA VEHICLE specifications, essential equipment to those vehicles, including the
180 truck bed and crane specifications, shall be researched by the STEERING COMMITTEE at
181 the direction of the ADMINISTRATIVE COMMITTEE.

182

183 **4.2** The FUND ADMINISTRATOR shall be responsible for the acquisition of MOA
184 VEHICLES, weight standards and equipment necessary to place the MOA VEHICLES in
185 service in compliance with Sonoma County's Purchasing Ordinance No.4654 as referenced
186 in the Sonoma County code, sections 2-52 through 2-59.

187

188 **4.3** In the event of a revenue short-fall between the VEHICLE REPLACEMENT FUND
189 balance and the vehicle purchase price, taxes, and set up cost, the ADMINISTRATIVE
190 COMMITTEE shall direct the FUND ADMINISTRATOR to invoice MOA Participants for
191 COST ALLOCATION fees needed to complete the purchase of a vehicle and/or essential
192 equipment that said county holds equity in. These fees shall be paid by the MOA Participants
193 to the FUND ADMINSTRATOR within 30 days of billing. Any new costs exceeding \$25,000
194 per county shall be approved by the Board of Supervisors of each MOA Participant.

195

196 The purchase of any MOA VEHICLES and equipment shall include the following:

197 (a) Secured bids shall not exceed \$500,000 unless approved by the Board of
198 Supervisors of each MOA Participant.

199 (b) Process the purchase order and arrange for delivery of MOA VEHICLES.

200 (c) The FUND ADMINSTRATOR will issue the check for purchase of MOA VEHICLES
201 out of the VEHICLE REPLACEMENT FUND.

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4.4 Title and registration of MOA VEHICLES shall be under Sonoma County.

ARTICLE 5. TRUCK USE

5.1 Each MOA Participant is entitled to the use of any MOA VEHICLES up to but not exceeding the equity percentage they hold equity in as reflected in EXHIBIT D of the MOA. A MOA Participant holding a 50 percent equity share in a MOA VEHICLE is entitled to use the vehicle 50 percent of the vehicle’s availability in a given fiscal year. MOA PARTICIPANTS may choose to donate any of their scheduled equipment time to any other MOA PARTICIPANT of their choosing.

5.2 Only properly licensed and trained employees of MOA Participants are permitted to drive and operate MOA VEHICLES. The driver of any MOA VEHICLE must complete a pre-trip vehicle inspection prior to operating it. Once completed, the inspection results must be recorded by the driver in the vehicle logbook, which must be kept in the vehicle at all times.

5.3 At the ADMINISTRATIVE COMMITTEE’s discretion, MOA Participants may provide vehicle and equipment “for hire” services to the State of California, county, city, or industry groups. Only properly licensed and trained MOA Participant employees are permitted to operate MOA VEHICLES. Any MOA VEHICLE equipment rental fees collected through this process shall be deposited into the VEHICLE MAINTENANCE FUND.

5.4 Drivers of MOA VEHICLES having caused damage to a MOA VEHICLE or its equipment, must clearly identify and record the damage in the vehicle driver’s logbook as soon as possible but no later than twenty-four hours from the time the damage occurred or immediately upon discovering the damage.

Any MOA VEHICLES or associated equipment that has been damaged or that may be unsafe to operate must immediately be taken out of service for repair and reported to the

233 FUND ADMINISTRATOR. If a MOA vehicle, its equipment, or its associated weight
234 standards are damaged due to neglect by an employee of a MOA Participant, as determined
235 by the ADMINISTRATIVE COMMITTEE, that MOA Participant shall be required to fix or
236 replace the damaged items.

237
238 By majority vote, the ADMINISTRATIVE COMMITTEE shall determine if needed repairs or
239 replacement costs of equipment are to be collected from a MOA Participant county due to
240 damage caused by the neglect of one its employee(s). Any costs incurred due to an
241 unavoidable accident or normal wear and tear on the vehicle, given its age and condition, is
242 to be covered by funds in the VEHICLE MAINTENANCE FUND.

243
244 **5.5** Should a MOA VEHICLE become inoperable or require repairs in Napa County or
245 Marin County, the Sealer of Weights and Measures or designee in the county where the
246 vehicle is located shall decide in which county it would be most cost-effective to perform the
247 repairs. If these repairs are performed by Napa County or Marin County, the county
248 performing the repair shall bill the FUND ADMINISTRATOR for the repair costs. Any repairs
249 to MOA vehicles exceeding \$1,500, must be authorized by the FUND ADMINISTRATOR.

250
251 **5.6** When using MOA VEHICLES, each county using any vehicle shall provide and pay
252 for its own operational costs such as fuel, motor oils, diesel exhaust fluid (DEF) or any other
253 consumable expense. Before any MOA vehicle is physically transferred to another county
254 or returned to the Sonoma County's storage facility, the fuel, oil, and water levels shall be
255 checked and filled by the county operating the vehicle. Additionally, any MOA vehicle shall
256 be washed and cleaned on the inside and outside before returned to the Sonoma County
257 storage facility. The ADMINISTRATIVE COMMITTEE shall establish policies and
258 procedures to be followed in maintaining records and handling repairs.

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ARTICLE 6. INSURANCE/HOLD HARMLESS

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- 6.1** During the entire term of this Agreement each MOA Participant shall maintain insurance and/or self-insurance as described below.
- a. Workers Compensation and Employers Liability Insurance
 - b. General Liability Insurance
 - i. Minimum limit: \$5,000,000 per occurrence.
 - ii. The other Members shall be endorsed as additional covered parties for liability arising out of operations performed by or on behalf of the MOA Participant with respect to activities and operations under this Agreement. This coverage shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by the other MOA Participants.
 - c. Vehicle Liability Insurance
 - i. Minimum limit: \$5,000,000 per occurrence.
 - ii. The other MOA Participants shall be endorsed as additional covered parties for liability arising out of operations performed by or on behalf of the MOA Participant with respect to activities and operations under this Agreement. This coverage shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by the other MOA Participants.
 - d. Documentation: Each MOA Participant shall provide a Certificate of Coverage to the other MOA Participants which documents the required coverages.
- 6.2** During the entire term of this Agreement the County of Sonoma shall maintain property insurance covering repair or replacement of MOA VEHICLES.
- a. This insurance shall cover damage to the MOA VEHICLES from all causes except those excluded under the California State Association of Counties (CSAC) Excess Insurance Authority Property Program.
 - b. Current deductibles are the standard deductibles of the CSAC Excess Insurance Authority Property Program: \$10,000 as respects vehicles valued on an Actual

293 Cash Value basis and \$10,000 as respects vehicles valued on a Replacement
294 Cost Value basis, except a \$100,000 deductible applies for vehicles with
295 Replacement Cost Value greater than or equal to \$250,000. The deductibles
296 are subject to change if amended by the CSAC Excess Insurance Authority.

297 c. In the event of partial damage to, or a total loss of, a MOA VEHICLE, each MOA
298 Participant shall pay a portion of the deductible at the appropriate Cost
299 Allocation percentage specified in Exhibit E.

300
301 **6.3** Each MOA Participant shall indemnify, defend, and hold harmless the other MOA
302 Participants for any claims or liability exposure that results from negligence or intentionally
303 wrongful acts or omissions of their respective employees.

304
305

306 **ARTICLE 7. VEHICLE REPLACEMENT FUND**

307
308 **7.1** A VEHICLE REPLACEMENT FUND has been established and will be maintained to
309 allow for the pooling of finances that will permit for the replacement of MOA vehicles at the
310 end of their useful lifespan. The fund is to be administered by Sonoma County's Fleet
311 Services Division. The fund shall hold in trust all fees contributed by MOA Participants for
312 the purposes of replacement of MOA VEHICLES and associated equipment.

313
314 **7.2** To build equity in the VEHICLE REPLACEMENT FUND, the ADMINISTRATIVE
315 COMMITTEE has identified a monetary amount to be collected annually per MOA VEHICLE.
316 This fee is to be collected from MOA Participants for any vehicle they have equity in. The
317 fee is to be identified as the VEHICLE REPLACEMENT CONTRIBUTION fee and is to be
318 paid to the FUND ADMINISTRATOR within 30 days of billing. The VEHICLE
319 REPLACEMENT AMOUNTS and VEHICLE REPLACEMENT CONTRIBUTIONS are listed
320 in EXHIBIT B.

321
322 **7.3** The VEHICLE REPLACEMENT CONTRIBUTION fees will be determined in the
323 following manner; (1) On a per vehicle basis, the miles driven over the lifespan of the vehicle

324 will be added together to determine the total “life-time” miles of that vehicle, (2) The total
325 miles driven by each MOA Participant over the lifespan of the vehicle is divided by the total
326 “life-time” miles of the vehicle, (3) This value is multiplied by 100 will determine each MOA
327 Participant’s VEHICLE REPLACEMENT CONTRIBUTION percentage of the VEHICLE
328 REPLACEMENT AMOUNT.

329
330 **7.4** This percentage amount, is to be paid to the VEHICLE REPLACEMENT FUND for
331 any vehicle MOA Participants hold equity in. A MOA Participant holding a 50 percent equity
332 share in a MOA VEHICLE will pay 50 percent of the annual VEHICLE REPLACEMENT
333 AMOUNT set for that particular vehicle. The current annual VEHICLE REPLACEMENT
334 CONTRIBUTION fees to be collected by MOA Participant and vehicle are listed in EXHIBIT
335 B of the MOA. These fees are to be evaluated every third fiscal year commencing in fiscal
336 year 2017-2018.

337
338 **7.5** Prior to March 30th of every third year and commencing with March 2018, the
339 STEERING COMMITTEE shall review the estimated replacement value of the MOA
340 VEHICLES and evaluate the annual VEHICLE REPLACEMENT CONTRIBUTION fees for
341 each vehicle for the coming fiscal year. The STEERING COMMITTEE may recommend
342 adjustments to these amounts based on actual or projected vehicle replacement costs. Any
343 recommendations adopted by the ADMINISTRATIVE COMMITTEE will become effective
344 the following fiscal year. New fee adoptions exceeding \$25,000 per county in a given fiscal
345 year shall be approved, prior to budgeting, by the County Executive Officer or the Board of
346 Supervisors of each of the parties to this agreement.

347
348

349 **ARTICLE 8. VEHICLE MAINTENANCE FUND**

350
351 **8.1** A VEHICLE MAINTENANCE FUND has been established and shall be maintained to
352 manage the operational cost of MOA VEHICLES. The fund is administered by the FUND
353 ADMINISTRATOR. The fund shall hold in trust self-assessed VEHICLE MILEAGE FEES
354 collected from MOA Participants for MOA VEHICLES they operate in the given fiscal year.

355 The fund will also hold in trust any COSTS ALLOCATION fees the ADMINISTRATIVE
356 COMMITTEE deems necessary to collect to keep the fund solvent.

357
358 Deposits to the fund shall be tracked in two separate sub funds. Fees collected from Napa
359 County and Sonoma County may be used to maintain all MOA VEHICLES. Deposits made
360 by Marin County must be tracked separately and may only be used to support the Medium
361 Capacity Weight Truck and the Petroleum Test Truck, vehicles Marin County owns equity
362 shares in via ongoing contributions to the VEHICLE REPLACEMENT FUND. The current
363 VEHICLE MILEAGE FEES are listed in EXHIBIT C of the MOA.

364
365 **8.2** On or before June 30th of each year, the FUND ADMINISTRATOR, shall bill each
366 MOA Participant in arrears for VEHICLE MILEAGE FEES they incurred for each vehicle
367 they operated over the fiscal year. Mileage rates shall commence when the MOA
368 VEHICLES leave the parked facility and shall end upon return to the same facility. These
369 fees are to be paid to the FUND ADMINSTRATOR within 30 days of billing.

370
371 **8.3** To maintain fund solvency, the ADMINISTRATIVE COMMITTEE may direct the
372 FUND ADMINSTRATOR to pre-bill MOA Participants for VEHICLE MILEAGE FEES, prior
373 to June 30th of the current fiscal year. These fees are to be paid to the FUND
374 ADMINSTRATOR within 30 days of billing.

375
376 Pre-billing of mileage fees outside of the normal process will be based on prior year average
377 mileage use by each MOA member county. The pre-billing charges will be reconciled to
378 actual incurred miles at the end of the fiscal year and the appropriate debits or credits will
379 be allocated to each MOA Participant to reflect their true mileage costs.

380
381 **8.4** Prior to March 30th of each year, the STEERING COMMITTEE shall review the status
382 of the VEHICLE MAINTENANCE FUND for annual repair and maintenance costs, safety-
383 related certification costs, maintenance fund administrative and accounting costs, and any
384 other costs associated with maintaining the MOA VEHICLES in proper operating condition.

385 Recommended fee adjustments will be reviewed by the ADMINISTRATIVE COMMITTEE
386 and if approved, will take effect at the beginning of the following fiscal year.

387
388 **8.5** Payment out of the VEHICLE MAINTENANCE FUND shall be made by the FUND
389 ADMINISTRATOR. Sonoma County shall be responsible for arranging all routine
390 maintenance and contracting for any repairs, except if otherwise provided in Article 5.

391
392
393 **ARTICLE 9. VEHICLE STORAGE**

394
395 When the vehicles are not scheduled for use outside Sonoma County, they shall be parked
396 in a secure facility provided by Sonoma County.

397
398
399 **ARTICLE 10. ARBITRATION**

400
401 **10.1** In the event of a dispute, controversy or claim arising out of or relating in any way to
402 the MOA, the complaining MOA Participant shall notify the other Party and the
403 ADMINISTRATIVE COMMITTEE in writing, on formal letterhead and signed by the Sealer
404 of said county. Within thirty (30) days of such notice, management level representatives of
405 the relevant MOA Participants shall meet at an agreed location to attempt to resolve the
406 dispute in good faith. In the event that the management level representatives are unable to
407 resolve a dispute, controversy, or claim arising out of or relating in any way to MOA,
408 including, without limitation, any dispute concerning the construction, validity, interpretation,
409 enforceability, or breach of the MOA, the matter shall be exclusively resolved by binding
410 arbitration in Santa Rosa, California pursuant to California law. Each party shall bear its
411 own costs, fees, and expenses. The arbitrator shall only require the parties to disclose
412 documents that they intend to rely on in presentation of their case at the hearing. The
413 arbitrator is not authorized to award punitive or other damages not measures by the
414 prevailing party's actual damages. The arbitrator shall issue a reasoned award. Judgment

415 on the award rendered by the arbitrator may be entered in any court having jurisdiction
416 thereof.

417

418

419 **ARTICLE 11. CONTINUATION OR TERMINATION OF THIS AGREEMENT**

420

421 **11.1** This agreement will continue in force from year to year unless terminated by the MOA
422 Participants. If any MOA Participant wishes to withdraw from this agreement or any section
423 herein, it may do so only after notification is submitted in writing to the ADMINISTRATIVE
424 COMMITTEE at least one hundred twenty (120) days prior to the proposed withdrawal date.
425 The withdrawing party must file a written request with the ADMINSITRATIVE COMMITTEE
426 requesting that its equity share be “bought-out” of the MOA by the remaining MOA
427 Participants through payment of the LESSER of the following two options;

428 (a) The CURRENT MARKET VALUE equity share equivalent, for all MOA VEHICLES
429 the withdrawing county holds equity in.

430 (b) The total VEHICLE REPLACEMENT CONTRIBUTION amounts made by the
431 withdrawing county to the VEHICLE REPLACEMENT FUND over the last 20 years.

432

433 In lieu of a cash-out payment, the county leaving the MOA may choose to reach an
434 alternative agreement with the ADMINISTRATIVE COMMITTEE that is satisfactory to all
435 MOA Participants.

436

437 **11.2** If the remaining MOA Participants do not reach agreement or are unable to purchase
438 the withdrawing party’s equity-share in the vehicles upon termination as described above,
439 such vehicles shall be sold and the monies received from the sale as well as any funds in
440 the VEHICLE MAINTENANCE FUND and VEHICLE REPLACEMENT FUNDS shall be
441 distributed to the MOA Participants in the same proportion as that party’s equity in the MOA
442 VEHICLES.

443

444 **11.3** Upon termination of this agreement the weight standards and any other equipment
445 not a part of the original purchase used on MOA VEHICLES shall be returned to the county
446 of original ownership.

447
448 **11.4** If Sonoma County withdraws from this agreement, title to the Heavy Capacity Weight
449 Truck shall be transferred to Napa County, unless the vehicle is sold as provided under
450 Section 11.2 above, and the Medium Capacity Weight Truck and Petroleum Test Truck shall
451 be transferred to Marin County and Napa County, unless the vehicles are sold as provided
452 under Section 11.2 above.

453

454

455 **ARTICLE 12. MOA TERMS TO ADDRESS MARIN COUNTY'S PARTIAL "BUY OUT"**

456

457 **12.1** The terms in this Article 12 are effective July 1, 2017.

458

459 **12.2** The ADMINISTRATIVE COMMITTEE has approved Marin County's request to
460 withdraw from the portion of the MOA dealing with the Heavy Capacity Weight Truck
461 VEHICLE REPLACEMENT CONTRIBUTION obligations under Article 7, Section 7.3, while
462 keeping intact the remaining partnership portions of this Agreement with respect to the
463 Medium Capacity Weight truck and the Petroleum Test Truck.

464

465 **12.3** The MOA Participants agree that Marin County's equity share value for the Heavy
466 Capacity Weight Truck is \$45,000, which is the summation of all Marin County payments to
467 the replacement of the Heavy Capacity Weight Truck over the last 13 years (since joining in
468 2004); \$1,500 annual payments in 2004, 2005, 2006, 2007, 2008, 2009 (total = \$9,000);
469 \$3,000 annual payments in 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017 (total =
470 \$24,000); \$4,000 enhanced payments in 2014, 2015, 2016 (total = \$12,000).

471

472 In lieu of providing a "buy-out" equity payment to Marin County, the ADMINISTRATIVE
473 COMMITTEE agrees to Marin County's request to withdraw from the MOA's Heavy Capacity

474 Weight Truck obligations under Article 7, Section 7.3 (VEHICLE REPLACEMENT
475 CONTRIBUTION) under the following conditions:

- 476
- 477 **(a)** The MOA Participants agree that Marin County’s “buy-out” equity value is \$45,000
478 as of July 1, 2017. Changes in this “buy-out” equity value will be tracked separately
479 by the FUND ADMINISTRATOR and will be a credit for the exclusive purpose of
480 Heavy Capacity Weight Truck services provided to Marin County by Napa County
481 and Sonoma County. This credit may not be used to fulfill any other financial
482 commitments Marin County is obligated to satisfy under the MOA.
- 483 **(b)** The Heavy Capacity Weight Truck will be available to Marin County to assist Marin
484 County Weights and Measures with heavy capacity commercial scale inspections, for
485 a maximum of fifteen working days in a calendar year, with the exclusion of any days
486 in the months of July, August, and September.
- 487 **(c)** One licensed commercial driver/crane operator will be available to drive the Heavy
488 Capacity Weight Truck to assist Marin County. The obligation to provide this service
489 in a given calendar year will alternate between Napa County and Sonoma County
490 Weights and Measures, commencing with Sonoma County Weights and Measures in
491 2017.
- 492 **(d)** The FUND ADMINISTRATOR shall invoice Marin County against the remaining
493 “buy-out” equity value, for the following services rendered by Napa County or
494 Sonoma County:
- 495 i) The staff hours required to render Heavy Capacity Weight Truck services to
496 Marin County at the current published hourly rate by Sonoma County or Napa
497 County Weights and Measures, dependent on the county performing the
498 services.
- 499 ii) The total miles driven for the Heavy Capacity Weight Truck from and to the
500 Sonoma County Heavy Capacity Road Yard charged at the current Heavy
501 Capacity Weight Truck mile rate established by the ADMINISTRATIVE
502 COMMITTEE and charged to MOA Participants.
- 503 iii) The cost of fuel to drive the Heavy Capacity Weight Truck to Marin County,
504 commencing from and to the vehicle’s storage facility at the value it would cost

505 the county rendering the services in the given month in which the services were
506 rendered.

507 iv) A daily vehicle use fee of \$100 per day.

508 v) In assisting Marin County Weights and Measures with the Heavy Capacity
509 Weight Truck services, the FUND ADMINISTRATOR will debit Marin County the
510 incurred costs as stated in subsections (a), (b), (c) and (d) above for services
511 rendered, against any remaining balance in Marin County "buy-out" equity value,
512 until all the "buy-out" equity value has been expended in addition to any
513 remaining expenses, if any, will be invoiced to Marin County.

514 vi) The ADMINISTRATIVE COMMITTEE reserves the right to pay Marin County for
515 its remaining equity value and in doing so, fulfilling all future obligations to Marin
516 County as described in Article 11 of the MOA.

517

518

519 **ARTICLE.13 AGREEMENT COMPLETE**

520

521 The foregoing constitutes the full and complete Agreement of the parties. There are no oral
522 understandings or agreements not set forth in writing herein.

523

524 **IN WITNESS WHEREOF**, the parties hereto have entered into this agreement on
525 the date of the last execution below.

526

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529 **COUNTY OF MARIN**
530

531 By _____
532
533
534 _____ Chair,
535 Marin County Board of Supervisors
536

ATTEST: _____
Deputy Clerk, Board of Supervisors
For the County of Marin

537
538 APPROVED AS TO FORM
539 Brian Washington
540 Marin County Counsel

541
542 By: _____ Date: _____
543

544
545
546 **NAPA COUNTY, a political subdivision of the State of California**
547

548 By _____
549 **BRAD WAGENKNECHT, Chair of the**
550 **Board of Supervisors**
551

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ Deputy County Counsel</p> <p>Date: _____</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: GLADYS I. COIL Clerk of the Board of Supervisors</p> <p>By: _____</p>
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553
554
555 **COUNTY OF SONOMA**
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557 By _____
558
559 _____ Chair,
560 Sonoma County Board of Supervisors
561

ATTEST: _____
Ex Officio Clerk, Board of Supervisors
For the County of Sonoma

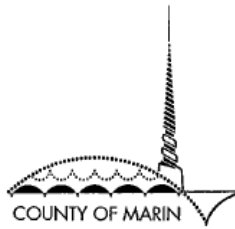
562 APPROVED AS TO FORM
563 Sonoma County Counsel

564
565 By: VBell Date: 4/11/18

566

567

EXHIBIT A



DEPARTMENT OF
AGRICULTURE, WEIGHTS AND MEASURES
 Promoting and protecting agriculture, environmental quality, and ensuring equity in the marketplace.

Stacy K. Carlsen
 AGRICULTURAL COMMISSIONER
 DIRECTOR OF WEIGHTS AND
 MEASURES

January 31, 2017

1682 Novato Boulevard
 Suite 150-A
 Novato, CA 94947
 415 473 6700 T
 415 473 7543 F
 CRS Dial 711
www.marincounty.org/ag

To: Tony Linegar, Sonoma County Agricultural Commissioner/Sealer
 Greg Clark, Napa County Agricultural Commissioner/Sealer

Subject: Request to have Napa and Sonoma buy out Marin County's share of the JPA Heavy Capacity Weight Truck (HCT)

Dear Tony and Greg,

Marin County formally requests to have Napa and Sonoma buy out Marin County's share of the JPA Heavy Capacity Weight Truck (HCT) due to the department's minimal use of it. Marin County's contribution to the HCT Replacement Fund has been 25% as required by the JPA, but actual usage has been 1-2% as noted below.

Marin County's needs for the HCT have changed since the inception of the JPA. Over the past seven years and longer, the department has needed the HCT only 1-2 days per year. This represents about 1-2% of the total use of the truck compared to Napa and Sonoma counties. Beginning with FY 2016-17, we project needing the HCT 1-2 days every other year, or half as much.

We request an analysis be performed to determine Marin County's equity in the HCT as per Section IX. Continuation or Termination of this Agreement of the JPA. Additionally, Sonoma County needs to determine the estimated cost of performing Marin County's inspections over past years.

We have identified two possible solutions to have Napa and Sonoma Counties buy out Marin County's share of the HCT:

1. Have Napa and Sonoma pay a lump sum or installments to Marin County over a specific period of time
2. Have the JPA cover the cost over time as Marin County needs the HCT

We recommend solution #2, and propose Marin County enter into an agreement with the JPA to perform the needed inspections, and have the JPA cover the cost of these inspections until Marin County's total contributions have been expended.

April 9, 2018

PG. 2 OF 2

We would need to determine a baseline daily cost (to be adjusted as needed) to perform Marin County's inspections and that amount could be deducted from Marin County's total contributions. Marin County's inspections, costs, and remaining balance could be tracked in a spreadsheet. Once all funds were expended, Marin County could enter into an agreement with Sonoma County to have the HCT inspections performed as needed.

Please let me know your thoughts and concerns with this proposal.

Sincerely,



Stacy Carlsen
Agricultural Commissioner
Director of Weights and Measures

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EXHIBIT B

**VEHICLE REPLACEMENT FUND
ANNUAL VEHICLE REPLACEMENT AMOUNTS & ALLOCATIONS
(PER VEHICLE AND COUNTY)
Effective 7/1/2017**

-- __ -- __ -- __ -- __ -- __ -- __ -- __ -- __ -- __ -- __ -- __ -- __ -- __ -- __ -- __ --

Heavy Capacity Weight Truck- Annual Replacement Amount = \$12,000

Napa County 48.0 percent, (\$5,760)
Sonoma County 52.0 percent, (\$6,240)

Medium Capacity Weight Truck-- Annual Replacement Amount = \$8,000

Marin County 12.5 percent, (\$1,000)
Napa County 42.5 percent, (\$3,400)
Sonoma County 45.0 percent, (\$3,600)

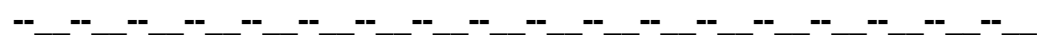
Petroleum Test Truck- Annual Replacement Amount = \$4,000

Marin County 32.0 percent, (\$1,280)
Napa County 27.5 percent, (\$1,100)
Sonoma County 40.5 percent, (\$1,620)

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EXHIBIT C

**VEHICLE MILEAGE FEES
(PER VEHICLE)
Effective 7/1/2017**



Heavy Capacity Weight Truck Mileage Fee:

\$3.00 per mile driven

Mid Capacity Weight Truck Mileage Fee:

\$ 1.50 per mile driven

Petroleum Test Truck Mileage Fee:

\$1.00 per mile driven

EXHIBIT E

**COST ALLOCATION VALUES
(PER VEHICLE AND COUNTY)
Effective 7/1/2017**

-- __ -- __ -- __ -- __ -- __ -- __ -- __ -- __ -- __ -- __ -- __ -- __ -- __ -- __ --

COST ALLOCATIONS for purchasing, repairing or placing in to service the Heavy Capacity Weight Truck shall be as follows:

- Napa County: 48.0 percent of cash outlay costs
- Sonoma County: 52.0 percent of cash outlay costs

COST ALLOCATIONS for purchasing, repairing or placing in to service the Medium Capacity Weight Truck shall be as follows:

- Marin County: 12.5 percent of cash outlay costs
- Napa County: 42.5 percent of cash outlay costs
- Sonoma County: 45.0 percent of cash outlay costs

COST ALLOCATIONS for purchasing, repairing or placing in to service the Petroleum Test Truck shall be as follows:

- Marin County: 32.0 percent of cash outlay costs
- Napa County: 27.5 percent of cash outlay costs
- Sonoma County: 40.5 percent of cash outlay costs

EXHIBIT F

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MARIN COUNTY'S EQUITY SHARE BALANCE

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(MOA ARTICLE 11, SECTIONS 11.2 AND 11.3)

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Date: July 1, 2017; "Buy-Out" Equity Share Balance = \$45,000



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: May 22, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Erick Roeser – 565-3285
Paul Cocking – 565-2858

Supervisorial District(s):

County wide

Title: Santa Rosa City School General Obligation Bonds

Recommended Actions:

- 1.) Adopt a resolution of the Board of Supervisors of the County of Sonoma authorizing the issuance and sale of Santa Rosa High School District General Obligation Bonds, 2014 Election, 2018 Series C and Series D, in an aggregate principal amount not to exceed seventy million dollars.
- 2.) Adopt a resolution of the Board of Supervisors of the County of Sonoma authorizing the issuance and sale of Santa Rosa Elementary School District General Obligation Bonds, 2014 Election, 2018 Series D and Series E, in an aggregate principal amount not to exceed thirteen million dollars.

Executive Summary:

The City of Santa Rosa High School District and the City of Santa Rosa Elementary School District (Districts) request the Board of Supervisors issue the General Obligation bonds, 2014 Election, 2018 Series C, D and E, in the name and on behalf of the Districts in the aggregate principal amount not to exceed \$70.0m and \$13.0m respectively, pursuant to Education Code Section 15140(a).

Discussion:

Education Code Section 15140(a) and (b) requires the Board of Supervisors to issue general obligation bonds on behalf of a school district if the school district has received a qualified or negative certification in its most recent interim report. The Districts received qualified certification of their First Interim Reports and Second Interim Reports for fiscal years 2016-17 and 2017-18. This has been confirmed with the California Department of Education. Education Code Section 42131 states, in relevant part, that “a qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.” Since the Districts have received such a certification, Education Code Section 15140 (a) and (b) require the County to issue the bonds on behalf of the District. Accordingly, in order to complete their issuance of bonds, the Districts have requested this Board to issue the bonds on their behalf. The Districts are requesting

that the County consent to the issuance of the bonds at a negotiated sale, as permitted by Government Code Section 536506 and 53508.7, Education Code Sections 15350 *et seq.*, 15140 and 15146, and the terms and conditions set forth in the Districts’ resolutions. The Board’s consent and authorization will only apply to these specific bonds.

The attached resolutions approve the issuance of the bonds on behalf of the District, outline the terms of the bonds and the forms of the bonds. Also attached as part of the resolutions are forms of an agreement of purchase among the County, the District and the underwriter. The resolutions, purchase agreements, and preliminary and official statements state that the bonds are general obligations of the Districts, not the County. The purchase agreement requires the District to indemnify the County with respect to claims arising out of the issuance of the bonds. The County will not approve the form of a preliminary official statement, official statement, or other disclosure document. All disclosure documents will be approved by the District. The County will only provide disclosure with respect to the Treasurer’s investment policy and the investment pool.

Importantly, pursuant to the specific requirements of Education Code Section 15140(a), the Board must issue the bonds on behalf of the Districts “as soon as possible, when appropriate, following the receipt of a resolution duly adopted by the governing board of the District.” The Districts have had a qualified certification since the first interim status report in FY 2016-17 and continuing through the first interim status report in FY 2017-18. The original qualified certifications were due in part to: using unrestricted resources to cover restricted program expenditures in excess of revenues, salary increases, and increased contribution rates to fund CalSTRS and CalPERS. Staff identified several possible budgetary fixes. However, these were in part predicated on stable enrollment. Reductions in revenues attributable to the recent Sonoma County complex fires has resulted in further reductions in anticipated revenues. Due to the mandatory nature of the issuance of the bonds on behalf of the District, it is recommended that the Board approve the issuance without further action.

Following the bond sale, the proceeds will be deposited with the Sonoma County Auditor-Controller-Treasurer-Tax Collector and held in a statutorily designated fund, the funds of which are invested in the County Pool.

Annual bond debt service will be paid from ad valorem tax revenues. Ad valorem tax rates will be adjusted for each bond authorization as necessary.

Prior Board Actions:

None

Strategic Plan Alignment Goal 3: Invest in the Future

The Treasurer maintains a balanced investment portfolio to ensure sufficient liquidity for County and School programs.

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:			
<ol style="list-style-type: none"> Resolution of the Board of Supervisors Authorizing the Issuance of GO Bonds on Behalf of the City of Santa Rosa Elementary School District Resolution of the Board of Supervisors Authorizing the Issuance of GO Bonds on Behalf of the City of Santa Rosa High School District 			

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

1. Santa Rosa HSD District Resolution
2. Santa Rosa ESD District Resolution
3. Santa Rosa HSD Bond Purchase Agreement
4. Santa Rosa ESD Bond Purchase Agreement



County of Sonoma
State of California

Date: May 22, 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 Issuance And Sale Of General Obligation Bonds, 2014 Election, 2018 Series D
And General Obligation Bonds, 2014 Election, 2018 Series E Of The City Of Santa Rosa
Elementary School District In An Aggregate Principal Amount Not To Exceed Thirteen Million
Dollars**

Whereas, the issuance of not to exceed \$54,000,000 aggregate principal amount of general obligation bonds (the "Authorization") of the City of Santa Rosa Elementary School District (the "District"), County of Sonoma (the "County"), State of California was authorized at an election (the "Election") held in said District on November 4, 2014; and

Whereas, the proceeds of the Election are to be used for the financing of the acquisition, construction, equipping, furnishing and improvement of certain capital facilities of the District (the "Project") described in the bond measure submitted to the voters at the Election (the "Measure"); and

Whereas, the District has previously issued three series of general obligation bonds under the Authorization such that \$29,500,000 of general obligation bonds remain to be issued under the Authorization; and

Whereas, the District has determined the need for issuance of one or more series of its general obligation bonds under the Authorization in an aggregate principal amount not to exceed Thirteen Million Dollars (\$13,000,000) in order to finance certain costs of the Project; and

Whereas, Section 15140 of the Education Code of the State of California (the "Education Code") requires that general obligation bonds of a district that has received a qualified or negative certification on its most recent interim report shall be offered for sale by the Board of Supervisors of the County (the "County Board"), the county superintendent of which has jurisdiction over such district, as soon as possible following receipt of a resolution adopted by the governing board of such district; and

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WHEREAS, the County Board has received a resolution (the "District Resolution") of the Board of Education of the District (the "District Board") requesting the issuance of the fourth and fifth series of bonds within the Authorization in an aggregate principal amount not to exceed Thirteen Million Dollars (\$13,000,000) (the "Bonds") in order to finance the Project; and

Now, Therefore, Be It Resolved by the Board of Supervisors of the County of Sonoma as follows:

SECTION 1. Definitions. The following terms shall for all purposes of this Resolution have the following meanings:

"Authorized Investments" shall mean the County Investment Pool, the Local Agency Investment Fund, any investment authorized pursuant to Sections 53601 and 53635 of the California Government Code, or investment agreements, including guaranteed investment contracts, float contracts or other investment products (provided that such agreements comply with the requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

"Authorizing Law" shall mean, collectively, (i) Section 53506 *et seq.* of the Government Code of the State of California, as amended, (ii) Chapter 1, Part 10, Division 1, Title 1 of the Education Code (commencing with Section 15140), as amended, and (iii) Article XIII A of the California Constitution.

"Beneficial Owner" means any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories including, but not limited to, through the Nominee.

"Bond Counsel" and "Disclosure Counsel" means the law firm of Dannis Woliver Kelley, as Bond Counsel and Disclosure Counsel to the District and a firm of nationally recognized standing with respect to the issuance of municipal obligations.

"Bond Insurer" shall mean any financial guaranty company that guarantees the scheduled payments of principal and interest on the Bonds when due.

"Bond Insurance Policy" shall mean a policy of municipal bond insurance which guarantees the scheduled payments of principal and interest on the Bonds when due.

"Bond Obligation" shall mean from time to time as of the date of calculation, the Principal Amount of any Bond.

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement, by and among the District, the County and the Representative on behalf of the Underwriters, relating to the Bonds.

"Bonds" shall mean, collectively, the City of Santa Rosa Elementary School District General Obligation Bonds, (Sonoma County, California) 2014 Election, 2018 Series D and City of Santa Rosa Elementary School District General Obligation Bonds, (Sonoma

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County, California) 2014 Election, 2018 Series E, as further designated as one or more series of Bonds, issued and delivered pursuant to this Resolution.

"Bond Year" shall mean the twelve-month period commencing August 1 in any year and ending on the last day of July in the next succeeding year, both dates inclusive, or as otherwise set forth in the Bond Purchase Agreement; provided, however, that the first Bond Year shall commence on the day the Bonds are issued and shall end on July 31, 2018, both dates inclusive, or as otherwise set forth in the Bond Purchase Agreement.

"Business Day" shall mean a day that is not a Saturday, Sunday or a day on which banking institutions in the State or the State of New York and the New York Stock Exchange are authorized or required to be closed.

"Code" shall mean the Internal Revenue Code of 1986, as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds.

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement of the District for the benefit of the Owners and Beneficial Owners of the Bonds.

"Costs of Issuance" shall mean all of the costs of issuing the Bonds, including but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds and the Official Statement pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; financial advisor fees; rating agency fees and related travel expenses; auditor's fees; CUSIP service bureau charges; legal fees and expenses of counsel with respect to the financing; the initial fees and expenses of the Paying Agent; and other fees and expenses incurred in connection with the issuance of the Bonds, to the extent such fees and expenses are approved by the District.

"County" shall mean the County of Sonoma, California.

"County Board" shall mean the Board of Supervisors of the County.

"County Office of Education" shall mean the Office of Education of the County and such other persons as may be designated by the County Office of Education to perform the operational and disbursement functions hereunder.

"Debt Service" shall have the meaning given to that term in Section 20(c) of this Resolution.

"Debt Service Fund" shall mean the Debt Service Fund established pursuant to Section 20(a) of this Resolution.

"Depository" shall mean DTC and its successors and assigns or if (a) the then Depository resigns from its functions as securities depository of the Bonds, or (b) the County discontinues use of the Depository pursuant to this Resolution, any other securities depository that agrees to follow procedures required to be followed by a securities depository in connection with the Bonds and that is selected by the Treasurer.

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"DTC" shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

"Excess Earnings Fund" shall mean the Excess Earnings Fund established pursuant to Section 21 of this Resolution.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment. To the extent required by the Regulations, the term "investment" will include a hedge.

"Fiscal Year" shall mean the twelve-month period commencing on July 1 of each year and ending on the following June 30 or any other fiscal year in effect for the District.

"Interest Payment Date" shall mean February 1 and August 1 in each year, or as otherwise specified in the Bond Purchase Agreement, commencing on the date specified in the Bond Purchase Agreement.

"Moody's" shall mean Moody's Investors Service, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

"Nominee" shall mean the nominee of the Depository which may be the Depository, as determined from time to time by the Depository.

"Outstanding" when used with reference to the Bonds, shall mean, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

- (i) Bonds canceled at or prior to such date;
- (ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 14 hereof;
- (iii) Bonds for the payment or redemption of which funds or eligible securities in the necessary amount shall have been set aside (whether

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on or prior to the maturity or redemption date of such Bonds), in accordance with Section 40 of this Resolution.

"Owner" shall mean the registered owner, as indicated in the Bond Register, of any Bond.

"Participant" shall mean a member of or participant in the Depository.

"Paying Agent" shall mean The Bank of New York Mellon Trust Company, N.A., its successors or assigns, acting in the capacity of paying agent, registrar, authenticating agent and transfer agent.

"Pledged Moneys" shall have the meaning given to that term in Section 19 of this Resolution.

"Principal" or "Principal Amount" shall mean, as of any date of calculation, the principal amount thereof.

"Principal Payment Date" shall mean August 1 in each year, or as otherwise specified in the Bond Purchase Agreement, commencing on the date specified in the Bond Purchase Agreement.

"Record Date" shall mean the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date.

"Regulations" shall mean applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Representative" shall mean RBC Capital Markets, LLC, as representative of itself and Raymond James & Associates, Inc.

"Resolution" shall mean this Resolution of the County Board providing for the issuance and sale of the Bonds.

"S&P" shall mean Standard & Poor's Global Ratings, a Standard & Poor's Financial Services LLC business, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

"Securities Depositories" shall mean The Depository Trust Company, 55 Water Street, New York, New York 10041, Fax (212) 855-1000; and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the County may designate in a certificate of the County delivered to the Paying Agent.

"State" shall mean the State of California.

"Superintendent" shall mean the Superintendent of the District.

"Superintendent of Schools" shall mean the Superintendent of Schools of the County.

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"Supplemental Resolution" shall mean any resolution supplemental to or amendatory of this Resolution, adopted by the County in accordance with Section 37 or Section 38 hereof.

"Tax Certificate" shall mean a certificate as to arbitrage of the District delivered in connection with the issuance of the Bonds.

"Transfer Amount" shall mean the aggregate Principal Amount thereof.

"Treasurer" shall mean the Treasurer-Tax Collector of the County or any authorized deputy thereof.

"Underwriters" shall mean, collectively, RBC Capital Markets, LLC and Raymond James & Associates, Inc.

SECTION 2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and vice versa. Except where the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

SECTION 3. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Authorizing Law.

SECTION 4. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the County and the Owners from time to time of the Bonds; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

SECTION 5. Terms of Bonds. The Bonds shall be dated their date of delivery (or such other date as may be designated in the Bond Purchase Agreement). The Bonds shall bear interest at rates not to exceed the maximum rate permitted by law, payable on the dates as may be set forth in the Bond Purchase Agreement, and payable upon maturity, shall mature on August 1 of each of the years as set forth in the Bond Purchase Agreement, or such other maturity date as may be set forth in the Bond Purchase Agreement, through a date no later than 30 years after the date of issuance of the Bonds, or otherwise upon such other terms and conditions as shall be established for the Bonds by the Bond Purchase Agreement. The Bond Purchase Agreement may provide for the purchase of Bonds in any combination of the foregoing structures and shall provide for optional, mandatory sinking fund and other types and terms of redemption for the Bonds as shall prove most advantageous in marketing said Bonds for the County and the District.

Good faith estimates of (a) the true interest cost of the Bonds; (b) the sum of all fees and charges paid to third parties, including any such fees and charges which the Underwriters agree to pay pursuant to the Bond Purchase Agreement (the "Finance Charge"); (c) the amount of proceeds to be received by the District (less the Finance Charge and any reserves and capitalized interest, if any); and (d) the total debt service

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payments on the Bonds through the final maturity of the Bonds are set forth on Exhibit C attached hereto and incorporated herein.

SECTION 6. Approval of Bond Purchase Agreement. The Treasurer, or his deputy, and such other officers of the County as shall be authorized by the County Board, in consultation with the Representative and Bond Counsel and such officers of the District as shall be authorized by the District Board, are hereby authorized and directed to issue and deliver the Bonds and to establish the final Principal Amount thereof, provided, however, that such combined Principal Amount (in one or more series) shall not exceed the maximum aggregate Principal Amount of \$13,000,000. The form of the Bond Purchase Agreement attached hereto as Exhibit B is hereby approved. The Treasurer, or his deputy, and such other officers of the County as may be authorized by the County Board are, and each of them acting alone is, authorized and directed to execute and deliver the Bond Purchase Agreement for and in the name and on behalf of the County, with such additions, changes or corrections therein as the officer executing the same on behalf of the County may approve, in his/her discretion, as being in the best interest of the County and the District, such approval to be conclusively evidenced by such officer's execution thereof, and any other documents required to be executed thereunder, and to deliver the same to the Representative. The Treasurer, or his deputy, and such other officers of the County as may be authorized by the County Board are, and each of them acting alone is, in consultation with such authorized officers of the District, authorized and directed to negotiate with the Representative the interest rates on the Bonds and the purchase price of the Bonds to be paid by the Representative, which purchase price shall reflect an Underwriter's discount of not to exceed Seven Tenths of One Percent (0.70%) (not including original issue discount or any Costs of Issuance to be paid by the Underwriters) of the Principal Amount thereof. Final terms of the Bonds shall be as set forth in the Bond Purchase Agreement.

SECTION 7. Authorization of Officers. The officers of the County and their authorized representatives are, and each of them acting alone is, hereby authorized to execute any and all documents and do and perform any and all acts and things, from time to time, consistent with this Resolution and necessary or appropriate to carry the same into effect and to carry out its purpose.

SECTION 8. Use of Bond Proceeds. Bonds of the District shall be issued by the County in the name and on behalf of the District in an aggregate Principal Amount not to exceed \$13,000,000, and Bond proceeds shall be applied to finance the construction, acquisition, furnishing and equipping of District property and facilities, as authorized at the Election by the Measure, which shall be incorporated herein by this reference as though fully set forth in this Resolution.

SECTION 9. Reserved.

SECTION 10. Designation and Form; Payment.

- (a) An issue of Bonds of one or more series of tax-exempt or federally taxable bonds entitled to the benefit, protection and security of this Resolution is hereby authorized in an aggregate Principal Amount not to exceed \$13,000,000. Such Bonds shall be general obligations of the District, payable as to Principal, premium, if any, and interest solely from *ad valorem* taxes to be levied upon all of the taxable property in the District without limitation as to rate or amount

(except certain personal property which is taxable at limited rates). The Bonds shall be designated "City of Santa Rosa Elementary School District General Obligation Bonds, 2014 Election, 2018 Series" with such additional series designations as may be necessary or advisable in order to market the Bonds, as set forth in the Bond Purchase Agreement. The Bonds shall be subject to redemption as further set forth in the Bond Purchase Agreement, pursuant to this Resolution.

- (b) The form of the Bonds shall be substantially in conformity with the standard forms of registered school district bonds, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.
- (c) Principal, premium, if any, and interest with respect to any Bond are payable in lawful money of the United States of America. Principal and premium, if any, is payable upon surrender thereof at maturity or earlier redemption at the office designated by the Paying Agent.

SECTION 11. Description of Bonds.

- (a) The Bonds shall be issued in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof, except that one maturity may be in an odd amount. The Bonds shall be dated and shall mature on the dates, in the years and in the Principal Amounts, and interest shall be computed at the rates, set forth in the Bond Purchase Agreement.
- (b) Interest on each Bond shall accrue from its dated date as set forth in the Bond Purchase Agreement. Interest on the Bonds shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the Record Date. Interest with respect to each Bond will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest with respect thereto shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date, in which event interest shall be payable from its dated date; provided, however, that if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest on the Bonds will be made on each Interest Payment Date by check or draft of the Paying Agent sent by first-class mail, postage prepaid, to the Owner thereof on the Record Date, or by wire transfer to any Owner of \$1,000,000 or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than 15 days and not less than ten days prior to the date of the proposed payment of defaulted interest.

SECTION 12. Book-Entry System.

- (a) The Bonds shall be initially issued in the form of a separate single fully registered Bond (which may be typewritten) for each of the maturities of the Bonds within each series. Upon initial issuance, the ownership of each such Bond certificate shall be registered in the Bond Register in the name of the Nominee as nominee of the Depository. Except as provided in subsection (c) hereof, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee and the Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository. Each Bond certificate shall bear a legend substantially to the following effect: "UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

With respect to Bonds registered in the Bond Register in the name of the Nominee, the County and the District shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the County and the District shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any Participant, Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any redemption notice, (iii) the selection by the Depository and the Participants of the beneficial interests in the Bonds to be redeemed in part, or (iv) the payment to any Participant, Beneficial Owner or any other person, other than the Depository, of any amount with respect to Principal of, premium, if any, and interest on, the Bonds. The County and the District may treat and consider the person in whose name each Bond is registered in the Bond Register as the absolute Owner of such Bond for the purpose of payment of Principal of, premium, if any, and interest on, such Bond, for the purpose of giving Redemption Notices and other notices with respect to such Bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Paying Agent shall pay all Principal of, premium, if any, and interest on, the Bonds only to the respective Owners, as shown in the Bond Register, and all such payments shall be valid hereunder with respect to payment of Principal of, premium, if any, and interest on, the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation to make payments of Principal of, premium, if any, and interest, pursuant to this Resolution. Upon delivery by the Depository to the Paying Agent, the County and the District of written

notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions hereof with respect to Record Dates, the word "Nominee" in this Resolution shall refer to such new nominee of the Depository.

- (b) If at any time the Depository notifies the County and the District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the Treasurer within 90 days after the County and the District receive notice or become aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the Treasurer shall issue new bonds representing the Bonds as provided below. In addition, the County and the District may determine at any time that the Bonds shall no longer be represented by book-entry securities and that the provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such event, the Treasurer shall execute and deliver certificates representing the Bonds as provided below. Certificated securities issued in exchange for book-entry securities pursuant to this subsection shall be registered in such names and delivered in such denominations as the Depository shall instruct the County and the District. The Treasurer shall then deliver certificated securities representing the new bonds to the persons in whose names such Bonds are so registered.

If the County and the District determine to replace the Depository with another qualified securities depository, the County and the District shall prepare or cause to be prepared a new fully-registered book-entry security for each of the maturities of Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the County and the District and such securities depository and not inconsistent with the terms of this Resolution.

- (c) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to Principal of, premium, if any, and interest on, such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.
- (d) The initial Depository under this Resolution shall be DTC. The initial Nominee shall be Cede & Co., as nominee of DTC.

SECTION 13. Execution of the Bonds.

- (a) (a) The Bonds shall be executed in the name of the District by the County by the manual or facsimile signature of the Chair of the County Board and the manual or facsimile signature of the Treasurer, and shall be countersigned by the manual or facsimile signature of the Clerk of the County Board or by a deputy of either of such officers. The County's seal (or a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced on each Bond. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and

sealed shall have been issued by the County on behalf of the District, such Bonds may, nevertheless, be issued, as herein provided, as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any of the Bonds may be signed and sealed on behalf of the County by such persons as at the time of the execution of such Bonds shall be duly authorized to hold or shall hold the proper offices in the County, although at the date borne by the Bonds, such persons may not have been so authorized or have held such offices.

- (b) The Bonds shall bear thereon a certificate of authentication executed manually by the Paying Agent. Only such Bonds as shall bear thereon such certificate of authentication duly executed by the Paying Agent shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying Agent. Such certificate of the Paying Agent upon any Bond shall be conclusive evidence that the Bond so authorized has been duly authenticated and delivered under this Resolution and that the Owner thereof is entitled to the benefit of this Resolution.

SECTION 14. Transfer and Exchange. The transfer of any Bond may be registered upon surrender of such Bond to the Paying Agent. Such Bond shall be endorsed or accompanied by delivery of the written instrument of transfer shown in Exhibit A hereto, duly executed by the Owner or his duly authorized attorney, and payment of such reasonable transfer fees as the Paying Agent may establish. Upon such registration of transfer, a new Bond or Bonds, of like tenor and maturity in the same Transfer Amount and in authorized denominations, will be executed and delivered to the transferee in exchange therefor.

The Paying Agent shall deem and treat the person in whose name any Outstanding Bond shall be registered upon the Bond Register as the absolute Owner of such Bond, whether the Principal, premium, if any, or interest with respect to such Bond shall be overdue or not, for the purpose of receiving payment of Principal, premium, if any, and interest with respect to such Bond and for all other purposes, and any such payments so made to any such Owner or upon his order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and the County, the District or the Paying Agent shall not be affected by any notice to the contrary.

Bonds may be exchanged at the office of the Paying Agent for Bonds of like tenor, maturity and Transfer Amount of other authorized denominations. All Bonds surrendered in any such exchange shall thereupon be cancelled by the Paying Agent. The Paying Agent may charge the Owner a reasonable sum for each new Bond executed and delivered upon any exchange (except in the case of the first exchange of any Bond in the form in which it is originally delivered, for which no charge shall be imposed) and the Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period

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beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

SECTION 15. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, the Paying Agent, at the expense of the Owner, shall deliver a new Bond of like date, interest rate, maturity, Transfer Amount, series and tenor as the Bond so mutilated in exchange and substitution for such mutilated Bond, upon surrender and cancellation thereof. All Bonds so surrendered shall be cancelled. If any Bond shall be destroyed, stolen or lost, evidence of such destruction, theft or loss may be submitted to the Paying Agent and if such evidence is satisfactory to the Paying Agent that such Bond has been destroyed, stolen or lost, and upon furnishing the Paying Agent with indemnity satisfactory to the Paying Agent and complying with such other reasonable regulations as the Paying Agent may prescribe and paying such expenses as the Paying Agent may incur the Paying Agent shall, at the expense of the Owner, execute and deliver a new Bond of like date, interest rate, maturity, Transfer Amount and tenor in lieu of and in substitution for the Bond so destroyed, stolen or lost. Any new Bonds issued pursuant to this Section 15 in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

SECTION 16. Bond Register. The Paying Agent shall keep or cause to be kept at its office sufficient books for the registration and registration of transfer of the Bonds. Upon presentation for registration of transfer, the Paying Agent shall, as above provided and under such reasonable regulations as it may prescribe subject to the provisions hereof, register or register the transfer of the Bonds, or cause the same to be registered or cause the registration of the same to be transferred, on such books.

SECTION 17. Unclaimed Money. All money which the Paying Agent shall have received from any source and set aside for the purpose of paying or redeeming any of the Bonds shall be held in trust for the respective Owners of such Bonds, but any money which shall be so set aside or deposited by the Paying Agent and which shall remain unclaimed by the Owners of such Bonds for a period of one year after the date on which any payment or redemption with respect to such Bonds shall have become due and payable shall be transferred to the general fund of the District; provided, however, that the Paying Agent, before making such payment, shall cause notice to be mailed to the Owners of such Bonds, by first class mail, postage prepaid, after a date in said notice, which date shall not be less than 90 days prior to the date of such payment, to the effect that said money has not been claimed and that after a date named therein, any unclaimed balance of said money then remaining will be transferred to the general fund of the District. Thereafter, the Owners of such Bonds shall look only to the general fund of the District for payment of such Bonds.

SECTION 18. Application of Proceeds. Upon the sale of the Bonds, the Treasurer shall deposit or cause to be deposited:

- (a) a portion of the proceeds of the Bonds into the Debt Service Fund to be used to pay interest on the Bonds during construction of the Project;

- (b) the balance of the proceeds of the sale of the Bonds into the Building Fund (the "Building Fund") to the credit of the account within the Building Fund for the related series of Bonds (the "Series D Building Account" and the "Series E Building Account"), which are hereby established for the account of the District and shall be administered by the County Office of Education. The Series D Building Account and the Series E Building Account shall be kept separate and apart from all other accounts of the District hereunder. Money in the Building Fund shall be disbursed from time to time for the payment of the costs of acquiring and constructing the Project. At such time that no amounts remain on deposit in Building Fund, the County Treasurer may close the Building Fund.

SECTION 19. Payment and Security for the Bonds. The County Board shall annually at the time of making the levy of taxes for County purposes, levy a continuing direct *ad valorem* tax for the Fiscal Year upon the taxable property in the District without limitation as to rate or amount (except for certain personal property which is taxable at limited rates) in an amount at least sufficient, together with moneys on deposit in the Debt Service Fund and available for such purpose, to pay the Principal, premium, if any, and interest on each Bond as each becomes due and payable in the next succeeding Bond Year. The tax levy may include an allowance for an annual reserve, established for the purpose of avoiding fluctuating tax levies. The County, on behalf of the District, hereby pledges as security for the Bonds and the interest thereon and the County shall deposit or cause to be deposited in the District's Debt Service Fund, the proceeds from the levy of the aforementioned tax which the County receives (the "Pledged Moneys"). The Pledged Moneys shall be used to pay the Principal of, premium, if any, and interest on the Bonds when and as the same shall become due and payable. The Bonds are the general obligations of the District and do not constitute an obligation of the County except as provided in this Resolution. No part of any fund or account of the County is pledged or obligated to the payment of the Bonds or the interest thereon. Other than the Pledged Moneys, no funds or accounts of the District are pledged to payment of the Bonds.

SECTION 20. Debt Service Fund.

- (a) The County shall deposit or cause to be deposited any accrued interest and any original issue premium not applied towards payment of the Costs of Issuance and received by the County from the sale of the Bonds in the fund established and designated as the "City of Santa Rosa Elementary School District, General Obligation Bonds, 2014 Election, Series 2018, Debt Service Fund" (the "Debt Service Fund") to be administered by the County for the account of the District and used only for the payment of the Principal of, premium, if any, and interest on the Bonds. Within the Debt Service Fund, there is hereby established an account for the Series D Bonds (the "Series D Debt Service Account") and an account for the Series E Bonds (the "Series E Debt Service Account").
- (b) All Pledged Moneys shall be deposited upon collection by the County into the Debt Service Fund and used for the payment of the Principal of, premium, if any, and interest on the Bonds.
- (c) The County shall transfer or cause to be transferred from the Debt Service Fund to the Paying Agent, an amount, in immediately available funds, sufficient to pay all the Principal of, premium, if any, and interest on the Bonds (collectively,

the "Debt Service") on such Interest Payment Date. Debt Service on the Bonds shall be paid by the Paying Agent in the manner provided by law for the payment of Debt Service.

- (d) The District shall cause moneys to be transferred to the extent needed to comply with the Tax Certificate. Any amounts on deposit in the Debt Service Fund when there are no longer any Bonds Outstanding shall be transferred to the general fund of the District.

SECTION 21. Establishment and Application of Excess Earnings Fund. The District shall establish a special fund designated "City of Santa Rosa Elementary School District General Obligation Bonds, 2014 Election, Series 2018, Excess Earnings Fund" (the "Excess Earnings Fund") which shall be administered by the County Office of Education for the account of the District and which shall be kept separate and apart from all other funds and accounts held hereunder. The District shall deposit, or cause to be deposited, moneys to the Excess Earnings Fund in accordance with the provisions of the Tax Certificate. Amounts on deposit in the Excess Earnings Fund shall only be applied to payments made to the United States or otherwise transferred to other accounts or funds established hereunder in accordance with the Tax Certificate.

SECTION 22. Payment of Costs of Issuance. The District may pay, or cause to be paid, Costs of Issuance using proceeds of the Bonds or, to the extent available, original issue premium derived from the sale of the Bonds and applied for that purpose as provided in the Bond Purchase Agreement.

SECTION 23. Establishment of Additional Funds and Accounts. If at any time it is deemed necessary or desirable by the County or the District, the County Office of Education may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

SECTION 24. Redemption. The Bonds shall be subject to redemption as provided in the Bond Purchase Agreement.

SECTION 25. Selection of Bonds for Redemption. Whenever provision is made in this Resolution or in the Bond Purchase Agreement for the redemption of the Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall select Bonds for redemption in such order as the District may direct, or, in the absence of such direction, in inverse order of maturity within a series. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

SECTION 26. Notice of Redemption. When redemption is authorized or required pursuant to this Resolution or the Bond Purchase Agreement, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall give notice (a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption

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price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

- (a) At least 20 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by first class mail, postage prepaid, at their addresses appearing on the Bond Register.
- (b) In the event that the Bonds shall no longer be held in book-entry only form, at least two days before the date of the notice required by clause (a) of this Section, such Redemption Notice shall be given by (i) first class mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories.
- (c) In the event that the Bonds shall no longer be held in book-entry only form, at least two days before the date of notice required by clause (a) of this Section, such Redemption Notice shall be given by (i) first class mail, postage prepaid, or (ii) overnight delivery service, to the Municipal Securities Rulemaking Board.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear the CUSIP number identifying, by series and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Debt Service Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the Principal of, interest, and any premium due on the Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

SECTION 27. Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in

Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the County and the District shall be released and discharged thereupon from all liability to the extent of such payment.

SECTION 28. Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside for the payment of their redemption price, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed, together with interest to such redemption date, shall be held by the Paying Agent or an escrow agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent or an escrow agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Resolution shall be cancelled upon surrender thereof and delivered to or upon the order of the County and the District. All or any portion of a Bond purchased by the County or the District shall be cancelled by the Paying Agent upon written notice by the County or the District given to the Paying Agent.

SECTION 29. Paying Agent, Appointment and Acceptance of Duties.

- (a) The Treasurer hereby consents to and confirms the appointment of The Bank of New York Mellon Trust Company, N.A. to act as Paying Agent for the Bonds under this Resolution. All fees and expenses incurred for services of the Paying Agent shall be the sole responsibility of the District. The Paying Agent shall have a corporate trust office in San Francisco or Los Angeles, California.
- (b) Unless otherwise provided, the office of the Paying Agent designated by the Paying Agent shall be the place for the payment of Principal of, premium, if any, and interest on the Bonds.

SECTION 30. Liability of Paying Agent. The Paying Agent makes no representations as to the validity or sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and the Paying Agent shall incur no liability in respect hereof or thereof.

SECTION 31. Evidence on Which Paying Agent May Act. The Paying Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent may consult with counsel, who may or may not be counsel to the County or the District, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance therewith.

SECTION 32. Compensation. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution. In no event shall the County be required to expend its own funds hereunder.

The fees and expenses of the Paying Agent not paid from the proceeds of the sale of the Bonds shall be paid each year from the Debt Service Fund, insofar as permitted by law, including specifically by Section 15232 of the Education Code.

SECTION 33. Ownership of Bonds Permitted. The Paying Agent or the Underwriters may become the Owner of any Bonds.

SECTION 34. Resignation or Removal of Paying Agent and Appointment of Successor.

- (a) The Paying Agent initially appointed hereunder may resign from service as Paying Agent. In that event, the District may select, subject to the approval of the Treasurer, a third party to perform the services of Paying Agent. The Treasurer may remove such Paying Agent or any subsequent Paying Agent as provided in the respective Paying Agent's service agreement. Without further action by the District, if at any time the Paying Agent shall resign or be removed, the Treasurer shall appoint a successor Paying Agent, which shall be a bank or trust company doing business in and having a corporate trust office in San Francisco or Los Angeles, California, with at least \$50,000,000 in net assets. The Paying Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the County and the District in a format mutually agreeable to the Paying Agent, the County and the District. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the County and the District a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.
- (b) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor.

SECTION 35. Investment of Certain Funds. Moneys held in all funds and accounts established hereunder shall be invested and reinvested by the Treasurer in Authorized Investments to the fullest extent practicable as shall be necessary to provide moneys when needed for payments to be made from such funds or accounts. Nothing in this Resolution shall prevent any investment securities acquired as investments of funds held hereunder from being issued or held in book-entry form on the books of the Department of the Treasury of the United States. All investment earnings on amounts on deposit in the Excess Earnings Fund, the Debt Service Fund and the Building Fund shall remain on deposit in such funds.

The proceeds from the sale of the Bonds (net of premium, if any) will be deposited in the County treasury to the credit of the Building Fund. Any premium or accrued interest received by the County from the sale of the Bonds will be deposited in the Debt Service Fund. Earnings on the investment of moneys in either fund will be

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retained in that fund and used only for the purposes to which that fund may lawfully be applied. Moneys in the Building Fund may only be applied for the purposes for which the Bonds were approved. Moneys in the Debt Service Fund may only be applied to make payments of interest, principal and premium, if any, on bonds of the District.

All funds held in the Building Fund and the Debt Service Fund will be invested by the Treasurer at the direction of the District. All funds held in the Building Fund by the Treasurer under this Resolution will be invested pursuant to applicable law and the investment policy of the County, unless otherwise directed in writing by the District. At the written direction of the District, all or any portion of the Building Fund may be invested in the Local Agency Investment Fund in the treasury of the State, and all or any portion of the Building Fund may be invested on behalf of the District in investment agreements which constitute Authorized Investments, including guaranteed investment contracts.

The County covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Resolution, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Resolution or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued at their present value (within the meaning of section 148 of the Code).

SECTION 36. Valuation and Sale of Investments. Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account.

SECTION 37. Supplemental Resolutions With Consent of Owners. This Resolution, and the rights and obligations of the County, the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a Supplemental Resolution adopted by the County with the written consent of Owners owning at least 60% in aggregate Bond Obligation of the Outstanding Bonds, exclusive of Bonds, if any, owned by the County or the District; provided, however, that if a Bond Insurance Policy is in effect, and provided that the Bond Insurer, if any, complies with its obligations thereunder, the Bond Insurer shall be deemed to be the sole Owner of the Bonds for purposes of this sentence. Notwithstanding the foregoing, no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification thereof or hereof. No such Supplemental Resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Owners are not directly and adversely affected by such amendment or modification.

SECTION 38. Supplemental Resolutions Effective Without Consent of Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the County may be adopted, which, without the

requirement of consent of the Owners, shall be fully effective in accordance with its terms:

- (a) To add to the covenants and agreements of the County or the District in this Resolution, other covenants and agreements to be observed by the County or the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the County or the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (c) To confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by this Resolution, of any moneys, securities or funds, or to establish any additional funds, or accounts to be held under this Resolution;
- (d) To cure any ambiguity, supply any omission, or cure to correct any defect or inconsistent provision in this Resolution; or
- (e) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds; or
- (f) To amend or supplement this Resolution in any other respect, provided such Supplemental Resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the Owners.

SECTION 39. Effect of Supplemental Resolution. Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the County or the District or any officer or agent of either from taking any action pursuant thereto.

SECTION 40. Defeasance. If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways:

- (a) by well and truly paying or causing to be paid the Principal of and interest on all Bonds Outstanding, as and when the same become due and payable;
- (b) by depositing with the Paying Agent, in trust, at or before maturity, cash which, together with the amounts then on deposit in the Debt Service Fund plus the interest to accrue thereon without the need for further investment, is fully sufficient to pay all Bonds Outstanding on their redemption date or at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

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(c) by depositing with an institution to act as escrow agent selected by the District and which meets the requirements of serving as Paying Agent pursuant to Section 34, in trust, lawful money or noncallable direct obligations issued by the United States Treasury (including State and Local Government Series Obligations) or obligations which are unconditionally guaranteed by the United States of America and described under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient, in the opinion of a verification agent satisfactory to the District, to pay and discharge all Bonds Outstanding on their redemption date or at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment;

then all obligations of the County, the District and the Paying Agent under this Resolution with respect to such Outstanding Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of the Bonds all sums due thereon, and the obligation of the District to pay to the Paying Agent amounts owing to the Paying Agent under Section 38 hereof.

SECTION 41. Bond Insurance. All or a portion of the Bonds may be sold with bond insurance or other form of credit enhancement, if the District, in consultation with the Treasurer, the Representative and the Financial Advisor, determines that the savings to the District resulting from the purchase of such bond insurance exceeds the cost thereof.

SECTION 42. Limited Responsibility for Official Statement. Neither the County Board nor any officer of the County has prepared or reviewed the official statement of the District describing the Bonds (the "Official Statement"), and this County Board and the various officers of the County take no responsibility for the contents or distribution thereof; provided, however, that solely with respect to a section contained or to be contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures, as they may relate to funds of the District held by the Treasurer, the Treasurer is hereby authorized and directed to prepare and review such information for inclusion in the District's Official Statement and in a preliminary Official Statement, and to certify in writing prior to or upon the issuance of the Bonds that the information contained in such section does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading.

The foregoing resolution was, on the 22nd day of May, 2018, adopted by the Board of Supervisors of the County of Sonoma and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said County Board so acts.

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Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

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EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF CALIFORNIA

CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT (COUNTY OF SONOMA)
GENERAL OBLIGATION BONDS, 2014 ELECTION, 2018 SERIES _

\$ _____

No. _____

Interest Rate

Maturity Date

Dated Date

CUSIP

___%

August 1, 20__

_____, 2018

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Santa Rosa Elementary School District (the "District") of the County of Sonoma (the "County"), State of California, for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner set forth above the Principal Amount set forth above, on the Maturity Date set forth above, together with interest thereon from the dated date set forth above until the Principal Amount hereof shall have been paid or provided for, in accordance with the Resolution hereinafter referred to, at the interest rate set forth above. Interest on this Bond is payable on _____ 1, 20__, and semiannually thereafter on the first day of February and August (each, an "Interest Payment Date") in each year to the

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registered owner hereof from the Interest Payment Date next preceding the date on which this Bond is registered (unless it is registered after the close of business on the fifteenth calendar day of the month preceding any Interest Payment Date (a "Record Date") and before the close of business on the immediately following Interest Payment Date, in which event it shall bear interest from such following Interest Payment Date, or unless this Bond is registered prior to the close of business on July 15, 2018, in which event it shall bear interest from its date; provided, however, that if at the time of registration of this Bond interest with respect hereto is in default, interest with respect hereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment). The Principal Amount hereof is payable at the office of The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent"), in San Francisco, California. The interest hereon is payable by check or draft mailed by first class mail to each registered owner, at his address as it appears on the registration books kept by the Paying Agent as of the Record Date.

The Bonds of this issue are comprised of \$_____ Principal Amount of Bonds. This Bond is issued by the County in the name of and on behalf of the District under and in accordance with the provisions of (i) Section 53506 *et seq.* of the Government Code of the State, (ii) Chapter 2, Part 10, Division 1, Title 1.5 of the Education Code (commencing with Section 15264), as amended and (ii) Article XIII A of the California Constitution (collectively, the "Act"), and pursuant to a resolution adopted by the Board of Education of the District on _____, 2018 and that certain "RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, CALIFORNIA AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, 2014 ELECTION, 2018 SERIES D AND GENERAL OBLIGATION BONDS, 2014 ELECTION, 2018 SERIES E OF THE CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED THIRTEEN MILLION DOLLARS" (collectively, the "Resolution"). Reference is hereby made to the Resolution, a copy of which is on file at the office of the Treasurer of the County, for a description of the terms on which the Bonds are delivered, and the rights thereunder of the registered owners of the Bonds and the rights and duties of the Paying Agent and the County and the District, to all of the provisions of which the registered owner of this Bond, by acceptance hereof, assents and agrees. All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Resolution. The Bonds were authorized by a vote of more than 55% of the qualified electors of the District voting on the proposition at a general election held therein to determine whether such Bonds should be issued.

This Bond is a general obligation of the District, payable as to both Principal and interest solely from *ad valorem* taxes which, under the laws now in force, may be levied without limitation as to rate or amount upon all of the taxable property in the District. Neither the payment of the Principal of this Bond, or any part thereof, nor any interest or premium hereon constitute a debt, liability or obligation of the County.

This Bond is issued in fully registered form and is nonnegotiable. Registration of this Bond is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the aforesaid offices of the Paying Agent, but only in the manner, subject to the limitations, and upon payment of the charges, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such registration of transfer, a new Bond or Bonds, of like tenor and maturity in the same Transfer Amount and in authorized denominations will be issued to the transferee in exchange herefor. The District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all

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purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ shall not be subject to redemption prior to their maturity dates. The Bonds maturing on or after August 1, 20__ may be redeemed prior to their respective stated maturity dates, at the option of the District, from any source of available funds, on August 1, 20__ or on any date thereafter as a whole, or in part, at the principal amount thereof, together with interest accrued thereon to the date of redemption, without premium.

The Bonds maturing on August 1, 20__, are subject to mandatory sinking fund redemption, in part by lot, on August 1 in each of the years and in the principal amounts set forth in the following schedule, at a redemption price of par, plus accrued interest to the date fixed for redemption:

Mandatory Sinking Fund
Payment Date (August 1)

Mandatory Sinking Fund Payment

The rights and obligations of the County and the District and of the owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the County with the written consent of owners of at least 60% in aggregate Bond Obligation of the Outstanding Bonds, exclusive of Bonds, if any, owned by the County or the District; provided, however, that no such modification or amendment shall, without the express consent of the registered owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which the Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification hereof.

A supplemental resolution of the County may be adopted, which, without the requirement of consent of the registered owners, shall be fully effective in accordance with its terms: (1) to add to the covenants and agreements of the County or the District in the Resolution, other covenants and agreements to be observed by the County or the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (2) to add to the limitations and restrictions in the Resolution, other limitations and restrictions to be observed by the County or the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (3) to confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by the Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under the Resolution; (4) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Resolution; (5) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds or (6) to amend or supplement the Resolution in any other respect, provided such supplemental resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the owners.

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If this Bond is called for redemption and the Principal Amount of this Bond plus premium, if any, and accrued interest due with respect hereto are duly provided therefor as specified in the Resolution, then interest shall cease to accrue with respect hereto from and after the date fixed for redemption.

This Bond shall not become valid or obligatory for any purpose until the Certificate of Authentication hereon endorsed shall have been dated and executed manually by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that an election was duly and legally called, held and conducted, and the notices thereof duly given, and the results thereof canvassed and declared in accordance with the provisions of the Education Code of the State and that all of the proceedings of the Board of Supervisors of the County in the matter of the issuance of this Bond were regular and in strict accordance with the provisions of the Act and of the Constitution of the State of California, and that the total bonded indebtedness of the District, including the issue of which this Bond is a part, does not exceed any limit prescribed by law.

IN WITNESS WHEREOF, the County of Sonoma has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the Chairman of the Board of Supervisors of the County and the Treasurer and Tax Collector of the County, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Supervisors of the County, and has caused the seal of the County to be affixed hereto as of the date stated above.

COUNTY OF SONOMA

By: _____
Chairman of the Board of Supervisors

Countersigned:

By: _____
Clerk of the Board of Supervisors

By: _____
Treasurer and Tax Collector

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CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution of the Board of Supervisors of the County of Sonoma.

DATED: _____, 2018

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as
Paying Agent

By: _____
Authorized Officer

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FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Name of Transferee: _____

Address for Payment of Interest: _____

Social Security Number or other Tax Identification No.: _____

the within-mentioned Bond and hereby irrevocably constitutes and appoints attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Registered Owner

Dated:

NOTICE: The signature on this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature _____

guaranteed

[Bank, Trust Company or Firm]

By _____

Authorized Officer

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

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EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

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EXHIBIT C

DISCLOSURE OF SPECIFIED INFORMATION

1. Estimated True Interest Cost of the Bonds: 3.96%
2. Estimated Finance Charge, i.e., the sum of all fees and charges paid to third parties: \$256,000.00
3. Estimated amount of proceeds to be received by the District, less Finance Charge, reserves and capitalized interest: \$12,835,000.00
4. Estimated total debt service to maturity, including any Finance Charge not paid with proceeds of the Bonds (if any): \$24,820,394.45



County of Sonoma

State of California

Date: May 22, 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 Issuance And Sale Of General Obligation Bonds, 2014 Election, 2018 Series C
And General Obligation Bonds, 2014 Election, Series D Of The City Of Santa Rosa High School
District In An Aggregate Principal Amount Not To Exceed Seventy Million Dollars**

Whereas, the issuance of not to exceed \$175,000,000 aggregate principal amount of general obligation bonds (the "Authorization") of the City of Santa Rosa High School District (the "District"), County of Sonoma (the "County"), State of California was authorized at an election (the "Election") held in said District on November 4, 2014; and

Whereas, the proceeds of the Election are to be used for the financing of the acquisition, construction, equipping, furnishing and improvement of certain capital facilities of the District (the "Project") described in the bond measure submitted to the voters at the Election (the "Measure"); and

Whereas, the District has previously issued two series of general obligation bonds under the Authorization such that \$112,835,000 of general obligation bonds remain to be issued under the Authorization; and

Whereas, the District has determined the need for issuance of one or more series of its general obligation bonds under the Authorization in an aggregate principal amount not to exceed Seventy Million Dollars (\$70,000,000) in order to finance certain costs of the Project; and

Whereas, Section 15140 of the Education Code of the State of California (the "Education Code") requires that general obligation bonds of a district that has received a qualified or negative certification on its most recent interim report shall be offered for sale by the Board of Supervisors of the County (the "County Board"), the county superintendent of which has jurisdiction over such district, as soon as possible following receipt of a resolution adopted by the governing board of such district; and

Whereas, the County Board has received a resolution (the "District Resolution") of the Board of Education of the District (the "District Board") requesting the issuance of the third and fourth series of bonds within the Authorization in an aggregate principal amount

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not to exceed Seventy Million Dollars (\$70,000,000) (the "Bonds") in order to finance the Project; and

Now, Therefore, Be It Resolved by the Board of Supervisors of the County of Sonoma as follows:

SECTION 1. Definitions. The following terms shall for all purposes of this Resolution have the following meanings:

"Authorized Investments" shall mean legal investments authorized by Section 53601 of the Government Code of the State of California, but only to the extent that the same are acquired at Fair Market Value.

"Authorizing Law" shall mean, collectively, (i) Section 53506 *et seq.* of the Government Code of the State of California, as amended, (ii) Chapter 1, Part 10, Division 1, Title 1 of the Education Code (commencing with Section 15140), as amended, and (iii) Article XIII A of the California Constitution.

"Beneficial Owner" means any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories including, but not limited to, through the Nominee.

"Bond Counsel" and "Disclosure Counsel" means the law firm of Dannis Woliver Kelley, as Bond Counsel and Disclosure Counsel to the District and a firm of nationally recognized standing with respect to the issuance of municipal obligations.

"Bond Insurer" shall mean any financial guaranty company that guarantees the scheduled payments of principal and interest on the Bonds when due.

"Bond Insurance Policy" shall mean a policy of municipal bond insurance which guarantees the scheduled payments of principal and interest on the Bonds when due.

"Bond Obligation" shall mean from time to time as of the date of calculation, the Principal Amount of any Bond.

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement, by and among the District, the County and the Underwriter, relating to the Bonds.

"Bonds" shall mean, collectively, the City of Santa Rosa High School District General Obligation Bonds, (Sonoma County, California) 2014 Election, 2018 Series C and City of Santa Rosa High School District General Obligation Bonds, (Sonoma County, California) 2014 Election, 2018 Series D, as further designated as one or more series of Bonds, issued and delivered pursuant to this Resolution.

"Bond Year" shall mean the twelve-month period commencing August 1 in any year and ending on the last day of July in the next succeeding year, both dates inclusive, or as otherwise set forth in the Bond Purchase Agreement; provided, however, that the first Bond Year shall commence on the day the Bonds are issued and shall end on July 31, 2018, both dates inclusive, or as otherwise set forth in the Bond Purchase Agreement.

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"Business Day" shall mean a day that is not a Saturday, Sunday or a day on which banking institutions in the State or the State of New York and the New York Stock Exchange are authorized or required to be closed.

"Code" shall mean the Internal Revenue Code of 1986, as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds.

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement of the District for the benefit of the Owners of the Bonds.

"Costs of Issuance" shall mean all of the costs of issuing the Bonds, including but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds and the Official Statement pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; financial advisor fees; rating agency fees and related travel expenses; auditor's fees; CUSIP service bureau charges; legal fees and expenses of counsel with respect to the financing; the initial fees and expenses of the Paying Agent; and other fees and expenses incurred in connection with the issuance of the Bonds, to the extent such fees and expenses are approved by the District.

"County" shall mean the County of Sonoma, California.

"County Board" shall mean the Board of Supervisors of the County.

"County Office of Education" shall mean the Office of Education of the County and such other persons as may be designated by the County Office of Education to perform the operational and disbursement functions hereunder.

"Debt Service" shall have the meaning given to that term in Section 20(c) of this Resolution.

"Debt Service Fund" shall mean the Debt Service Fund established pursuant to Section 20(a) of this Resolution.

"Depository" shall mean DTC and its successors and assigns or if (a) the then Depository resigns from its functions as securities depository of the Bonds, or (b) the County discontinues use of the Depository pursuant to this Resolution, any other securities depository that agrees to follow procedures required to be followed by a securities depository in connection with the Bonds and that is selected by the Treasurer.

"DTC" shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

"Excess Earnings Fund" shall mean the Excess Earnings Fund established pursuant to Section 21 of this Resolution.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i)

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the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment. To the extent required by the Regulations, the term "investment" will include a hedge.

"Fiscal Year" shall mean the twelve-month period commencing on July 1 of each year and ending on the following June 30 or any other fiscal year in effect for the District.

"Interest Payment Date" shall mean February 1 and August 1 in each year, or as otherwise specified in the Bond Purchase Agreement, commencing on the date specified in the Bond Purchase Agreement.

"Moody's" shall mean Moody's Investors Service, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

"Nominee" shall mean the nominee of the Depository which may be the Depository, as determined from time to time by the Depository.

"Outstanding" when used with reference to the Bonds, shall mean, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

- (i) Bonds canceled at or prior to such date;
- (ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 14 hereof;
- (iii) Bonds for the payment or redemption of which funds or eligible securities in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 40 of this Resolution.

"Owner" shall mean the registered owner, as indicated in the Bond Register, of any Bond.

"Participant" shall mean a member of or participant in the Depository.

"Paying Agent" shall mean The Bank of New York Mellon Trust Company, N.A., its successors or assigns, acting in the capacity of paying agent, registrar, authenticating agent and transfer agent.

"Pledged Moneys" shall have the meaning given to that term in Section 19 of this Resolution.

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"Principal" or "Principal Amount" shall mean, as of any date of calculation, the principal amount thereof.

"Principal Payment Date" shall mean August 1 in each year, or as otherwise specified in the Bond Purchase Agreement, commencing on the date specified in the Bond Purchase Agreement.

"Record Date" shall mean the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date.

"Regulations" shall mean applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Representative" shall mean RBC Capital Markets, LLC, as representative of itself and Raymond James & Associates, Inc.

"Resolution" shall mean this Resolution of the County Board providing for the issuance and sale of the Bonds.

"S&P" shall mean Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

"Securities Depositories" shall mean The Depository Trust Company, 55 Water Street, New York, New York 10041, Fax (212) 855-1000; and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the County may designate in a certificate of the County delivered to the Paying Agent.

"State" shall mean the State of California.

"Superintendent" shall mean the Superintendent of the District.

"Superintendent of Schools" shall mean the Superintendent of Schools of the County.

"Supplemental Resolution" shall mean any resolution supplemental to or amendatory of this Resolution, adopted by the County in accordance with Section 37 or Section 38 hereof.

"Tax Certificate" shall mean a certificate as to arbitrage of the District delivered in connection with the issuance of the Bonds.

"Transfer Amount" shall mean the aggregate Principal Amount thereof.

"Treasurer" shall mean the Treasurer-Tax Collector of the County or any authorized deputy thereof.

"Underwriters" shall mean, collectively, RBC Capital Markets, LLC and Raymond James & Associates, Inc.

SECTION 2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and

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vice versa. Except where the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

SECTION 3. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Authorizing Law.

SECTION 4. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the County and the Owners from time to time of the Bonds; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

SECTION 5. Terms of Bonds. The Bonds shall be dated their date of delivery (or such other date as may be designated in the Bond Purchase Agreement). The Bonds shall bear interest at rates not to exceed the maximum rate permitted by law, payable on the dates as may be set forth in the Bond Purchase Agreement, and payable upon maturity, shall mature on August 1 of each of the years as set forth in the Bond Purchase Agreement, or such other maturity date as may be set forth in the Bond Purchase Agreement, through a date no later than 30 years after the date of issuance of the Bonds, or otherwise upon such other terms and conditions as shall be established for the Bonds by the Bond Purchase Agreement. The Bond Purchase Agreement may provide for the purchase of Bonds in any combination of the foregoing structures and shall provide for optional, mandatory sinking fund and other types and terms of redemption for the Bonds as shall prove most advantageous in marketing said Bonds for the County and the District.

Good faith estimates of (a) the true interest cost of the Bonds; (b) the sum of all fees and charges paid to third parties, including any such fees and charges which the Underwriters agree to pay pursuant to the Bond Purchase Agreement (the "Finance Charge"); (c) the amount of proceeds to be received by the District (less the Finance Charge and any reserves and capitalized interest, if any); and (d) the total debt service payments on the Bonds through the final maturity of the Bonds are set forth on Exhibit C attached hereto and incorporated herein.

SECTION 6. Approval of Bond Purchase Agreement. The Treasurer, or his deputy, and such other officers of the County as shall be authorized by the County Board, in consultation with the Representative and Bond Counsel and such officers of the District as shall be authorized by the District Board, are hereby authorized and directed to issue and deliver the Bonds and to establish the final Principal Amount thereof, provided, however, that such combined Principal Amount (in one or more series) shall not exceed the maximum aggregate Principal Amount of \$70,000,000. The form of the Bond Purchase Agreement attached hereto as Exhibit B is hereby approved. The Treasurer, or his deputy, and such other officers of the County as may be authorized by the County Board are, and each of them acting alone is, authorized and directed to execute and deliver the Bond Purchase Agreement for and in the name and on behalf of the County, with such additions, changes or corrections therein as the officer executing the same on behalf of the County may approve, in his/her discretion, as being in the best interest of the County and the District, such approval to be conclusively evidenced by such officer's execution thereof, and any other documents required to be executed thereunder, and to deliver the same to the Representative.

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The Treasurer, or his deputy, and such other officers of the County as may be authorized by the County Board are, and each of them acting alone is, in consultation with such authorized officers of the District, authorized and directed to negotiate with the Representative the interest rates on the Bonds and the purchase price of the Bonds to be paid by the Representative, which purchase price shall reflect an Underwriter's discount of not to exceed Thirty Five Hundredths of One Percent (0.35%) (not including original issue discount or any Costs of Issuance to be paid by the Underwriters) of the Principal Amount thereof. Final terms of the Bonds shall be as set forth in the Bond Purchase Agreement.

SECTION 7. Authorization of Officers. The officers of the County and their authorized representatives are, and each of them acting alone is, hereby authorized to execute any and all documents and do and perform any and all acts and things, from time to time, consistent with this Resolution and necessary or appropriate to carry the same into effect and to carry out its purpose.

SECTION 8. Use of Bond Proceeds. Bonds of the District shall be issued by the County in the name and on behalf of the District in an aggregate Principal Amount not to exceed \$70,000,000, and Bond proceeds shall be applied to finance the construction, acquisition, furnishing and equipping of District property and facilities, as authorized at the Election by the Measure, which shall be incorporated herein by this reference as though fully set forth in this Resolution.

SECTION 9. Reserved.

SECTION 10. Designation and Form; Payment.

- (a) An issue of Bonds of one or more series entitled to the benefit, protection and security of this Resolution is hereby authorized in an aggregate Principal Amount not to exceed \$70,000,000. Such Bonds shall be general obligations of the District, payable as to Principal, premium, if any, and interest from *ad valorem* taxes to be levied upon all of the taxable property in the District without limitation as to rate or amount (except certain personal property which is taxable at limited rates). The Bonds shall be designated "City of Santa Rosa High School District General Obligation Bonds, 2014 Election, 2018 Series" with such additional series designations as may be necessary or advisable in order to market the Bonds, as set forth in the Bond Purchase Agreement. The Bonds shall be subject to redemption as further set forth in the Bond Purchase Agreement, pursuant to this Resolution.
- (b) The form of the Bonds shall be substantially in conformity with the standard forms of registered school district bonds, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.
- (c) Principal, premium, if any, and interest with respect to any Bond are payable in lawful money of the United States of America. Principal and premium, if any, is payable upon surrender thereof at maturity or earlier redemption at the office designated by the Paying Agent.

SECTION 11. Description of Bonds.

- (a) The Bonds shall be issued in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof, except that one

maturity may be in an odd amount. The Bonds shall be dated and shall mature on the dates, in the years and in the Principal Amounts, and interest shall be computed at the rates, set forth in the Bond Purchase Agreement.

- (b) Interest on each Bond shall accrue from its dated date as set forth in the Bond Purchase Agreement. Interest on the Bonds shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the Record Date. Interest with respect to each Bond will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest with respect thereto shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date, in which event interest shall be payable from its dated date; provided, however, that if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest on the Bonds will be made on each Interest Payment Date by check or draft of the Paying Agent sent by first-class mail, postage prepaid, to the Owner thereof on the Record Date, or by wire transfer to any Owner of \$1,000,000 or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than 15 days and not less than ten days prior to the date of the proposed payment of defaulted interest.

SECTION 12. Book-Entry System.

- (a) The Bonds shall be initially issued in the form of a separate single fully registered Bond (which may be typewritten) for each of the maturities of the Bonds within each series. Upon initial issuance, the ownership of each such Bond certificate shall be registered in the Bond Register in the name of the Nominee as nominee of the Depository. Except as provided in subsection (c) hereof, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee and the Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository. Each Bond certificate shall bear a legend substantially to the following effect: "UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

With respect to Bonds registered in the Bond Register in the name of the Nominee, the County and the District shall have no responsibility or obligation

to any Participant or to any person on behalf of which such a Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the County and the District shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any Participant, Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any redemption notice, (iii) the selection by the Depository and the Participants of the beneficial interests in the Bonds to be redeemed in part, or (iv) the payment to any Participant, Beneficial Owner or any other person, other than the Depository, of any amount with respect to Principal of, premium, if any, and interest on, the Bonds. The County and the District may treat and consider the person in whose name each Bond is registered in the Bond Register as the absolute Owner of such Bond for the purpose of payment of Principal of, premium, if any, and interest on, such Bond, for the purpose of giving Redemption Notices and other notices with respect to such Bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Paying Agent shall pay all Principal of, premium, if any, and interest on, the Bonds only to the respective Owners, as shown in the Bond Register, and all such payments shall be valid hereunder with respect to payment of Principal of, premium, if any, and interest on, the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation to make payments of Principal of, premium, if any, and interest, pursuant to this Resolution. Upon delivery by the Depository to the Paying Agent, the County and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions hereof with respect to Record Dates, the word "Nominee" in this Resolution shall refer to such new nominee of the Depository.

- (b) If at any time the Depository notifies the County and the District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the Treasurer within 90 days after the County and the District receive notice or become aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the Treasurer shall issue new bonds representing the Bonds as provided below. In addition, the County and the District may determine at any time that the Bonds shall no longer be represented by book-entry securities and that the provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such event, the Treasurer shall execute and deliver certificates representing the Bonds as provided below. Certificated securities issued in exchange for book-entry securities pursuant to this subsection shall be registered in such names and delivered in such denominations as the Depository shall instruct the County and the District. The Treasurer shall then deliver certificated securities representing the new bonds to the persons in whose names such Bonds are so registered.

If the County and the District determine to replace the Depository with another qualified securities depository, the County and the District shall prepare or cause to be prepared a new fully-registered book-entry security for each of the maturities of Bonds, registered in the name of such successor or substitute

securities depository or its nominee, or make such other arrangements as are acceptable to the County and the District and such securities depository and not inconsistent with the terms of this Resolution.

- (c) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to Principal of, premium, if any, and interest on, such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.
- (d) The initial Depository under this Resolution shall be DTC. The initial Nominee shall be Cede & Co., as nominee of DTC.

SECTION 13. Execution of the Bonds.

- (a) (a) The Bonds shall be executed in the name of the District by the County by the manual or facsimile signature of the Chair of the County Board and the manual or facsimile signature of the Treasurer, and shall be countersigned by the manual or facsimile signature of the Clerk of the County Board or by a deputy of either of such officers. The County's seal (or a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced on each Bond. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been issued by the County on behalf of the District, such Bonds may, nevertheless, be issued, as herein provided, as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any of the Bonds may be signed and sealed on behalf of the County by such persons as at the time of the execution of such Bonds shall be duly authorized to hold or shall hold the proper offices in the County, although at the date borne by the Bonds, such persons may not have been so authorized or have held such offices.
- (b) The Bonds shall bear thereon a certificate of authentication executed manually by the Paying Agent. Only such Bonds as shall bear thereon such certificate of authentication duly executed by the Paying Agent shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying Agent. Such certificate of the Paying Agent upon any Bond shall be conclusive evidence that the Bond so authorized has been duly authenticated and delivered under this Resolution and that the Owner thereof is entitled to the benefit of this Resolution.

SECTION 14. Transfer and Exchange. The transfer of any Bond may be registered upon surrender of such Bond to the Paying Agent. Such Bond shall be endorsed or accompanied by delivery of the written instrument of transfer shown in Exhibit A hereto, duly executed by the Owner or his duly authorized attorney, and payment of such reasonable transfer fees as the Paying Agent may establish. Upon such registration of transfer, a new Bond or Bonds, of like tenor and maturity in the same Transfer Amount and in authorized denominations, will be executed and delivered to the transferee in exchange therefor.

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The Paying Agent shall deem and treat the person in whose name any Outstanding Bond shall be registered upon the Bond Register as the absolute Owner of such Bond, whether the Principal, premium, if any, or interest with respect to such Bond shall be overdue or not, for the purpose of receiving payment of Principal, premium, if any, and interest with respect to such Bond and for all other purposes, and any such payments so made to any such Owner or upon his order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and the County, the District or the Paying Agent shall not be affected by any notice to the contrary.

Bonds may be exchanged at the office of the Paying Agent for Bonds of like tenor, maturity and Transfer Amount of other authorized denominations. All Bonds surrendered in any such exchange shall thereupon be cancelled by the Paying Agent. The Paying Agent may charge the Owner a reasonable sum for each new Bond executed and delivered upon any exchange (except in the case of the first exchange of any Bond in the form in which it is originally delivered, for which no charge shall be imposed) and the Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

SECTION 15. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, the Paying Agent, at the expense of the Owner, shall deliver a new Bond of like date, interest rate, maturity, Transfer Amount, series and tenor as the Bond so mutilated in exchange and substitution for such mutilated Bond, upon surrender and cancellation thereof. All Bonds so surrendered shall be cancelled. If any Bond shall be destroyed, stolen or lost, evidence of such destruction, theft or loss may be submitted to the Paying Agent and if such evidence is satisfactory to the Paying Agent that such Bond has been destroyed, stolen or lost, and upon furnishing the Paying Agent with indemnity satisfactory to the Paying Agent and complying with such other reasonable regulations as the Paying Agent may prescribe and paying such expenses as the Paying Agent may incur the Paying Agent shall, at the expense of the Owner, execute and deliver a new Bond of like date, interest rate, maturity, Transfer Amount and tenor in lieu of and in substitution for the Bond so destroyed, stolen or lost. Any new Bonds issued pursuant to this Section 15 in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

SECTION 16. Bond Register. The Paying Agent shall keep or cause to be kept at its office sufficient books for the registration and registration of transfer of the Bonds. Upon presentation for registration of transfer, the Paying Agent shall, as above provided and under such reasonable regulations as it may prescribe subject to the

provisions hereof, register or register the transfer of the Bonds, or cause the same to be registered or cause the registration of the same to be transferred, on such books.

SECTION 17. Unclaimed Money. All money which the Paying Agent shall have received from any source and set aside for the purpose of paying or redeeming any of the Bonds shall be held in trust for the respective Owners of such Bonds, but any money which shall be so set aside or deposited by the Paying Agent and which shall remain unclaimed by the Owners of such Bonds for a period of one year after the date on which any payment or redemption with respect to such Bonds shall have become due and payable shall be transferred to the general fund of the District; provided, however, that the Paying Agent, before making such payment, shall cause notice to be mailed to the Owners of such Bonds, by first class mail, postage prepaid, after a date in said notice, which date shall not be less than 90 days prior to the date of such payment, to the effect that said money has not been claimed and that after a date named therein, any unclaimed balance of said money then remaining will be transferred to the general fund of the District. Thereafter, the Owners of such Bonds shall look only to the general fund of the District for payment of such Bonds.

SECTION 18. Application of Proceeds. Upon the sale of the Bonds, the Treasurer shall deposit or cause to be deposited:

- (a) a portion of the proceeds of the Bonds into the Debt Service Fund to be used to pay interest on the Bonds during construction of the Project;
- (b) the balance of the proceeds of the sale of the Bonds into the Building Fund (the "Building Fund") to the credit of the account within the Building Fund for the related series of Bonds (the "Series C Building Account" and the "Series D Building Account"), which are hereby established for the account of the District and shall be administered by the County Office of Education. The Series C Building Account and the Series D Building Account shall be kept separate and apart from all other accounts of the District hereunder. Money in the Building Fund shall be disbursed from time to time for the payment of the costs of acquiring and constructing the Project. At such time that no amounts remain on deposit in Building Fund, the County Treasurer may close the Building Fund.

SECTION 19. Payment and Security for the Bonds. The County Board shall annually at the time of making the levy of taxes for County purposes, levy a continuing direct *ad valorem* tax for the Fiscal Year upon the taxable property in the District without limitation as to rate or amount (except for certain personal property which is taxable at limited rates) in an amount at least sufficient, together with moneys on deposit in the Debt Service Fund and available for such purpose, to pay the Principal, premium, if any, and interest on each Bond as each becomes due and payable in the next succeeding Bond Year. The tax levy may include an allowance for an annual reserve, established for the purpose of avoiding fluctuating tax levies. The County, on behalf of the District, hereby pledges as security for the Bonds and the interest thereon and the County shall deposit or cause to be deposited in the District's Debt Service Fund, the proceeds from the levy of the aforementioned tax which the County receives (the "Pledged Moneys"). The Pledged Moneys shall be used to pay the Principal of, premium, if any, and interest on the Bonds when and as the same shall become due and payable. The Bonds are the general obligations of the District and do not constitute an obligation of the County except as provided in this Resolution. No part of any fund or account of the County is pledged or obligated to the payment of the Bonds or the interest thereon. Other than the Pledged Moneys, no funds or accounts of the District are pledged to payment of the Bonds.

SECTION 20. Debt Service Fund.

- (a) The County shall deposit or cause to be deposited any accrued interest and any original issue premium not applied towards payment of the Costs of Issuance and received by the County from the sale of the Bonds in the fund established and designated as the "City of Santa Rosa High School District, General Obligation Bonds, 2014 Election, Series 2018, Debt Service Fund" (the "Debt Service Fund") to be administered by the County for the account of the District and used only for the payment of the Principal of, premium, if any, and interest on the Bonds. Within the Debt Service Fund, there is hereby established an account for the Series C Bonds (the "Series C Debt Service Account") and an account for the Series D Bonds (the "Series D Debt Service Account").
- (b) All Pledged Moneys shall be deposited upon collection by the County into the Debt Service Fund and used for the payment of the Principal of, premium, if any, and interest on the Bonds.
- (c) The County shall transfer or cause to be transferred from the Debt Service Fund to the Paying Agent, an amount, in immediately available funds, sufficient to pay all the Principal of, premium, if any, and interest on the Bonds (collectively, the "Debt Service") on such Interest Payment Date. Debt Service on the Bonds shall be paid by the Paying Agent in the manner provided by law for the payment of Debt Service.
- (d) The District shall cause moneys to be transferred to the extent needed to comply with the Tax Certificate. Any amounts on deposit in the Debt Service Fund when there are no longer any Bonds Outstanding shall be transferred to the general fund of the District.

SECTION 21. Establishment and Application of Excess Earnings Fund. The District shall establish a special fund designated "City of Santa Rosa High School District General Obligation Bonds, 2014 Election, Series 2018, Excess Earnings Fund" (the "Excess Earnings Fund") which shall be administered by the County Office of Education for the account of the District and which shall be kept separate and apart from all other funds and accounts held hereunder. The District shall deposit, or cause to be deposited, moneys to the Excess Earnings Fund in accordance with the provisions of the Tax Certificate. Amounts on deposit in the Excess Earnings Fund shall only be applied to payments made to the United States or otherwise transferred to other accounts or funds established hereunder in accordance with the Tax Certificate.

SECTION 22. Payment of Costs of Issuance. The District may pay, or cause to be paid, Costs of Issuance using proceeds of the Bonds or, to the extent available, original issue premium derived from the sale of the Bonds and applied for that purpose as provided in the Bond Purchase Agreement.

SECTION 23. Establishment of Additional Funds and Accounts. If at any time it is deemed necessary or desirable by the County or the District, the County Office of Education may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

SECTION 24. Redemption. The Bonds shall be subject to redemption as provided in the Bond Purchase Agreement.

SECTION 25. Selection of Bonds for Redemption. Whenever provision is made in this Resolution or in the Bond Purchase Agreement for the redemption of the Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall select Bonds for redemption in such order as the District may direct, or, in the absence of such direction, in inverse order of maturity within a series. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

SECTION 26. Notice of Redemption. When redemption is authorized or required pursuant to this Resolution or the Bond Purchase Agreement, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall give notice (a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

- (a) At least 20 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by first class mail, postage prepaid, at their addresses appearing on the Bond Register. Notice of redemption may be given on a conditional basis in contemplation of a refunding of the Bonds.
- (b) In the event that the Bonds shall no longer be held in book-entry only form, at least two days before the date of the notice required by clause (a) of this Section, such Redemption Notice shall be given by (i) first class mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories.
- (c) In the event that the Bonds shall no longer be held in book-entry only form, at least two days before the date of notice required by clause (a) of this Section, such Redemption Notice shall be given by (i) first class mail, postage prepaid, or (ii) overnight delivery service, to the Municipal Securities Rulemaking Board.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear the CUSIP number

identifying, by series and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

SECTION 27. Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the County and the District shall be released and discharged thereupon from all liability to the extent of such payment.

SECTION 28. Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside for the payment of their redemption price, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed, together with interest to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of Sections 31, 32 and 33 shall be cancelled upon surrender thereof and delivered to or upon the order of the County and District. All or any portion of a Bond purchased by the County or the District shall be cancelled by the Paying Agent upon written notice by the County or the District given to the Paying Agent.

SECTION 29. Paying Agent, Appointment and Acceptance of Duties.

- (a) The Treasurer hereby consents to and confirms the appointment of The Bank of New York Mellon Trust Company, N.A. to act as Paying Agent for the Bonds under this Resolution. All fees and expenses incurred for services of the Paying Agent shall be the sole responsibility of the District. The Paying Agent shall have a corporate trust office in San Francisco or Los Angeles, California.
- (b) Unless otherwise provided, the office of the Paying Agent designated by the Paying Agent shall be the place for the payment of Principal of, premium, if any, and interest on the Bonds.

SECTION 30. Liability of Paying Agent. The Paying Agent makes no representations as to the validity or sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and the Paying Agent shall incur no liability in respect hereof or thereof.

SECTION 31. Evidence on Which Paying Agent May Act. The Paying Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent may consult with counsel, who may or may

not be counsel to the County or the District, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance therewith.

SECTION 32. Compensation. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution. In no event shall the County be required to expend its own funds hereunder.

The fees and expenses of the Paying Agent not paid from the proceeds of the sale of the Bonds shall be paid each year from the Debt Service Fund, insofar as permitted by law, including specifically by Section 15232 of the Education Code.

SECTION 33. Ownership of Bonds Permitted. The Paying Agent or the Underwriters may become the Owner of any Bonds.

SECTION 34. Resignation or Removal of Paying Agent and Appointment of Successor.

- (a) The Paying Agent initially appointed hereunder may resign from service as Paying Agent. In that event, the District may select, subject to the approval of the Treasurer, a third party to perform the services of Paying Agent. The Treasurer may remove such Paying Agent or any subsequent Paying Agent as provided in the respective Paying Agent's service agreement. Without further action by the District, if at any time the Paying Agent shall resign or be removed, the Treasurer shall appoint a successor Paying Agent, which shall be a bank or trust company doing business in and having a corporate trust office in San Francisco or Los Angeles, California, with at least \$50,000,000 in net assets. The Paying Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the County and the District in a format mutually agreeable to the Paying Agent, the County and the District. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the County and the District a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.
- (b) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor.

SECTION 35. Investment of Certain Funds. Moneys held in all funds and accounts established hereunder shall be invested and reinvested by the Treasurer in Authorized Investments to the fullest extent practicable as shall be necessary to provide moneys when needed for payments to be made from such funds or accounts. Nothing in this Resolution shall prevent any investment securities acquired as investments of funds held hereunder from being issued or held in book-entry form on the books of the Department of the Treasury of the United States. All investment earnings on amounts on deposit in the Excess Earnings Fund, the Debt Service Fund and the Building Fund shall remain on deposit in such funds.

The proceeds from the sale of the Bonds (net of premium, if any) will be deposited in the County treasury to the credit of the Building Fund. Any premium or accrued

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interest received by the County from the sale of the Bonds will be deposited in the Debt Service Fund. Earnings on the investment of moneys in either fund will be retained in that fund and used only for the purposes to which that fund may lawfully be applied. Moneys in the Building Fund may only be applied for the purposes for which the Bonds were approved. Moneys in the Debt Service Fund may only be applied to make payments of interest, principal and premium, if any, on bonds of the District.

All funds held in the Building Fund and the Debt Service Fund will be invested by the Treasurer at the direction of the District. All funds held in the Building Fund by the Treasurer under this Resolution will be invested pursuant to applicable law and the investment policy of the County, unless otherwise directed in writing by the District. At the written direction of the District, all or any portion of the Building Fund may be invested in the Local Agency Investment Fund in the treasury of the State, and all or any portion of the Building Fund may be invested on behalf of the District in investment agreements, including guaranteed investment contracts, which comply with the requirements of each rating agency then rating the Bonds necessary in order to maintain the then-current rating on the Bonds, provided that the Treasurer will be a signatory to any such investment agreement.

The County covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Resolution, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Resolution or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued at their present value (within the meaning of section 148 of the Code).

SECTION 36. Valuation and Sale of Investments. Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account.

SECTION 37. Supplemental Resolutions With Consent of Owners. This Resolution, and the rights and obligations of the County, the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a Supplemental Resolution adopted by the County with the written consent of Owners owning at least 60% in aggregate Bond Obligation of the Outstanding Bonds, exclusive of Bonds, if any, owned by the County or the District; provided, however, that if a Bond Insurance Policy is in effect, and provided that the Bond Insurer, if any, complies with its obligations thereunder, the Bond Insurer shall be deemed to be the sole Owner of the Bonds for purposes of this sentence. Notwithstanding the foregoing, no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification thereof or hereof. No such Supplemental Resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Owners are not directly and adversely affected by such amendment or modification.

SECTION 38. Supplemental Resolutions Effective Without Consent of Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the County may be adopted, which, without the requirement of consent of the Owners, shall be fully effective in accordance with its terms:

- (a) To add to the covenants and agreements of the County or the District in this Resolution, other covenants and agreements to be observed by the County or the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the County or the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (c) To confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by this Resolution, of any moneys, securities or funds, or to establish any additional funds, or accounts to be held under this Resolution;
- (d) To cure any ambiguity, supply any omission, or cure to correct any defect or inconsistent provision in this Resolution; or
- (e) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds; or
- (f) To amend or supplement this Resolution in any other respect, provided such Supplemental Resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the Owners.

SECTION 39. Effect of Supplemental Resolution. Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the County or the District or any officer or agent of either from taking any action pursuant thereto.

SECTION 40. Defeasance. If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways:

- (a) by well and truly paying or causing to be paid the Principal of and interest on all Bonds Outstanding, as and when the same become due and payable;
- (b) by depositing with the Paying Agent, in trust, at or before maturity, cash which, together with the amounts then on deposit in the Debt Service Fund plus the interest to accrue thereon without the need for further investment, is fully sufficient to pay all Bonds Outstanding on their redemption date or at maturity thereof, including any premium and all

interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

- (c) by depositing with an institution to act as escrow agent selected by the District and which meets the requirements of serving as Paying Agent pursuant to Section 34, in trust, lawful money or noncallable direct obligations issued by the United States Treasury (including State and Local Government Series Obligations) or obligations which are unconditionally guaranteed by the United States of America and described under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient, in the opinion of a verification agent satisfactory to the District, to pay and discharge all Bonds Outstanding at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment;

then all obligations of the County, the District and the Paying Agent under this Resolution with respect to such Outstanding Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of the Bonds all sums due thereon, and the obligation of the District to pay to the Paying Agent amounts owing to the Paying Agent under Section 38 hereof.

SECTION 41. Bond Insurance. All or a portion of the Bonds may be sold with bond insurance or other form of credit enhancement, if the District, in consultation with the Treasurer, the Representative and the Financial Advisor, determines that the savings to the District resulting from the purchase of such bond insurance exceeds the cost thereof.

SECTION 42. Limited Responsibility for Official Statement. Neither the County Board nor any officer of the County has prepared or reviewed the official statement of the District describing the Bonds (the "Official Statement"), and this County Board and the various officers of the County take no responsibility for the contents or distribution thereof; provided, however, that solely with respect to a section contained or to be contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures, as they may relate to funds of the District held by the Treasurer, the Treasurer is hereby authorized and directed to prepare and review such information for inclusion in the District's Official Statement and in a preliminary Official Statement, and to certify in writing prior to or upon the issuance of the Bonds that the information contained in such section does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading.

The foregoing resolution was, on the 22nd day of May, 2018, adopted by the Board of Supervisors of the County of Sonoma and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said County Board so acts.

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Date:

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Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

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Date:
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EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF CALIFORNIA

CITY OF SANTA ROSA HIGH SCHOOL DISTRICT (COUNTY OF SONOMA)
GENERAL OBLIGATION BONDS, 2014 ELECTION, 2018 SERIES _

\$ _____

No. _____

Interest Rate

Maturity Date

Dated Date

CUSIP

___%

August 1, 20__

_____, 2018

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Santa Rosa High School District (the "District") of the County of Sonoma (the "County"), State of California, for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner set forth above the Principal Amount set forth above, on the Maturity Date set forth above, together with interest thereon from the dated date set forth above until the Principal Amount hereof shall have been paid or provided for, in accordance with the Resolution hereinafter referred to, at the interest rate set forth above. Interest on this Bond is payable on _____ 1, 20__, and semiannually thereafter on the first day of February and August (each, an "Interest Payment Date") in each year to the registered owner hereof from the Interest Payment Date next preceding the date on which this Bond is registered (unless it is registered after the close of business on the fifteenth calendar day of the month preceding any Interest Payment Date (a "Record Date") and before the close of business on the immediately following Interest Payment Date, in which event it shall bear

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interest from such following Interest Payment Date, or unless this Bond is registered prior to the close of business on July 15, 2018, in which event it shall bear interest from its date; provided, however, that if at the time of registration of this Bond interest with respect hereto is in default, interest with respect hereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment). The Principal Amount hereof is payable at the office of Wells Fargo Bank National Association, as paying agent (the "Paying Agent"), in San Francisco, California. The interest hereon is payable by check or draft mailed by first class mail to each registered owner, at his address as it appears on the registration books kept by the Paying Agent as of the Record Date.

The Bonds of this issue are comprised of \$ _____ Principal Amount of Bonds. This Bond is issued by the County in the name of and on behalf of the District under and in accordance with the provisions of (i) _____, (ii) Chapter 2, Part 10, Division 1, Title 1.5 of the Education Code (commencing with Section 15264), as amended (the "Act") and (ii) Article XIII A of the California Constitution, and pursuant to a resolution adopted by the Board of Education of the District on _____, 2018 and that certain "RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, CALIFORNIA AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, 2014 ELECTION, 2018 SERIES C AND GENERAL OBLIGATION BONDS, 2014 ELECTION, 2018 SERIES D OF THE CITY OF SANTA ROSA HIGH SCHOOL DISTRICT IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SEVENTY MILLION DOLLARS" (collectively, the "Resolution"). Reference is hereby made to the Resolution, a copy of which is on file at the office of the Treasurer of the County, for a description of the terms on which the Bonds are delivered, and the rights thereunder of the registered owners of the Bonds and the rights and duties of the Paying Agent and the County and the District, to all of the provisions of which the registered owner of this Bond, by acceptance hereof, assents and agrees. All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Resolution. The Bonds were authorized by a vote of more than 55% of the qualified electors of the District voting on the proposition at a general election held therein to determine whether such Bonds should be issued.

This Bond is a general obligation of the District, payable as to both Principal and interest from *ad valorem* taxes which, under the laws now in force, may be levied without limitation as to rate or amount upon all of the taxable property in the District. Neither the payment of the Principal of this Bond, or any part thereof, nor any interest or premium hereon constitute a debt, liability or obligation of the County.

This Bond is issued in fully registered form and is nonnegotiable. Registration of this Bond is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the aforesaid offices of the Paying Agent, but only in the manner, subject to the limitations, and upon payment of the charges, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such registration of transfer, a new Bond or Bonds, of like tenor and maturity in the same Transfer Amount and in authorized denominations will be issued to the transferee in exchange herefor. The District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ shall not be subject to redemption prior to their maturity dates. The Bonds maturing on or before August 1, 20__ may be redeemed prior to their respective stated maturity dates, at the option of the District, from any source of available funds, on August 1, 20__ or on any date thereafter as a whole, or in part, at the principal amount thereof, together with interest accrued thereon to the date of redemption, without premium.

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Date:

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The Bonds maturing on August 1, 20__, are subject to mandatory sinking fund redemption, in part by lot, on August 1 in each of the years and in the principal amounts set forth in the following schedule, at a redemption price of par, plus accrued interest to the date fixed for redemption:

<u>Mandatory Sinking Fund Payment Date (August 1)</u>	<u>Mandatory Sinking Fund Payment</u>
---	---------------------------------------

The rights and obligations of the County and the District and of the owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the County with the written consent of owners of at least 60% in aggregate Bond Obligation of the Outstanding Bonds, exclusive of Bonds, if any, owned by the County or the District; provided, however, that no such modification or amendment shall, without the express consent of the registered owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, extend its maturity or the times for paying interest thereon or change the monetary medium in which the Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification hereof.

A supplemental resolution of the County may be adopted, which, without the requirement of consent of the registered owners, shall be fully effective in accordance with its terms: (1) to add to the covenants and agreements of the County or the District in the Resolution, other covenants and agreements to be observed by the County or the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (2) to add to the limitations and restrictions in the Resolution, other limitations and restrictions to be observed by the County or the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (3) to confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by the Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under the Resolution; (4) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Resolution; or (5) to amend or supplement the Resolution in any other respect, provided such supplemental resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the owners.

If this Bond is called for redemption and the Principal Amount of this Bond plus premium, if any, and accrued interest due with respect hereto are duly provided therefor as specified in the Resolution, then interest shall cease to accrue with respect hereto from and after the date fixed for redemption.

This Bond shall not become valid or obligatory for any purpose until the Certificate of Authentication hereon endorsed shall have been dated and executed manually by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that an election was duly and legally called, held and conducted, and the notices thereof duly given, and the results thereof canvassed and declared in accordance with the provisions of the Education Code of the State and that all of the proceedings of the Board of Supervisors of the County in the matter of the issuance of this Bond were regular and in strict accordance with the provisions of the

Resolution #

Date:

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Act and of the Constitution of the State of California, and that the total bonded indebtedness of the District, including the issue of which this Bond is a part, does not exceed any limit prescribed by law.

IN WITNESS WHEREOF, the County of Sonoma has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the Chairman of the Board of Supervisors of the County and the Treasurer and Tax Collector of the County, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Supervisors of the County, and has caused the seal of the County to be affixed hereto as of the date stated above.

COUNTY OF SONOMA

By: _____
Chairman of the Board of Supervisors

Countersigned:

By: _____
Clerk of the Board of Supervisors

By: _____
Treasurer and Tax Collector

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution of the Board of Supervisors of the County of Sonoma.

DATED: _____, 2018

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as
Paying Agent

By: _____
Authorized Officer

Resolution #

Date:

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FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Name of Transferee: _____

Address for Payment of Interest: _____

Social Security Number or other Tax Identification No.: _____

the within-mentioned Bond and hereby irrevocably constitutes and appoints attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Registered Owner

Dated:

NOTICE: The signature on this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature _____

guaranteed

[Bank, Trust Company or Firm]

By _____

Authorized Officer

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Resolution #

Date:

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EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

Resolution #

Date:

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EXHIBIT C

DISCLOSURE OF SPECIFIED INFORMATION

1. Estimated True Interest Cost of the Bonds: 3.70%
2. Estimated Finance Charge, i.e., the sum of all fees and charges paid to third parties: \$425,000.00
3. Estimated amount of proceeds to be received by the District, less Finance Charge, reserves and capitalized interest: \$69,820,000.00
4. Estimated total debt service to maturity, including any Finance Charge not paid with proceeds of the Bonds (if any): \$128,900,000



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: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Darin Bartow, 565-3748

Supervisorial District(s):

Countywide

Title: Accept Resolution from Special Districts Requesting to Change Governing Board Election Dates from Odd to Even Numbered Years.

Recommended Actions:

Adopt a resolution approving requests from the Cazadero Community Services District to change governing board elections from odd- to even-numbered years with the first election occurring at the November 3, 2020, statewide general election.

Executive Summary:

In September 2015, the Governor signed Senate Bill No. 415 (SB 415), known as the California Voter Participation Rights Act, which in most instances requires local jurisdictions that currently hold elections for governing board members in odd-numbered years to move their elections to even-numbered years.

Discussion:

The Cazadero Community Services District passed a resolution changing governing board member elections to the same day as statewide general elections. Once resolutions are received by the Board of Supervisors Office, the Board must act on the request within 60 days.

Although existing law generally requires that regularly scheduled county elections be held at the same time as statewide elections, other local jurisdictions (e.g., cities, school districts, and special districts) have greater flexibility when deciding when to hold regularly scheduled elections that are held to elect governing board members. Elections that are held at the same time as statewide elections are often referred to as "on-cycle" elections, while elections held at other times are often referred to as "off-cycle" elections.

The degree to which local governments hold their elections on-cycle or off-cycle varies significantly throughout the state. Roughly 30 percent of the counties in California do not have regularly-scheduled off-cycle elections, because all the local jurisdictions in those counties hold their governing

board elections at the same time as statewide elections. In other counties, large numbers of cities, school districts, and special districts hold their governing board elections off-cycle in November of odd-numbered years. A smaller number of local jurisdictions hold their regularly scheduled governing board elections on other permitted off-cycle dates.

Section 10404(C) requires the Clerk of the Board to “notify all districts located in the county of the receipt of the resolution to consolidate and shall request input from each district on the effect of consolidation.” The Clerk of the Board notified all of the districts on April 20, 2018 that the Board of Supervisors had received the resolution and requested their input.

The Board of Supervisors is required by section 10404 to approve the proposed change unless it finds that "the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled." Upon approval by the Board of Supervisors, the Elections Department will prepare and mail a notice within 30 days, at the districts' expense, to the registered voters of the districts affected by the consolidation informing them of the election date change [Elections Code section 10404.

The changes may increase the number of ballot types since unique ballot types are required in precincts that contain the same districts. As more contests are potentially added to even-year ballots, the number of ballot cards per ballot could increase, thereby increasing costs. The expectation of a multiple-card ballot exists now whether or not jurisdictions change from odd- to even-year elections. Adding cards would increase the cost of ballots when required for particular ballot types, and the cost of postage would potentially increase. We anticipate that any increased costs (including payroll costs to hire extra-help staff to process the additional ballot cards) would be allocated proportionally among participating jurisdictions.

The voting equipment/computer capacity can handle additional ballot cards. Because Sonoma County's voting system is specifically designed as a multiple card ballot, there is a track record of successfully conducting elections with many ballot types, each with ballots containing several ballot cards.

Prior Board Actions:

May 23, 2017; February 6, 2018

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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:			
<p>The Registrar of Voters has determined that the requests will not significantly impact ballot production, voting equipment, or computer capacity.</p> <p>It is anticipated that the cost to local jurisdictions on even-year ballots may decrease since costs will be defrayed by federal, state and county contests. If overall costs were to increase, the increase in costs will be distributed among more jurisdictions.</p> <p>Given the number of jurisdictions electing to move to even-year ballots, costs to jurisdictions in November of 2017, or other odd years, may increase as there will be fewer jurisdictions to share elections costs.</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; Cazadero Community Services Resolution; Notice; ROV Impact Statement
Related Items "On File" with the Clerk of the Board:



County of Sonoma
State of California

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Authorizing Implementation of Special Districts' Requests That Future Board Elections
Be Moved From Odd- To Even-Numbered Years.**

Whereas, in September 2015 the Governor signed Senate Bill No. 415, which in most instances requires political subdivisions, including cities, school districts, community college districts, and other districts organized pursuant to state law, to move their elections for governing board members from odd-numbered years to even numbered years if their elections currently occur on odd-numbered years; and

Whereas, the Governing Board of the Cazadero Community Services District approved a resolution pursuant to Section 10404(b) of the California Elections Code requesting that election dates for future District board elections be moved from odd- to even-numbered years; and

Whereas, the District submitted a resolution to the Board of Supervisors and Section 10404(e) requires this Board to act on the request within sixty days; and

Whereas, pursuant to Section 10404(e), the Registrar of Voters submitted to the Board of Supervisors an impact analysis of the proposed action, and according to said report, the Sonoma County Registrar of Voters is able to handle the impact that the Districts' requested change will have on the ballot style, voting equipment, and computer capacity; and

Whereas, the Board of Supervisors is required by Section 10404(e) to approve the proposed change unless it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled.

Now, Therefore, Be It Resolved that the Board of Supervisors does not find that the ballot style, voting equipment, or computer capacity of the Sonoma County Registrar of Voters is such that additional elections or materials cannot be handled in relation to the Districts' requests, and accordingly the implementation of the Districts' resolutions are approved, with the first election occurring at the November 3, 2020, statewide general election.

Resolution #

Date:

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Be It Further Resolved that the terms of officeholders shall be extended as necessary, but in no event shall the term be extended beyond December 31 of the year following the year in which the request for consolidation is approved by this Board.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



SONOMA COUNTY

Clerk-Recorder-Assessor

www.sonoma-county.org/cra

REGISTRAR OF
VOTERS DIVISION

P.O. Box 11485
435 Fiscal Dr.
Santa Rosa, CA 95406
Tel: (707) 565-6800
Toll Free (CA only):
(800) 750-VOTE
Fax: (707) 565-6843

MEMORANDUM

TO: Kay Lowtrip, Clerk of the Board

FROM: Deena Thompson-Stalder, Chief Deputy, Registrar of Voters

DATE: April 12, 2018

RE: Impact Analysis of Proposed Consolidation – Cazadero Community Service District

Pursuant to Elections Code 10404, the Registrar of Voters has conducted an Impact Analysis of the proposed consolidation by the Cazadero Community Services District. The requested consolidation would be effective November, 3, 2020.

The Elections Information Management System used by the County of Sonoma Registrar of Voters Office is capable of managing multiple ballot types, candidates, and elections. In addition, the county has sufficient voting equipment and computer capacity such that additional elections or materials can be accommodated should consolidation be approved. Approval of the consolidation request by the above-named district election poses no significant impact to the Registrar of Voters Office's ability to effectively conduct elections.

COUNTY OF SONOMA
BOARD OF SUPERVISORS

575 ADMINISTRATION DRIVE, RM. 100A
SANTA ROSA, CALIFORNIA 95403

(707) 565-2241
FAX (707) 565-3778

MEMBERS OF THE BOARD

JAMES GORE
CHAIR

DAVID RABBITT
VICE CHAIR

SUSAN GORIN

SHIRLEE ZANE

LYNDA HOPKINS

April 20, 2018

Via U.S. Mail

Re: Request from Special Districts to Move to Even-Numbered Year Elections

Dear To Whom It May Concern:

Our office is notifying you, as required by Section 10404 of the Elections Code, that a special district has submitted a resolution to the Board of Supervisors to change their regularly scheduled elections for governing board members from odd-numbered years to even-numbered years. The Cazadero Community Service District has adopted a resolution to move to even-numbered elections in November 2020, thereby extending the terms of office of all current Board members by one year.

Copies of the resolutions from the above-named special district requesting the change, are available for review in the Clerk of the Board Office. The Sonoma County Registrar of Voters will be advising the Board of Supervisors that it will be able to facilitate the requested changes.

Pursuant to Section 10404 of the Elections Code, the Board of Supervisors is now offering you the option of providing input regarding the effect of the move. However, you are not required to submit input. Comments on the plans submitted by the above-named special districts can be presented at the May 22, 2018 Board of Supervisors' meeting, or written comments may be submitted to the Clerk of the Board, to be received no later than 12:00 p.m. on Monday, May 21, 2018. (Written comments are to be submitted to the Clerk of the Board, 575 Administration Drive, Room 100A, Santa Rosa, CA 95403. The start time of the May 22, 2018 meeting can be obtained by viewing the posted agenda on-line at <http://sonomacounty.ca.gov/Board-of-Supervisors/Calendar/> or by calling the Clerk of the Board office at 707-565-2241.)

Sincerely,

DARIN BARTOW
Deputy Clerk of the Board
County of Sonoma



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: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Darin Bartow, 565-2241

Supervisorial District(s):

Countywide

Title: Approve the Minutes of the meetings October 24, 31, November 7, 14, 21 and December 12, 2017.

Recommended Actions:

Approve the Minutes of the meetings October 24, 31, November 7, 14, 21 and December 12, 2017.

Executive Summary:

Approve the Minutes of the meetings October 24, 31, November 7, 14, 21 and December 12, 2017, for the following: Agricultural Preservation and Open Space District, Community Development Commission, Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; and Approve the Minutes of the meetings October 24, November 7, 14, 21, and December 12, 2017, for the Sonoma Valley County Sanitation District.

Discussion:

None

Prior Board Actions:

April 11, 2017; January 24, 2017; September 19, 2017; February 6, 2018

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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:			
Minutes of Meetings October 24, 31, November 7, 14, 21 and December 12, 2017.			
Related Items “On File” with the Clerk of the Board:			

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

TUESDAY

OCTOBER 24, 2017

8:30 A.M.

Susan Gorin
David Rabbitt
Shirlee Zane
James Gore
Lynda Hopkins

First District
Second District
Third District
Fourth District
Fifth District

Sheryl Bratton
Bruce Goldstein

County Administrator
County Counsel

8:49 A.M. CALL TO ORDER

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

PLEDGE OF ALLEGIANCE

I. [APPROVAL OF THE AGENDA \(Items may be added or withdrawn from the agenda consistent with State law\)](#)

The agenda was approved.
UNANIMOUS VOTE

II. [CONSENT CALENDAR](#)

COMMUNITY DEVELOPMENT COMMISSION

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

1. [State Emergency Solutions Grant Funds for Shelter and Rapid Re-Housing:](#)
 - A) [Adopt a Resolution as required by the California Department of Housing and Community Development authorizing and directing the Commission to receive the final available funding of \\$478,543 of 2016 State Emergency Solutions Grant \(ESG\) funds to be used to shelter and house homeless persons in the community, and to function as Administrative Entity for administration of the State Emergency Solutions Grant funds, and authorizing the Executive Director or the Assistant Executive Director of the Commission to execute the required Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the State Emergency Solutions Grant funds, as the California Department of Housing and Community Development may deem appropriate.](#)
 - B) [Adopt Resolution Adjusting the FY2017-18 Budget, increasing appropriations in the Community Development Commission by \\$43,388 for State Emergency Solutions Grant activities. \(4/5th Vote Required\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0393 and 17-0394

RUSSIAN RIVER COUNTY SANITATION DISTRICT

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

2. [Russian River County Sanitation District Guerneville Lift Station Electrical Modifications – Contract Award: Authorize the Chair to execute the contract with Mike Brown Electric Co. for \\$167,400 for construction of the Russian River County Sanitation District Guerneville Lift Station Electrical Modifications, and delegate authority to the General Manager of the Sonoma County Water Agency \(on behalf of the Russian River County Sanitation District\), to execute Agreement and Release of Any and All Claims, if required. \(Fifth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Zane, Mayor Hundley)

3. Removal of Sanitary Sewer Easement for Victory Station Industrial Warehousing Project. Adopt a Resolution:
 - A) Determining that vacating the sanitary sewer easement, located on Assessor's Parcel Numbers 128-422-014 and 128-442-017, will not have a significant adverse effect on the environment;
 - B) Authorizing the summary vacation of a sewer easement that is not required for purposes of the District and has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation; and
 - C) Authorizing the General Manager to file a Notice of Determination in accordance with the California Environmental Quality Act. (First District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0395

SOUTH PARK COUNTY SANITATION DISTRICT

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

4. First Amended Agreement for Transfer of Operations from South Park County Sanitation District to City of Santa Rosa: Adopt a resolution of the Board of Directors of the South Park County Sanitation:
 - A) Authorizing the Chair to execute the First Amendment to the Amended and Restated Agreement Regarding South Park County Sanitation District Operations and Transfer to the City of Santa Rosa.
 - B) Authorizing the Water Agency's General Manager to make findings, pursuant to Section 1.02 of the South Park County Sanitation District; and to establish conditions, with the agreement of City, creating exceptions to the application of the City's Requirements to wastewater discharge, sewer service, and sanitation works. (Third and Fifth Districts)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0396

AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

5. Treasury Investment Pool Audit Report: Review and accept the audit report of the Sonoma County Treasurer Treasury Investment Pool for the quarter ended June 30, 2017.

Board action: Approved as Recommended
UNANIMOUS VOTE

AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

AND

SONOMA COUNTY WATER AGENCY

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

6. Letter of Consent to allow City of Healdsburg, Sotoyome Community Development Project to allow the refinancing of their bonds: Approval of the Sonoma County Board of Supervisors, concurrent with the Board of Directors of the Sonoma County Water Agency, to allow the subordination of pass-through payments for the Successor Agency to the RDA of the city of Healdsburg, and authorize the Chair to execute a letter of consent.

Board action: Approved as Recommended
UNANIMOUS VOTE

AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR
AND
COUNTY COUNSEL

7. First Amendment to Legal Services Agreement with Hanson Bridgett LLP:
 - A) Authorize County Counsel to execute a first amendment to the legal services agreement with the law firm of Hanson Bridgett LLP to provide specialized legal services, increasing the agreement from \$225,000 to a new maximum amount of \$475,000.00 with no change to the end term date of November 30, 2018.
 - B) Approve a resolution authorizing a budget adjustment in the amount of \$225,000 to the Auditor-Controller-Treasurer-Tax Collector FY 2017-18 Final Budget necessary to encumber an increase to the legal services agreement with Hanson Bridgett, LLP. This adjustment will supplement \$25,000 in available appropriations in the Auditor-Controller-Treasurer-Tax Collector's FY 17/18 budget. (4/5th Vote Required).

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0397

BOARD OF SUPERVISORS

8. Ceres Project Medi-Cal project equipment: Approve \$35,000 funding for Ceres Project Medi-Cal project equipment. This contribution will leverage a \$1.5 million California Department of Health Care funded program to provide a nutritious meal plan for high risk patients. (Fifth and First District)

Board action: Approved as Recommended
UNANIMOUS VOTE

COUNTY ADMINISTRATOR
AND
SONOMA VALLEY SANITATION DISTRICT
(Directors: Gorin, Zane, Mayor Hundley)

9. Fiscal Year 2017-18 First Quarter Budget Adjustments:
 - A) Adopt Concurrent Resolution adjusting the FY 2017-18 Budgeted Appropriations by \$54.6 million, including \$50.7 million largely associated with Capital Projects' roll forward funding and cost estimate true-ups.
 - B) Adopt Resolution adjusting Transportation and Public Works FY 2017-18 Position Allocation converting 1.0 Department Program Manager over Public Outreach and Education from limited term to permanent status.
 - C) Adopt Resolution of the Sonoma Valley County Sanitation District adjusting the FY 2017-18 Budget by \$5.8 million. (2/3rd Vote Required) (4/5th Vote Required)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0398 and 17-0400

COUNTY COUNSEL

10. Second Amendment to Memorandum of Agreement with the Dry Creek Rancheria Band of Pomo Indians to Address Events, Noise Mitigation, and Notice to Sheriff: Adopt a resolution authorizing the Chair to Execute Second Amendment to Memorandum of Agreement with Dry Creek Band of Pomo Indians to Address Events, Noise Mitigation, and Notice to Sheriff for events at the River Rock Casino. (Fourth District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0401

FIRE AND EMERGENCY SERVICES

11. [Department of Homeland Security Authorized Agent Signature Authority: Adopt a Resolution authorizing the County Administrative Officer, Fire Chief/Department Director of Fire & Emergency Services and the Emergency Manager to execute for, and on behalf of, the County of Sonoma any actions necessary for the purpose of obtaining state and federal financial assistance provided by and/or sub-granted through the State of California and/or the federal Department of Homeland Security.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0402

GENERAL SERVICES

12. [Department of General Services Administrative Position Allocation Changes Improving Support Services to County Departments: Adopt personnel resolution effective October 10, 2017 adding 1.0 full-time equivalent Administrative Aide and 1.0 full-time equivalent Department Program Manager, and deleting 2.0 full-time equivalent Senior Office Assistants.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0403

13. [Main Adult Detention Center Roof Replacement Phase 3: Award a construction contract with Best Contracting Services, Inc. for the Main Adult Detention Facility Roof Replacement Phase 3 project in the amount of \\$830,000, to preserve the life of the property asset and use cool roof design that will save energy.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

HEALTH SERVICES

14. [Dissolution of Alcohol and Drug Problems Advisory Board: Adopt a resolution dissolving the Alcohol and Drug Problems Advisory Board effective October 24, 2017.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0404

HUMAN RESOURCES

15. [Miscellaneous Classification and Allocation Changes and Budgetary Adjustments:](#)
 - A) [Adopt a Concurrent Resolution amending the Memorandum of Understanding between the County and the International Union of Operating Engineers, Stationary Engineers, Local 39, Salary Tables, to reflect the re-titling of the classifications of Heavy Equipment Mechanic I to Heavy Equipment Mechanic, Heavy Equipment Mechanic II to Heavy Equipment Technician, and Senior Heavy Equipment Mechanic to Lead Heavy Equipment Technician as the result of a classification study conducted for the General Services Department, effective October 24, 2017.](#)
 - B) [Adopt a Concurrent Resolution amending the Memorandum of Understanding between the County and SEIU – Local 1021, Salary Table Scales, to establish the new classifications and salaries for Detention Specialist I, Detention Specialist II, Senior Detention Specialist, and Detention Specialist Supervisor, as the result of a classification study for the Sheriff’s Office, effective October 24, 2017.](#)

- C) [Adopt a Concurrent Resolution amending the Salary Resolution No. 95-0926 Salary Tables, to reflect the re-titling of the classification of Compliance and Departmental Risk Manager to Health Care Compliance/Privacy and Security Officer as a result of a classification study conducted for the Department of Health Services, effective October 24, 2017.](#)
- D) [Adopt a Resolution amending the Department Allocation Lists for the Sheriff's Office to reflect deleting 30.0 full-time equivalent Legal Processor II allocations, 3.0 full-time equivalent Senior Legal Processor allocations, and 4.0 full-time equivalent Legal Staff Supervisor allocations, and adding 30.0 full-time equivalent Detention Specialist II allocations, 3.0 full-time equivalent Senior Detention Specialist allocations, and 4.0 full-time equivalent Detention Specialist Supervisor allocations; the Department of Health Services to reflect adding 1.0 full-time equivalent Health Care Compliance/Privacy and Security Officer allocation; and the Probation Department to reflect deleting 1.0 full-time equivalent Administrative Services Officer II allocation and 1.0 full-time equivalent Department Program Manager Revision No. 20151201-1 allocation, and adding 1.0 full-time equivalent Department Administrative Services Director allocation and 1.0 full-time equivalent Program Development Manager allocation, respectively, effective October 24, 2017.](#)

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0405, 17-0406, 17-0407 and 17-0408

INFORMATION SYSTEMS/COUNTY ADMINISTRATOR

- 16. [Streaming Media Solution Upgrade and Closed Captioning Services Agreement with Granicus:](#)
- A) [Authorize the Director of the Information Systems Department to execute a Professional Services Agreement with Granicus, Inc. for closed captioning services and to upgrade the County's web-streaming media and archival solution for Board of Supervisors' and other County public meetings for a total not-to-exceed amount of \\$365,971 for the period of October 10, 2017 to October 9, 2022, with two additional two year options to extend.](#)
- B) [Authorize the Director of Information Systems Department to execute future amendments to the Agreement for implementation of the Boards and Commissions System and the Civic Engagement System in annual amounts of \\$14,400 and \\$9,996 respectively, each with a 3% annual escalator and one-time cost of \\$39,800, to run concurrently with the term of the primary Agreement.](#)

Board action: Approved as Recommended

UNANIMOUS VOTE

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

- 17. [Issue a roiling permit \(Ordinance No. 3836R\) to Munselle Civil Engineering; ROI17-0008: Adopt a resolution issuing a roiling permit \(Ordinance No. 3836R\) to Munselle Civil Engineering for installation of a water diversion system in an unnamed stream to replace a failing culvert for Lago Ranch Bridge. \(4/5th Vote Required\) \(Fourth District\)](#)

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0409

- 18. [Letter requesting transfer of Roseland housing obligation and credit from County to City: Authorize Chair on behalf of the Board of Supervisors to sign a joint letter with the City of Santa Rosa transferring the Regional Housing Need Allocation Credit and Obligation for the Roseland Area to the City of Santa Rosa. \(Fifth District\)](#)

Board action: Approved as Recommended

UNANIMOUS VOTE

REGIONAL PARKS

- 19. [Regional Parks Staffing for Increased Parks Access: Adopt a Resolution amending the Department Allocation List for the Regional Parks Department to reflect:](#)

- A) Addition of 1.0 full-time equivalent Park Ranger I- Time Limited and 1.0 full-time equivalent Parks And Grounds Maintenance Worker II-Time Limited with terms ending June 30, 2019;
- B) Extension of existing 1.0 full-time equivalent Park Ranger I-Time Limited and 1.0 full-time equivalent Parks and Grounds Maintenance Worker II-Time Limited from term ending date of October 31, 2017 to term ending date of June 30, 2019;
- C) Deletion of 1.0 full-time equivalent Planning Technician and addition of 1.0 full-time equivalent Department Analyst – Time Limited with term ending June 30, 2019. (4/5th Vote Required)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0410

- 20. Del Rio Woods Transfer of Assets: Authorize the Chair of the Board to accept all existing assets and liabilities of the Del Rio Woods Recreation and Park District; and delegate authority to the Director of Regional Parks to execute any and all documents necessary to complete these transactions. (Fourth District)

Board action: Approved as Recommended
UNANIMOUS VOTE

- 21. Del Rio Woods Facility Improvements Project - Award of Bid:
 - A) Approve specifications, plans, and forms for the construction of the Del Rio Woods Facility Improvements project.
 - B) Award the Construction for the Del Rio Woods Facility Improvements Project to improve accessibility, enhance visitor amenities, replace aging infrastructure, and to upgrade the facility to current codes to Siri Grading & Paving, Inc. in the amount of \$214,550. (Fourth District)

Board action: Approved as Recommended
UNANIMOUS VOTE

TRANSPORTATION AND PUBLIC WORKS

- 22. Execute contract with Biggs Cardosa Associates, Inc. for design of the Monte Rio Bridge Replacement Project: Authorize the Chair to execute the contract with Biggs Cardosa Associates, Inc. for engineering design services for the Monte Rio Bridge over Russian River Replacement Project for \$2,748,293 with a term ending December 31, 2022. (Fifth District)

Board action: Approved as Recommended
UNANIMOUS VOTE

- 23. Contract with TRC Solutions for design of the Franz Creek Bridge Replacement Project: Authorize the Chair to execute the a contract with TRC Solutions for engineering design services for the Franz Creek Bridge Replacement Project for a not to exceed amount of \$630,177.82 and a term end date of December 31, 2022. (Fourth District)

Board action: Approved as Recommended
UNANIMOUS VOTE

- 24. Boyes Boulevard Road Bridge Replacement Project: Approve Resolution authorizing the Chair to execute two (2) Right of Way Contracts for purchase of two (2) strips of land, a slope easement and three (3) temporary easements for construction and utility purposes, authorizing two (2) separate payments of \$40,000 and \$50,000, which includes \$0 for severance damages; authorizing transfer of taxes on said lands; and authorizing refunds, if applicable, pursuant to section §5096 of the Revenue and Taxation Code; lands of Matthew L. Krebs, a Single Man and Leah Dominguez, a Single Woman as Joint Tenants (APN: 052-101-001) and Michele Nora Gegner, a Single Woman (APN: 052-192-020); Project C01147. (First District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0411

25. [Sonoma County Paratransit – Purchase Wheelchair Accessible Minibuses and Minivans \(BP-25\): Approve the purchase of four \(4\) wheelchair accessible minibuses and four \(4\) wheelchair accessible minivans for Sonoma County Paratransit from A-Z Bus Sales Inc., not to exceed \\$522,161. This replacement vehicle purchase will provide for a more comfortable riding experience for passengers, reduce operational maintenance costs and improve service reliability.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

APPOINTMENTS/ REAPPOINTMENTS

26. [Appoint David Upchurch to the Graton Community Services District beginning December 1, 2017 and ending November 30, 2021. \(Fifth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

27. [Appoint Devin Lee Drew to the Graton Community Services District beginning December 1, 2017 and ending November 30, 2021. \(Fifth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

28. [Approve reappointment of Steve Rabinowitsh to the Agricultural Preservation and Open Space District Advisory Committee for a two year term beginning on September 22, 2017 and ending September 22, 2019. \(Third District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

29. [Reappoint Chris Martin to the Occidental County Sanitation District Board beginning December 1, 2017 and ending November 30, 2021. \(Fifth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

30. [Appoint Eleanor Hiller to the Sonoma County Community Development Committee as a Housing Choice Voucher Tenant Representative. \(Community Development Commission\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

PRESENTATIONS/GOLD RESOLUTIONS

(PRESENTATIONS AT A DIFFERENT DATE)

31. [Adopt a Gold Resolution commending the Latino Health Forum and Dr. Enrique Gonzalez-Mendez on the occasion of their 25th Annual Forum striving to promote the health of Sonoma County's Latino Community. \(Third District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0412

32. [Adopt a resolution proclaiming October 23-31, 2017 as Red Ribbon Week in Sonoma County with the theme "Your Future is Key, So Stay Drug Free". \(Second District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0413

33. [Adopt a Gold Resolution Honoring Pat Harper as the recipient of the North Bay Leadership Council's 2017 Leaders of the North Bay Award for the "Light Bulb Went On." \(Third District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0414

Public Comment on Consent Calendar

9:00 A.M. Public Comment Opened

Public Speakers:
Gregory Fearon

9:03 A.M. Public Comment Closed

III. [A\) BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS](#)

9:06 A.M. Supervisor Rabbitt discussed the necessity of a thorough debrief of fire recovery and resiliency. He also discussed the importance of an emergency response warning plan as well as a comprehensive economic development plan moving forward. He would like to emphasize that District 2 has a huge obligation in the rebuilding process.

9:15 A.M. Supervisor Hopkins discussed the importance of creating a framework for resiliency. She discussed the need of an umbrella organization where all members of government, non-profit and community can contribute and collaborate to build a stronger future. She met with Cathryn Couch of Ceres Community Project and the Redwood Empire Food Bank to discuss food initiatives.

9:21 A.M. Supervisor Gore attended a Mark West Unified School District meeting. He said the California State Association of Counties (CSAC) has set up a regional network for all affected by fires. He was recently appointed chair of the Resilient Counties Advisory Board and is looking forward to working on that. He spoke with Rob Brown, Supervisor from Lake County, in regards to debris removal, recovering and rebuilding. He attended the Sikh Community Temple. He is trying to encourage and support the Sonoma County Indian Health Project.

9:30 A.M. Supervisor Gorin reported that every area of her district has been completely devastated. She announced that she will be working with Health and Human Services to assist disadvantaged neighborhoods. She announced that she will be working with the Sonoma Valley Visitor's Center and advertising that Sonoma Valley is open for business. She would also like to work on watershed restoration.

9:43 A.M. Supervisor Zane announced that she has been busy working with key partners as we move into the debris removal phase. She announced that there will be another town hall meeting and strongly encourages all to attend as the last town hall was incredibly attended at Santa Rosa High School. She also proposed four working groups that will help facilitate organization and move forward with community input.

B) [COUNTY ADMINISTRATOR/EMERGENCY OPERATION CENTER DIRECTOR UPDATE](#)

10:07 A.M. Sheryl Bratton announced that the Emergency Operations Center (EOC) had been in 24 hour operations since Monday, October 9, 2017. The primary mission of the EOC is to support the first responders and act as a liaison to CalFire and the Local Assistance Center (LAC) located at the fairgrounds. Over the past two weeks, the EOC has closely communicated with nine cities providing damage assessments, health and animal resources, public information, coordinating shelters, planning and executing the LAC and providing reentry teams. Within less than 24 hours, the EOC provided cots, pillows and blankets to over 3,000 evacuated residents. At one point, the EOC coordinated with 36 shelters and cared for over 4,000 residents. The call center received over 60,000 calls while the LAC served over 4,800 individuals. She reported the EOC used 40 personnel from 18 other counties while Permit Sonoma reported 13,000 rapid evaluation and safety assessments. She also reported the safety and microwave systems were protected with

coordinated efforts with firefighters and the health branch facilitated evacuation of two of the largest hospitals in the area.

IV. REGULAR CALENDAR

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

COMMUNITY DEVELOPMENT COMMISSION
(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)

- 34. Modification to the notification period for changes to the Sonoma County Housing Authority Administrative Plan, the Sonoma County 2015 Five-Year Consolidated Plan, and the May 2015 Citizen Participation Plan to enable maximum flexibility in disaster response with Federal funding and programs:
 - A) Waive the 45-day notification period for modifications to the Sonoma County Public Housing Authority Administrative Plan and the Sonoma County 2015 Five-Year Consolidated Plan.
 - B) Approve a 21-day notification period for modifications to the Sonoma County Public Housing Authority Administrative Plan.
 - C) Waive the existing notification periods for modifications of the Sonoma County 2015 Five-Year Consolidated Plan and the May 2015 Citizen Public Participation Plan.
 - D) Approve a 7 day notification period for modifications to the Sonoma County 2015 Five-Year Consolidated Plan and the May 2015 Citizen Public Participation Plan.
 - E) Authorize the Executive Director to pursue other procedural waivers available to and supportive of the mission of the Commission as a result of the declared disaster.

12:26 P.M.

Presenters:

Margaret Van Vliet, Executive Director, Community Development Commission

12:54 P.M. Public Comment Opened

Public Speakers:

Thomas Ells

Margaret Van Vliet

12:56 P.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

GENERAL SERVICES/REGIONAL PARKS
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT/
SONOMA COUNTY WATER AGENCY/RUSSIAN RIVER COUNTY SANITATION DISTRICT/OCCIDENTAL
COUNTY SANITATION DISTRICT/ SOUTH PARK COUNTY SANITATION DISTRICT

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

AND
SONOMA VALLEY COUNTY SANITATION DISTRICT
(Directors: Gorin, Zane, Mayor Hundley)

- 35. Concurrent Resolution Making Findings of an Emergency Need to Perform Emergency Work to Stabilize Dangerous Conditions Resulting From the Sonoma Complex Fires: Adopt a Concurrent Resolution:

- A) [Making findings that there is an emergency need to stabilize dangerous conditions resulting from the Sonoma Complex Fires; and](#)
- B) [Suspending the requirements for competitive bidding; and](#)
- C) [Authorizing the County Directors of General Services and Regional Parks and the General Managers of the Sonoma County Agricultural Preservation and Open Space District and the Sonoma County Water Agency, to execute contracts necessary to stabilize dangerous conditions resulting from the Sonoma Complex Fires; and](#)
- D) [Making an exemption determination under the California Environmental Quality Act; and](#)
- E) [Ratifying any emergency contracts entered into by the County Administrator or the General Manager of the Sonoma County Water Agency relating to these issues. \(4/5th Vote Required\) \(2/3rd Vote Required SVCSD\)](#)

1:35 P.M.

Presenters:

Caroline Judy, Director, General Services

Mike Thompson, General Manager, Sonoma County Water Agency

Bill Keene, General Manager, Agricultural Preserve and Open Space District

Bert Whitaker, Director, Regional Parks

2:16 P.M. Public Comment Opened

Public Speakers:

Colleen Fernald

2:19 P.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0415

Sonoma Valley County Sanitation District action: Approved as Recommended

AYES: Gorin, Zane

ABSENT: Mayor Hundley

Approved by Resolution 17-0415

SONOMA COUNTY WATER AGENCY/RUSSIAN RIVER COUNTY SANITATION DISTRICT/OCCIDENTAL COUNTY SANITATION DISTRICT/ SOUTH PARK COUNTY SANITATION DISTRICT

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Zane, Mayor Hundley)

- 36. [Joint Resolution Making Findings of an Emergency Need to Perform Emergency Inspections and Take Actions to Protect Human Health, Safety, and the Environment by Abating and Preventing Fire Debris from Entering Wastewater Systems Resulting from the Sonoma Complex Fires.](#)
 - A) [Making findings that there is an emergency need to inspect and take necessary actions to protect human health, safety and the environment to prevent and abate fire debris from entering wastewater collection systems resulting from the Sonoma Complex Fires; and](#)
 - B) [Authorizing the General Manager of the Sonoma County Water Agency, or his designee, to enter private property to perform such inspections and take such necessary actions.](#)

2:21 P.M.

Presenters:

Mike Thompson, General Manager, Sonoma County Water Agency

2:25 P.M. Public Comment Opened

Public Speakers:

None

2:25 P.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0416

Sonoma Valley County Sanitation District action: Approved as Recommended

AYES: Gorin, Zane

ABSENT: Mayor Hundley

Approved by Resolution 17-0416

AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

37. [Waiver of Penalty Provisions for Transient Occupancy Tax and Business Improvement Area Operators Suffering Structure Loss and for Cultivation Under the Cannabis Business Tax: Approval of the Sonoma County Board of Supervisors to temporarily waive penalties for delinquencies, for operators suffering structure loss, for third quarter 2017 Transient Occupancy Tax and Business Improvement Area Assessments and to temporarily waive penalties for delinquencies, for commercial cannabis cultivation, for the first quarter 2017-2018 Cannabis Business Tax.](#)

2:25 P.M.

Presenters:

Eric Roesser, Auditor Controller Treasurer Tax Collector

Jonathan Kadlec, Assistant Auditor Controller Treasurer Tax Collector

2:35 P.M. Public Comment Opened

Public Speakers:

None

2:35 P.M. Public Comment Closed

Board action: Approved as amended

UNANIMOUS VOTE

Approved by Resolutions 17-0418(a) and 17-0418(b); with direction to clarify on mixed use indoor growth.

HUMAN RESOURCES

AND

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT/
SONOMA COUNTY WATER AGENCY**

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

AND

COMMUNITY DEVELOPMENT COMMISSION

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

38. [Report on Impact to County Employees from Sonoma Complex Fires, and Resolution Approving Payment to Employees and Overtime to Unrepresented Administrative Management Employees During the Sonoma Complex Fire Emergency.](#)

- A) [Receive a report on the Sonoma Complex Fire's impact to County employees and the County's response to support impacted employees.](#)
- B) [Adopt a Resolution authorizing the Payroll Manager to pay regular full-time and part-time employees their regular rate of pay from October 9, 2017 to October 17, 2017 and extra-help employees for all hours they were scheduled to work from October 9, 2017 to October 14, 2017, and straight-time overtime to Unrepresented Administrative Management employees who work beyond forty \(40\) hours in a week due to the Board of Supervisors' proclaimed existence of a local emergency for two pay periods, October 10, 2017 through October 23, 2017, and October 24, 2017 through November 6, 2017.](#)

2:35 P.M.

Presenters:

Christina Cramer, Director, Human Resources

3:04 P.M. Public Comment Opened

Public Speakers:

None

3:04 P.M. Public Comment Closed

Board action: Approved as amended

UNANIMOUS VOTE

Approved by Resolution 17-0417; with direction to add law enforcement and Department Heads to the salary resolution.

FIRE AND EMERGENCY SERVICES/COUNTY COUNSEL

- 39. [Mutual Assistance Agreement: Authorize the Emergency Manager to Execute Mutual Assistance Agreements with Counties, Cities and Other Governmental Entities that Provided Mutual Assistance During the Sonoma Complex Fires.](#)

This item was taken out of order.

12:56 P.M.

Presenters:

Robert Pittman, Chief Deputy County Counsel

12:57 P.M. Public Comment Opened

Public Speakers:

None

12:57 P.M. Public Comment Closed

Board Action: Approved as Recommended

UNANIMOUS VOTE

GENERAL SERVICES

- 40. [Adopt a Resolution Under Government Code Section 25502.7 Directing Purchasing Agent to Engage Independent Contractors Pursuant to Local Emergency Declaration:](#)
 - A) [Directing Purchasing Agent, or her designee, to engage independent contractors to perform services related to the Sonoma Complex Fire for the County or County officers, with or without the furnishing of material, when the annual aggregate cost does not exceed \\$150,000.](#)
 - B) [Establishing rules and regulations to effectuate this emergency contracting, including informal bidding procedures.](#)

This item was continued to a future date.

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT/ COUNTY COUNSEL

41. [Emergency and Immediate Housing Needs Created by the Sonoma Complex Fire: Coordination with the City of Santa Rosa and State and Federal Partners on Housing Policy Issues: Address the most immediate housing needs being faced by the citizens of Sonoma County by:](#)
 - A) [Adopting an Urgency Interim Ordinance Prohibiting Rental House Price Gouging:](#)
[This item was removed.](#)
 - B) [Adopting an Urgency Interim Ordinance Prohibiting the Issuance of New Vacation Rental Permits; and:](#)
 - C) [Adopting an Urgency Ordinance to Add Chapter 40 to the Sonoma County Code to Facilitate Emergency and Immediate Housing by:](#)
 - 1) [Temporarily Allowing the Residential Use of Recreational Vehicles and Travel Trailers:](#)
 - 2) [Extending the Term of Annual Occupancy of Seasonal Farmworker Housing:](#)
 - 3) [Allowing Temporary Rental of Existing Guest Houses and Other Residential Accessory Structures:](#)
 - 4) [Allowing Rental of Promotional and Marketing Accommodations, Farmstays, Bed and Breakfast Inns, Resorts, Retreats, Camps, and Other Similar Uses:](#)
 - 5) [Waiving Impact Fees for New Accessory Dwelling Units and Junior Accessory Dwelling Units:](#)
 - 6) [Allowing Safe Parking Programs at County-Owned Facilities and Privately Owned Sites in Certain Zones:](#)
 - 7) [Providing for Relocation of Damaged Child Care and Educational Facilities in Certain Zones; and](#)
 - 8) [Allowing Additional Expansions of Damaged Nonconforming Residential Structures. \(4/5th Vote Required\)](#)

This item was taken out of order.

10:33 A.M.

Presenters:

Tennis Wick, Director, Permit and Resource Management Department

Jennifer Barrett, Deputy Director of Planning, Permit and Resource Management Department

Jill Ravitch, District Attorney

Jeff Brax, Deputy County Counsel

11:58 A.M. Public Comment Opened

Public Speakers:

Jake Mackenzie

Colleen Fernald

Thomas Ells

Gregory Fearon

Danielle Cagan

Adrienne Lauby

Julia Donoho

J.J. Abodeeley
Anita Lafollette
Kimberley Carr
Jeff Hoffman

12:24 P.M. Public Comment Closed

Board action: The Board removed Action A.

The Board unanimously adopted the urgency ordinance adding Chapter 40 (Sonoma Complex Fire Disaster Recovery) to the Sonoma County Code, with the following amendments:

- Revision to Section 40.04.010.B to allow multiple recreational vehicles per parcel. The approved language reads: “Recreational vehicles for reconstruction or repair of damaged dwellings. The use of recreational vehicles in any residential zoning district during the term of this ordinance shall be allowed, subject to county approval or permit as applicable, for use by displaced persons who are repairing or reconstructing a fire-damaged dwelling on the same or another parcel, subject to the standards in Section 40.04.010.”
- Delete Section 40.04.010.C.7.a on page 4. Section 40.04.010.C.7 now reads: “Residential use of recreational vehicles under this ordinance shall not be allowed in an area with health and safety hazards as determined by the director.”

UNANIMOUS VOTE

Approved by Ordinances 6209 and 6210

42. [PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS \(Any member of the public may address the Board on a matter not listed on the agenda as long as the subject matter is within the jurisdiction of the Board. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to matters within the Board’s jurisdiction. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. When this item is scheduled, the Board generally will hear public comments for up to twenty minutes. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. Any additional non-agendized items speakers will be heard following consideration of the agendized matters. While members of the public are welcome to address the Board, under the Brown Act open meeting laws, Board members may not deliberate or take action on items not on the agenda.\)](#)

3:06 P.M. Public Comment Opened

Public Speakers:
Roseanne Snyder
Richard Hannon
Gregory Fearon

3:14 P.M. Public Comment Closed

43. [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 \(All materials related to these actions and determinations can be reviewed at: <http://www.sonoma-county.org/prmd/bc/index.htm>\)](#)

There were no Acts and Determinations.

44. [ADJOURNMENT](#)

3:16 P.M.

The Board adjourned the meeting in the memory of Bob Pforsich, Lee Gooding, Linda Bingham-Lyon, and Chris Paige.

The meeting was adjourned to October 31, 2017 at 8:30 A.M.

Respectfully submitted,

Kay Lowtrip
Chief Deputy Clerk of the Board

NOTE: The next Regular Board Meeting will be held on October 31, 2017 at 8:30 a.m.

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

October 24, 2017 13

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

TUESDAY

OCTOBER 31, 2017

8:30 A.M.

Susan Gorin
David Rabbitt
Shirlee Zane
James Gore
Lynda Hopkins

First District
Second District
Third District
Fourth District
Fifth District

Sheryl Bratton
Bruce Goldstein

County Administrator
County Counsel

8:42 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)**

The Chairwoman announced that Board member announcements would move to after the consent calendar.

Board action: Approved as Recommended
UNANIMOUS VOTE

II. **CONSENT CALENDAR**

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR/ HUMAN RESOURCES

AND

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT/
SONOMA COUNTY WATER AGENCY**

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

AND

COMMUNITY DEVELOPMENT COMMISSION

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

1. **Overtime Payment to Sonoma County Prosecutors' Association, Sonoma County Deputy Public Defender Attorneys' Association, Deputy Sheriffs Law Enforcement Management, Sonoma County Law Enforcement Managers Association Employees, Department Heads and Unrepresented Employees During the Sonoma Complex Fire Emergency:**
 - A) **Adopt Resolution authorizing the Payroll Manager to pay straight-time overtime to Sonoma County Prosecutors' Association (S.C.P.A.) and Sonoma County Deputy Public Defender Attorneys' Association (S.C.D.P.D.A.A.) Employees During the Sonoma Complex Fire Emergency who work beyond forty (40) hours in a week due to the Board of Supervisors' proclaimed existence of a local emergency for two pay periods, October 10, 2017 through October 23, 2017, and October 24, 2017 through November 6, 2017.**
 - B) **Adopt Resolution approving side letter agreements amending Deputy Sheriffs Law Enforcement Management (D.S.L.E.M.), and Sonoma County Law Enforcement Managers Association (S.C.L.E.M.A.) MOUs to include Section 7.4, Overtime in a Board-Designated Emergency, and authorizing the Payroll Manager to pay straight-time overtime during the Sonoma Complex Fire Emergency for employees who work beyond forty (40) hours in a week due to the Board of Supervisors' proclaimed existence of a local emergency for two pay periods, October 10, 2017 through October 23, 2017, and October 24, 2017 through November 6, 2017.**
 - C) **Adopt concurrent resolution amending the Salary Resolution to include Department Heads (excluding Elected Officials), and Unrepresented employees not otherwise eligible for overtime, in Section 20.14 Overtime In a Board-Designated Emergency, and authorizing the Payroll Manager to pay straight-time overtime during the Sonoma Complex Fire Emergency for employees who work beyond forty (40) hours in a week due to the Board of Supervisors'**

proclaimed existence of a local emergency for two pay periods, October 10, 2017 through October 23, 2017, and October 24, 2017 through November 6, 2017.

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0419, 17-0420 & 17-0421

COUNTY ADMINISTRATOR

2. Ratification of the County Administrator's Acceptance or Rejection of Various In-Kind Donations and Delegation of Authority to the County Administrator to Accept or Reject Any Donation, Gift, Bequest, or Devise Made to the County in Response to the Wildfires for the Duration of the Existence of the Local Emergency: Adopt a Resolution to: (i) Ratify the County Administrator's Acceptance or Rejection of Various Donations Received by the County in Response to the Complex Fire and (ii) Authorize the County Administrator to Accept or Reject Any Future Donation, Gift, Bequest, or Devise Made to the County in Response to the Complex Fire for the Duration of the Existence of the Local Emergency.

The Chairwoman asked for a monthly update on the donations declined or accepted.

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0422

ECONOMIC DEVELOPMENT BOARD

3. Sonoma Coast Visitor Center Agreement for Services with Bodega Bay Chamber of Commerce:
 - A) Request that the Board Authorize the CAO to approve an agreement in the amount of \$55,566 to the Bodega Bay Chamber of Commerce to operate the Sonoma Coast Visitor Center.
 - B) Approve a budget resolution approving the additional \$5,000 in funding to support this agreement. (4/5th Vote Required)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0423

Public comment on consent items

8:48 A.M. Public comment opened

Speakers:
None

8:48 A.M. Public comment closed

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

8:49 A.M. Supervisor Rabbitt met with County departments and went to an agricultural town hall to discuss the effects of the fire. He thanked staff and all those in the community for all of their hard work.

8:52 A.M. Supervisor Hopkins attended Rebuild North Bay Day, the Day of Remembrance and a briefing with Nancy Pelosi and other Members of Congress.

8:55 A.M. Supervisor Gore announced he is looking for creative solutions for temporary housing and long term housing for workers. He announced that the Luther Burbank Center will open by November 6 and the AT&T Ballpark concert will be on November 9, 2018. He announced that the Counting Crows will play a fundraising event at the Green Music Center on November 18. He attended a Mark West Wikiup town hall.

9:00 A.M. Supervisor Gorin toured District 1. She has been working with La Luz center and the City of Sonoma to discuss rebuilding.

9:05 A.M. Supervisor Zane thanked the Board members, County Administrator and County Counsel for all of their work. She attended the Rebuild North Bay meeting, a fundraiser for the Growers Alliance, and numerous debris removal updates as well as a town hall on debris removal. She also attended a meeting with Nancy Pelosi and other Members of Congress as well as a harvest celebration.

III. REGULAR CALENDAR

COUNTY ADMINISTRATOR

4. Fire Recovery Update: Receive Update on Fire Recovery Efforts and Consider Next Steps

9:14 A.M.

Presenters:

Sheryl Bratton, County Administrator
Peter Rumble, Deputy County Administrator/Recovery Manager
Eric Lamoureux, California Office of Emergency Services (CalOES)
Robert Pesapane, Federal Emergency Management Agency (FEMA)

12:03 P.M. Public Comment Opened

Public Speakers:

Glen Ghilotti
Chester Dowles
Duane De Witt
Thomas Ells
Kent Yunker
Chris Snyder

12:07 P.M. Public Comment Closed

Board action: Informational Only

COUNTY ADMINISTRATOR/AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

5. Disaster Response and Recovery Costs: Adopt a Resolution Adjusting the FY 2017-18 Budget transferring \$3 million from available General Fund Contingencies and General Fund Reserves to establish Appropriations in a separate General Fund in order to track Disaster Response and Recovery Costs. (4/5th Vote Required)

12:51 P.M.

Presenters:

Christina Rivera, Assistant County Administrator
Niki Berrocal, Deputy County Administrator

1:00 P.M. Public Comment Opened

Public Speakers:

None

1:00 P.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0424

COUNTY ADMINISTRATOR/HEALTH SERVICES/COUNTY COUNSEL

6. Debris Clean Up Program– Opt-out Standards and Resolution Extending the Joint Proclamation of Local Health Emergency:
 - A) Receive Update on Debris Clean-up Efforts in the wake of the Complex Fire;
 - B) Adopt a Resolution Extending the Joint Proclamation of Local Health Emergency Issued by County Health Officer and County Environmental Health & Safety Officer to Ensure Safe Removal of Debris Caused by the Complex Fire; and
 - C) Adopt an Ordinance Establishing Standards for Individuals Who Choose to Opt-out of the Federal Debris Removal Clean-up Program.

12:07 P.M.

Presenters:

Dr. Karen Milman, Health Officer
Christine Sosko, Environmental Health Director
Verne Ball, Deputy County Counsel

12:41 P.M. Public Comment Opened

Public Speakers:

Bob Williamson
John Bly
Dylan Keith

12:44 P.M. Public Comment Closed

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0425
Approved by Ordinance 6211

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

7. Emergency and Immediate Housing Needs Created by the Sonoma Complex Fire; Temporary Rental of Dwellings Under Land Conservation Act Contracts:
 - A) Adopt a Resolution Modifying the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Williamson Act) to Allow Rental of Existing Residences for Temporary Disaster Housing.
 - B) Adopt an Urgency Ordinance to Similarly Revise Chapter 40 of the Sonoma Code to Allow Rental of Existing Residences for Temporary Disaster Housing. (4/5th Vote Required)

1:00 P.M.

Presenters:

Tennis Wick, Director, Permit and Resource Management Department
Jennifer Barrett, Deputy Director Planning, Permit and Resource Management Department
Jeff Brax, Deputy County Counsel

1:18 P.M. Public Comment Opened

Public Speakers:

Andrea Rodriguez

Thomas Ells
Colleen Fernald

1:22 P.M. Public Comment Closed

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0426
Approved by Ordinance 6212

TRANSPORTATION AND PUBLIC WORKS

8. Resolution Making Findings to Extend and Expand the Suspension of Competitive Bidding to Stabilize Dangerous Conditions in or Adjacent to County Rights-of-Way: Adopt a Resolution Doing the Following:
 - A) Making finds that there is an emergency need to stabilize dangerous conditions in and adjacent to County Rights of Way resulting from the Complex Fire; and
 - B) Suspending Competitive Bidding Requirements and
 - C) Authorizing the Director of Transportation and Public Works to execute contracts necessary to stabilize dangerous conditions resulting from the Complex Fire; and
 - D) Making an exemption determination under the California Environmental Quality Act; and
 - E) Ratifying any emergency contracts entered into by the Director of Transportation and Public Works relating to these issues. (4/5th Vote Required)

1:23 P.M.

Presenters:
Johannes Hoevertz, Director, Transportation and Public Works

1:27 P.M. Public Comment Opened

Public Speakers:
None

1:27 P.M. Public Comment Closed

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0427

9. 10:30 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 (Any member of the public may address the Board on a matter not listed on the agenda as long as the subject matter is within the jurisdiction of the Board. 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 matters within the Board's jurisdiction. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. When this item is scheduled, the Board generally will hear public comments for up to twenty minutes. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. Any additional non-agendized items speakers will be heard following consideration of the agendized matters. While members of the public are welcome to address the Board, under the Brown Act open meeting laws, Board members may not deliberate or take action on items not on the agenda.)

1:28 P.M. Public Comment Opened

Public Speakers:

Francisco Saiz
Michelle Miller
Colleen Fernald
Roseanne Snyder
Richard Hannon
John Jenkel

1:36 P.M. Public Comment Closed

10. [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 \(All materials related to these actions and determinations can be reviewed at: <http://www.sonoma-county.org/prmd/b-c/index.htm>\)](http://www.sonoma-county.org/prmd/b-c/index.htm)

1:36 P.M.

There were no acts and determinations

11. [ADJOURNMENT](#)

1:37 P.M.

The Board adjourned the meeting in the memory of Rich Cowart and Heather Granahan.

The meeting was adjourned to November 7, 2017 at 8:30 A.M.

Respectfully submitted,

Kay Lowtrip
Chief Deputy Clerk of the Board

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

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

October 31, 2017 2

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

TUESDAY

NOVEMBER 7, 2017

8:30 A.M.

Susan Gorin
David Rabbitt
Shirlee Zane
James Gore
Lynda Hopkins

First District
Second District
Third District
Fourth District
Fifth District

Sheryl Bratton
Bruce Goldstein

County Administrator
County Counsel

8:35 A.M. CALL TO ORDER

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

PLEDGE OF ALLEGIANCE

I. [APPROVAL OF THE AGENDA \(Items may be added or withdrawn from the agenda consistent with State law\)](#)

The Chairwoman announced a correction to Item 3:

Extension of Proclamation of Local Emergency Due to Sonoma Complex Fire: Adopt a Resolution Extending the Proclamation of Local Emergency Issued on October 9, 2017, due to the damage arising from the complex fires and the impending onset of the rainy season.

The Chairwoman moved Item 4 to be heard after Item 14.

II. [CONSENT CALENDAR SONOMA COUNTY OFFICE OF EDUCATION](#)

1. [Sonoma County Williams Act Settlement Annual Report of Findings: The Board of Supervisors is requested to accept the Sonoma County Superintendent of Schools Report on Williams Lawsuit Settlement findings for Fiscal Year 2017-2018.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

2. [Forever Forestville Conservation Easement Amendment: Adopt a resolution:](#)

A) [Making certain findings in support of amending the Forever Forestville Conservation Easement to add a provision allowing for the placement of public utilities and conveyance of related easements subject to District approval; and](#)

B) [Authorizing the Board President to execute the First Amendment to Conservation Easement Agreement. \(Fifth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0430

COUNTY ADMINISTRATOR/FIRE AND EMERGENCY SERVICES

- 3. [Extension of Proclamation of Local Emergency Due to Sonoma Complex Fire: Adopt a Resolution Extending the Proclamation of Local Emergency Issued on September 9, 2017, Due to the Damage Arising from the Complex Fires and the Impending Onset of the Rainy Season.](#)

The Chairwoman announced a correction to the item: Extension of Proclamation of Local Emergency Due to Sonoma Complex Fire: Adopt a Resolution Extending the Proclamation of Local Emergency Issued on October 9, 2017, due to the damage arising from the complex fires and the impending onset of the rainy season.

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0431

COUNTY ADMINISTRATOR/HEALTH SERVICES/COUNTY COUNSEL

- 4. [Resolution Extending the Joint Proclamation of Local Health Emergency Issued by County Health Officer and County Environmental Health & Safety Officer: Adopt a Resolution Extending the Joint Proclamation of Local Health Emergency Issued by County Health Officer and County Environmental Health & Safety Officer to Ensure Safe Removal of Debris Caused by the Complex Fire.](#)

The Chairwoman moved Item 4 to be heard after Item 14.

12:52 P.M.

Presenters:
Bruce Goldstein, County Counsel

12:59 P.M. Public Comment Opened

Public Speakers:
Rocky Stitch
Thomas Ells

1:01 P.M. Public Comment Closed

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0432

GENERAL SERVICES/REGIONAL PARKS/TRANSPORTATION AND PUBLIC WORKS

AND

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT/SONOMA COUNTY WATER AGENCY /
RUSSIAN RIVER COUNTY SANITATION DISTRICT/OCCIDENTAL COUNTY SANITATION
DISTRICT/SOUTH PARK COUNTY SANITATION DISTRICT

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

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

- 5. [Concurrent Resolution Making Findings of a Continuing Need to Perform Emergency Work to Abate and Stabilize Dangerous Conditions Resulting From the Sonoma Complex Fires: Board of Supervisors and the respective Boards of Directors Adopt a Concurrent Resolution:](#)
- A) [Making findings that there is a continuing emergency need to stabilize dangerous conditions resulting from the Sonoma Complex Fires: and](#)

- B) [Extending the suspension of the requirements for competitive bidding; and](#)
- C) [Authorizing the County Directors of General Services, Regional Parks, and Transportation & Public Works, and the General Managers of the Sonoma County Agricultural Preservation and Open Space District and the Sonoma County Water Agency, to execute contracts necessary to abate and stabilize dangerous conditions resulting from the Sonoma Complex Fires; and](#)
- D) [Making an exemption determination under the California Environmental Quality Act; and](#)
- E) [Ratifying any emergency contracts entered into by Director of General Services, Director of Regional Parks, Director of Transportation and Public Works, or the General Managers of the Sonoma County Agricultural Preservation and Open Space District and the Sonoma County Water Agency relating to these issues. \(4/5th Vote Required\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0433

GENERAL SERVICES

- 6. [Adopt a resolution under Government Code section 25502.7 delegating authority to Purchasing Agent, or General Services Director as delegated by Purchasing Agent, to engage independent contractors pursuant to local emergency declaration. Adopt a resolution:](#)
 - A) [Authorizing Purchasing Agent, or General Services Director as delegated by the Purchasing Agent to engage independent contractors to perform services related to the Sonoma Complex Fire for the County or County officers, with or without the furnishing of material, when the annual aggregate cost does not exceed \\$150,000.](#)
 - B) [Establishing rules and regulations to effectuate this emergency contracting, including informal bidding procedures.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0434

HUMAN RESOURCES

- 7. [Human Resources Department Reorganization: Approve Human Resources Department organizational change concepts and recommendations which will improve operations so the Department can better support the County's departments and special districts in their objectives to serve the community.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

HUMAN SERVICES

- 8. [Valley of the Moon Children's Center Trauma-Informed Care Sustainability Project: Authorize the Human Services Department Director to execute an agreement with the International Trauma Center for \\$123,000 to provide comprehensive training and coaching on Trauma-Informed Care concepts to build sustainable practices with the Valley of the Moon Children's Center staff during the period of November 13, 2017 through October 31, 2018.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

REGIONAL PARKS

- 9. [Regional Parks Day Use Fee Waiver to Honor Veterans: Approve waiver of day use fees throughout Sonoma County Regional Parks system for eligible military personnel and dependents for Veterans Day weekend, starting on Friday, November 10, 2017 through Monday, November 13, 2017.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

APPOINTMENTS/ REAPPOINTMENTS

10. [Appoint Richard Ogg to the Bodega Bay Public Utility District Office #2 Board of Directors for a four year term beginning on December 1, 2017 and ending December 1, 2021. \(Fifth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

11. [Appointment and Reappointments to the Sonoma County Workforce Investment Board:](#)
- A) [Approve the appointment of Ananda Sweet and David Wayte to the Sonoma County Workforce Investment Board for a one-year term beginning November 7, 2017 and ending November 7, 2018.](#)
- B) [Approve the re-appointment of Yale Abrams, Ed Barr, Judy Coffey, Kristina Holloway, Roy Hurd, Stephen Jackson, Bill Nordskog, Lynn Stauffer, Steve Stobel, and Pedro Toledo to the Sonoma County Workforce Investment Board for a two-year term beginning November 7, 2017 and ending November 7, 2019. \(Human Services\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATION ON A DIFFERENT DATE

12. [Adopt a resolution honoring November 11, 2017 as “Veterans Day” in Sonoma County. \(Human Services Department\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0435

13. [Adopt a resolution designating the month of November 2017 as Adoption Awareness Month in Sonoma County. \(Human Services Department\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0436

8:58 A.M. Public Comment Opened

Public Speakers:
None

8:58 A.M. Public Comment Closed

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

8:59 A.M. Supervisor Gore had telephone meetings with California State Association of Counties (CSAC) on fire related needs. Over the weekend, he attended Sonoma County (SoCo) Rises and plans on attending the Coffey Park get together scheduled for November 7, 2017. He will also be a panelist for the California Department of Food and Agriculture groundwater meeting set for November 8. He announced there will be a concert held at the Green Music Center on November 18, 2017.

9:09 A.M. Supervisor Rabbitt attended a Sonoma Marin Area Rail Transit (SMART) board meeting and a Highway 37 coalition meeting with Supervisor Gorin. He also attended a Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES) task force meeting as well as some local housing meetings.

9:12 A.M. Supervisor Hopkins attended a Northern Sonoma County Air Pollution Control meeting discussing management of biomass. She attended the FEMA and CalOES housing task force meetings. She also attended a Tribalize conference over the weekend as well as SoCo Rises.

9:17 A.M Supervisor Gorin hosted a debris cleanup meeting in Sonoma and attended a Bay Area Restoration Authority meeting.

9:23 A.M. Supervisor Zane requested a full audit and investigation of the Emergency Notification system.

IV. REGULAR CALENDAR

COUNTY ADMINISTRATOR

14. Fire Recovery Update: Receive Update on Fire Recovery Efforts and Consider Next Steps.

9:34 A.M.

Presenters:

Peter Rumble, Deputy County Administrator/Recovery Manager

Caroline Judy, Director, General Services

Ben Stone, Economic Development Board

10:58 A.M. Public Comment Opened

Public Speakers:

Dustin Davis

Kimberly Carr

Hans Herb

Kent Yonker

Dustin Abbott

Rocky Stitch

Thomas Ells

11:14 A.M. Public Comment Closed

Board action: Informational Only

GENERAL SERVICES/HEALTH SERVICES

15. Consolidation of Behavioral Health Services at The Lakes complex in southwest Santa Rosa to Improve Service Delivery and Increase Efficiencies (Consider leases for 2235 Challenger Way, 2255 Challenger Way, and 2227 Capricorn Way, Santa Rosa)

A) Authorize the Board Clerk to publish notices, declaring the Board's intention to execute leases with SRLakes Waterfall DE, LLC and Redbird SRLakes Waterfall DE, LLC, for the following leases, each with an initial term of 10 years, with one, 5-year option to extend the term: 1) 9,647 sq. ft. of office space, located at 2235 Challenger Way, Santa Rosa, for an initial rental rate of \$17,365 per month (\$208,375 per year)(\$1.80 per sq. ft.),

1) 9,647 sq. ft. of office space, located at 2235 Challenger Way, Santa Rosa, for an initial rental rate of \$17,365 per month (\$208,375 per year)(\$1.80 per sq. ft.),

2) 7,116 sq. ft. of office space, located at 2255 Challenger Way, Santa Rosa, for an initial rental rate of \$12,809 per month (\$153,706 per year)(\$1.80 per sq. ft.),

3) 21,721 sq. ft. of office space, located at 2227 Capricorn Way, Santa Rosa, for an initial rental rate of \$39,098 per month (\$469,174 per year)(\$1.80 per sq. ft.),

- B) [Adopt a resolution authorizing budgetary adjustments to the Fiscal Year 2017-2018 adopted budget to allocate General Fund Contingency of \\$1,006,338 and \\$400,000 from Department of Health Services Fund Balance to Capital Projects to fund one-time relocation of Behavioral Health facilities from the Chanate Campus. \(4/5 vote required\)](#)
- C) [Authorize the General Services Director to execute a letter-agreement whereby the Landlord will prepare architectural construction drawings and apply for building permits prior to the potential execution of the proposed leases and approval by the Board. \(4/5th Vote Required\)](#)

11:54 A.M.

Presenters:

Caroline Judy, General Services Director
Barbie Robinson, Health Services Director
Michael Kennedy, Health Services Division Director

12:22 P.M. Public Comment Opened

Public Speakers:

Colleen Fernald

12:24 P.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0437

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

- 16. [Emergency and Immediate Housing Needs Created by the Sonoma Complex Fire: Temporary Residential Use of Recreational Vehicles on Agricultural Lands and Lands Under Land Conservation Act Contracts:](#)
- A) [Adopt a Resolution Modifying the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones to Allow Additional Use and Rental of Recreational Vehicles and Residential Accessory Structures for Temporary Disaster Housing on Land Under Williamson Act Contracts:](#)
- B) [Adopt an Urgency Ordinance to Similarly Revise Chapter 40 of the Sonoma County Code to:](#)
 - 1) [Allow Residential Use of Recreational Vehicles on Agricultural Lands for Temporary Disaster Housing; and](#)
 - 2) [Make Minor Changes to Allow Temporary Residential Use of Recreational Vehicles by Displaced Renters As Well As Property Owners.](#)

(4/5th Vote Required)

12:25 P.M.

Presenters:

Tennis Wick, Director, Permit and Resource Management

12:34 P.M. Public Comment Opened

Public Speakers:

Steve Birdlebough
Thomas Ells

12:37 P.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0438
Approved by Ordinance 6213

17. [PUBLIC COMMENT ON CLOSED SESSION ITEMS](#)

1:02 P.M. Public Comment Opened

Public Speakers:
None

1:02 P.M. Public Comment Closed

V. [CLOSED SESSION CALENDAR](#)

18. [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.](#)

Item continued to next meeting.

19. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9\(d\)\(2\). 1 Case.](#)

The Board authorized a refund of property taxes, subject to final calculation and adjustment by the Auditor-Controller-Treasurer-Tax Collector's Office using applicable tax rates and the Assessor's enrolled corrected values, and subject to statutory interest from the dates of the claims.

UNANIMOUS VOTE

20. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Roberto Ardon vs. County of Sonoma Workers' Compensation Appeals Board Nos. ADJ8376697. \(Government Code Section 54956.9\(d\)\(1\).\)](#)

The Board approved the settlement of Roberto Ardon's workers' compensation claim for new and further disability by way of Stipulations with Request for Award for \$90,790, less payments made to date. Direction was also given to the Risk Manager to execute all documents necessary to effectuate the settlement.

UNANIMOUS VOTE

21. [The Board of Supervisors and the Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Potter Valley Hydroelectric Project, FERC Project No. 77. \(Government Code Section 54956.9\(d\)\(1\).\)](#)

Item continued to next meeting.

22. [The Board of Commissioners of the Community Development Commission will consider the following in the closed session: Conference with Real Property Negotiator - Govt. Code § 54956.8. Property: 2150 West College, Santa Rosa, CA: APN 010-320-029. For County: Margaret Van Vliet, Executive Director Sonoma County Community Development Commission. Under Negotiation: Terms and conditions of the proposed sale.](#)

No reportable action. Direction give to counsel and staff.

VI. [REGULAR AFTERNOON CALENDAR](#)

23. [RECONVENE FROM CLOSED SESSION](#)

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

24. [REPORT ON CLOSED SESSION](#)

1:41 P.M. County Counsel Bruce Goldstein reported on Items 18 through 22.

25. [PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS \(Any member of the public may address the Board on a matter not listed on the agenda as long as the subject matter is within the jurisdiction of the Board. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to matters within the Board's jurisdiction. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. When this item is scheduled, the Board generally will hear public comments for up to twenty minutes. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. Any additional non-agendized item speakers will be heard following consideration of the agendized matters. While members of the public are welcome to address the Board, under the Brown Act open meeting laws, Board members may not deliberate or take action on items not on the agenda.\)](#)

1:44 P.M. Public comment opened

Public Speakers:
Colleen Fernald
Debra Johnson
Roseanne Snyder
Richard Hannon

1:53 P.M. Public comment closed

26. [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
\(All materials related to these actions and determinations can be reviewed at:
<http://www.sonoma-county.org/prmd/b-c/index.htm>\)](#)

This item was taken out of order.

1:43 P.M. Board action:

The Board accepted the Acts and Determinations.

27. [ADJOURNMENT](#)

1:53 P.M. The Board adjourned the meeting in the memory of Larry Tencer.

The meeting was adjourned to November 7, 2017 at 4 P.M.

Respectfully submitted,

Kay Lowtrip,
Chief Deputy Clerk of the Board

NOTE: The next Board meeting will be a Special Joint Sonoma County and Santa Rosa City Meeting held on November 7, 2017 at 4 p.m. at the City of Santa Rosa Utilities Field Operations Building, 35 Stony Point Road, Santa Rosa, CA 95401.

The next Regular Board Meeting will be held on November 14, 2017 at 8:30 a.m.

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

Permit and Resource Management: December 5, 2017 2:20 P.M. - Appeal of the Board of Zoning Adjustments decision to deny a Use Permit for a telecommunications facility. UPE17-0006

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

TUESDAY

NOVEMBER 14, 2017

8:30 A.M.

Susan Gorin
David Rabbitt
Shirlee Zane
James Gore
Lynda Hopkins

First District
Second District
Third District
Fourth District
Fifth District

Sheryl Bratton
Bruce Goldstein

County Administrator
County Counsel

8:36 A.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, Lynda Hopkins

Supervisors Absent: James Gore

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

I. **[APPROVAL OF THE AGENDA \(Items may be added or withdrawn from the agenda consistent with State law\)](#)**

The Chairwoman pulled Item 6 from the agenda.

Board action: Approved as Recommended

AYES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

II. **[CONSENT CALENDAR](#)**

HUMAN RESOURCES

AND

SONOMA COUNTY WATER AGENCY

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

AND

COMMUNITY DEVELOPMENT COMMISSION

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

1. **[Authorization for Agreement with Belfor USA for Fire Recovery of County Owned and Leased Locations Damaged by the 2017 Fires: Authorize the Director of Human Resources to execute an agreement with Belfor Property Restoration for fire damage recovery and restoration services for County owned and leased locations covered by Property Insurance, for the term October 15, 2017 through June 30, 2018. The maximum agreement amount will be determined based upon scope of work as authorized by insurance adjusters and approved by the CSAC Excess Insurance Authority.](#)**

Board action: Approved as Recommended

AYES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

SONOMA COUNTY WATER AGENCY

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Zane, Mayor Hundley)

2. North Bay Water Reuse Authority:

- A) Authorize the Chair of the Sonoma County Water Agency and the Chair of the Sonoma Valley County Sanitation District to sign the North Bay Water Reuse Authority Fourth Amended Memorandum of Understanding, adding City of American Canyon as a member and adjusting governance and cost sharing provisions to incorporate changed membership.
- B) Authorize Water Agency's General Manager or designee to execute an amended agreement with Brown and Caldwell to provide engineering, environmental, and public outreach services for North Bay Water Reuse Authority increasing the amount by \$321,274, expanding the scope of work to include fiscal year 2017/2018, and extending the agreement term by ten months for a new not-to-exceed agreement total of \$3,319,653 and end date of October 30, 2018.
- C) Authorize expenditure of Sonoma Valley County Sanitation District funds for District's portion of costs for the above amended agreement with Brown and Caldwell.
- D) Adopt a resolution of the Sonoma County Water Agency authorizing adjustments to the adopted FY 2017/2018 budget in the amount of \$25,230.58. (4/5th vote required)
- E) Adopt a resolution of the Sonoma Valley County Sanitation District authorizing adjustments to the adopted FY 2017/18 budget in the amount of \$25,230.57. (2/3 vote required) (First and Second Districts)

Board action: Approved as Recommended

A YES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

Approved by Resolution 17-0439 and 17-0440

Sonoma Valley Sanitation District

A YES: Gorin, Zane

ABSENT: Mayor Hundley

SONOMA COUNTY WATER AGENCY

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

- 3. Addition of Engineer Position Supporting The Stream Maintenance Program: Adopt a resolution effective November 14, 2017 adding 1.0 FTE Water Agency Engineer IV to support the Field Operations Section with Stream Maintenance Program projects, and deleting 1.0 FTE Account Clerk II in the same division.

Board action: Approved as Recommended

A YES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

Approved by Resolution 17-0441

RUSSIAN RIVER COUNTY SANITATION DISTRICT

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

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 Headworks and Lift Stations Project and taking related actions. (The first application will be for a Condition Assessment in the amount of \$465,000.)

- B) [Adopt a Resolution approving the filing of grant applications to State Water Resources Control Board for the Force Main System Project and taking related actions. \(The first application will be for a Condition Assessment in the amount of \\$480,000.\)](#)

Board action: Approved as Recommended

AYES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

Approved by Resolution 17-0442 and 17-0443

BOARD OF SUPERVISORS

5. [Disbursement of Fiscal Year 17/18 First District Advertising Funds: Approve Advertising Program grant awards and Authorize the County Administrator to execute a \\$2,000 contract with the Sonoma Community Center for the Trashion Fashion Week and the 8th Annual Trashion Fashion Runway Show. \(First District\)](#)

Board action: Approved as Recommended

AYES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

COUNTY ADMINISTRATOR

6. [Board of Supervisors Rules of Procedure: Adopt the updated Rules of Procedure for the Board of Supervisors meetings.](#)

Item 6 was pulled from the agenda.

CLERK-RECORDER-ASSESSOR

7. [City Election Services Contracts: Authorize the Chair to execute agreements with the cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and the Town of Windsor to allow the Registrar of Voters' to provide election services for the period of January 1, 2018 through December 31, 2022.](#)

Board action: Approved as Recommended

AYES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

ECONOMIC DEVELOPMENT BOARD

8. [Consulting Services Amendment with Avalanche Consulting:](#)
- A) [Authorize the Economic Development Board Director to execute an amendment to an existing contract with Avalanche Consulting for an additional \\$75,000, for a total amount not to exceed \\$250,000.](#)
- B) [Adopt Resolution Adjusting the FY2017-18 Budget transferring \\$75,000 from available unassigned Advertising Fund balance to pay for the extended services with Avalanche Consulting to include economic damage from the October 2017 wildfire event. \(4/5th vote required\)](#)

Board action: Approved as Recommended

AYES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

Approved by Resolution 17-0444

GENERAL SERVICES

9. [Cloverdale Pool License Agreement:](#)
- A) [Authorize General Services Director to execute the Cloverdale Pool License Agreement with the City of Cloverdale for the operation of the Cloverdale Veterans Memorial Building swimming pool, for a term not to exceed five years](#)

beginning on July 1, 2018 and expiring on June 30, 2023. Under the terms of this agreement the County will receive consideration of two thousand six hundred seventy five dollars (\$2,675) for each year of the agreement.

- B) Find that the use of the pool by the City is necessary to meet the social needs of the County by providing options for healthy activities and that the County does not need the property for the term of the license agreement, pursuant to Government code section 26227. (Fourth District)

Board action: Approved as Recommended
AYES: Gorin, Rabbitt, Zane, Hopkins
ABSENT: Gore

PERMIT AND RESOURCE MANAGEMENT

10. Issue a roiling permit (Ordinance No. 3836R) to Prunuske Chatham Inc.; ROI17-0009 Adopt a resolution is suing a roiling permit (Ordinance No. 3836R) to Prunuske Chatham Inc. for installation of water diversion system in an unnamed stream to replace a failing culvert for the access driveway for 1200 to 1300 Furlong Road. (4/5th Vote Required)

Board action: Approved as Recommended
AYES: Gorin, Rabbitt, Zane, Hopkins
ABSENT: Gore
Approved by Resolution 17-0445

11. Williamson Act Contract Replacement: 2052, 2058, and 2476 Wright Ranch Road, Healdsburg; PLP15-0009. Adopt a resolution to rescind a portion of two existing type II Williamson Act Contracts on 142.31 acres (four parcels) and replace them with three new, non-prime Land Conservation Contracts on parcels (52.01 acres, 40.02 acres and 50.28 acres) resulting from a previously approved Lot Line Adjustment application LLA 14-0057. (Fourth District)

Board action: Approved as Recommended
AYES: Gorin, Rabbitt, Zane, Hopkins
ABSENT: Gore
Approved by Resolution 17-0446

TRANSPORTATION AND PUBLIC WORKS

12. Hart Lane and D Street at Fulton through Traffic closure: Adopt a Resolution for the permanent closure to through traffic of both Hart Lane and D Street at their intersection with Fulton Road in the Community of Fulton to establish a railroad crossing quiet zone. (Fourth District)

Board action: Approved as Recommended
AYES: Gorin, Rabbitt, Zane, Hopkins
ABSENT: Gore
Approved by Resolution 17-0447

13. Mark Thomas and Company Amendment for Rail Crossing Improvements at River Road and Hart Lane (C18003): Approve and authorize Chair to sign an amendment to the agreement with Mark Thomas and Company for \$98,713 increasing the contract to \$258,713 and extending the term of the agreement to June 30, 2018 for engineering services for grade crossing and design. (Fourth District)

Board action: Approved as Recommended
AYES: Gorin, Rabbitt, Zane, Hopkins
ABSENT: Gore

14. Transfer of Solid Waste Franchise Agreement and Transfer Stations/Materials Recovery Facility Operations Agreement: Approve two Assignment, Novation, and Consent Agreements consenting to the assignment of the following agreements to Recology Sonoma Marin (a subsidiary of Recology, Inc.) and Recology, Inc., respectively:
- A) Amended and Restated Solid Waste Franchise Agreement By and Between the County of Sonoma and Redwood Empire Disposal Sonoma County, Inc. dated October 19, 2010, as previously amended; and

- B) [Agreement for Operations of Sonoma County Transfer Stations and Materials Recovery Facility Between The Ratto Group of Companies, Inc. and Republic Services of Sonoma County, Inc. dated March 21, 2013.](#)

Board action: Approved as Recommended
AYES: Gorin, Rabbitt, Zane, Hopkins
ABSENT: Gore

APPOINTMENTS/ REAPPOINTMENTS

15. [California State Association of Counties Board of Directors Assignment: Nominate Supervisor James Gore as the Board's primary appointment to the California State Association of Counties Board of Directors and Supervisor Susan Gorin as the alternate.](#)

Board action: Approved as Recommended
AYES: Gorin, Rabbitt, Zane, Hopkins
ABSENT: Gore

16. [Reappointments to the Sonoma Mountain County Water District: Reappoint Nancee Fox, Thomas Gillett & Tom Cronin to the Sonoma Mountain County Water District:](#)

- A) [Nancee Fox, term effective 12/01/17 and expiring on 12/01/21;](#)
B) [Thomas Gillett, term effective 12/01/17 and expiring on 12/01/21;](#)
C) [Tom Cronin, term effective 12/01/17 and expiring on 12/01/19.](#)

Board action: Approved as Recommended
AYES: Gorin, Rabbitt, Zane, Hopkins
ABSENT: Gore

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

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

17. [Adopt a Gold Resolution for Mike Senneff as the recipient of the 2017 Michael O'Donnell Civility Award. \(Third District\)](#)

Board action: Approved as Recommended
AYES: Gorin, Rabbitt, Zane, Hopkins
ABSENT: Gore
Approved by Resolution 17-0448

18. [Adopt a resolution honoring November as Conservatorship Appreciation Month in Sonoma County. \(Human Services\)](#)

Board action: Approved as Recommended
AYES: Gorin, Rabbitt, Zane, Hopkins
ABSENT: Gore
Approved by Resolution 17-0449

19. [Adopt a resolution urging the United States Congress to enact a revenue-neutral carbon fee and dividend. \(Fifth District\)](#)

Board action: Approved as Recommended
AYES: Gorin, Rabbitt, Zane, Hopkins
ABSENT: Gore
Approved by Resolution 17-0450

PRESENTATIONS AT A DIFFERENT DATE

20. [Adopt a Resolution Honoring Teen Services Sonoma as a recipient of North Bay Leadership Council's 2017 Leaders of the North Bay Award for "Empowering the Latino Community." \(First District\)](#)

Board action: Approved as Recommended

A YES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

Approved by Resolution 17-0451

8:40 A.M. Public Comment Opened

Public Speakers:

None

8:40 A.M. Public Comment Closed

III. [BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETING](#)

8:41 A.M. Supervisor Gorin reported on information for the fire debris removal and clean up and will also attend a Town Hall on Thursday on this topic. She also attended a gathering at the Kenwood Plaza Park.

8:47 A.M. Supervisor Rabbitt attended a Seismic Safety Committee meeting, a dredging workshop, housing and clean up meetings. He also attended an Association of Bay Area Governments (ABAG) meeting.

8:52 A.M. Supervisor Hopkins attended a disaster relief workshop for small businesses in Roseland, she also spoke about long term hunger relief. She attended the Laguna Foundation Leadership Fellows panel about the fire recovery, a Russian River Confluence meeting and a California Coastal Commission meeting.

8:59 A.M. Supervisor Zane attended a Joint City Council meeting and spoke about the need to donate to non profit organizations. She also attended the Sonoma Strong Community event.

IV. [REGULAR CALENDAR](#)

9:14 A.M. Supervisor Gore arrived

COUNTY ADMINISTRATOR

21. [Fire Recovery Update: Receive Update on Fire Recovery Efforts and Consider Next Steps. \(Informational Only\)](#)

9:09 A.M.

Presenters:

Peter Rumble, Deputy County Administrator and Recovery Manager

11:01 A.M. Public Comment Opened

Public Speakers:

Carole Cooper

11:04 A.M. Public Comment Closed

Board action: Informational Only

Chairwoman Zane appointed Supervisor Gore and herself to a joint City County recovery committee.

BOARD OF SUPERVISORS

22. [Fee Waiver: Approve a fee waiver for West County Community Services for the Free Dinners Program held at the Guerneville Veteran's Hall four times monthly, in the amount of \\$1,789 for FY 17-18. \(Fifth District\)](#)

11:09 A.M.

Presenters:

Supervisor Hopkins, District 5

11:09 A.M. Public Comment Opened

Public Speakers:

None

11:09 A.M. Public Comment Closed

Board Action: Approved as Recommended

23. [PUBLIC COMMENT ON CLOSED SESSION ITEMS](#)

11:10 A.M. Public Comment Opened

Public Speakers:

None

11:10 A.M. Public Comment Closed

- V. [CLOSED SESSION CALENDAR](#)

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

No reportable action. Direction was given to labor negotiators and counsel.

25. [The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – Agricultural Preservation and Open Space District General Manager \(Government Code Section 54957\(b\)\(1\)\).](#)

No reportable action. Direction was given to staff.

26. [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.](#)

No reportable action. Direction to counsel and staff.

27. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9\(d\)\(2\). 1 Case.](#)

No reportable action. Direction was given to counsel and staff.

28. [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.](#)

No reportable action. Direction was given to counsel and staff.

29. [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.](#)

The Board of Supervisors authorized the initiation of litigation against the CSAC Excess Insurance Authority with respect to a coverage claim related to the litigation of Sonoma County Association of Retired Employees (SCARE) v. Sonoma County.
UNANIMOUS VOTE

30. [The Board of Supervisors and the Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Potter Valley Hydroelectric Project, FERC Project No. 77. \(Government Code Section 54956.9\(d\)\(1\).\)](#)

No reportable action. Direction was given to counsel and staff.

VI. [REGULAR AFTERNOON CALENDAR](#)

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

31. [RECONVENE FROM CLOSED SESSION](#)

32. [REPORT ON CLOSED SESSION](#)

1:38 P.M. Chairwoman Zane deferred Closed Session until after item 34.

4:33 P.M. County Counsel Bruce Goldstein reported on Closed Session items 24 through 30.

VII. [1:38 P.M. - PRESENTATIONS/GOLD RESOLUTIONS](#)

33. [PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS. \(Any member of the public may address the Board on a matter not listed on the agenda as long as the subject matter is within the jurisdiction of the Board. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to matters within the Board's jurisdiction. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. When this item is scheduled, the Board generally will hear public comments for up to twenty minutes. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. Any additional non-agendized items speakers will be heard following consideration of the agendized matters. While members of the public are welcome to address the Board, under the Brown Act open meeting laws, Board members may not deliberate or take action on items not on the agenda.\)](#)

2:10 P.M. Public Comment Opened

Public Speakers:
Michelle Miller
Mary Morrison
Colleen Fernald
Debra Johnson
Roseanne Snyder
Richard Hannon
John Jenkel
Scott Wagner

2:20 P.M. Public Comment Closed

34. [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](http://www.sonoma-county.org/prmd/b-c/index.htm)

2:20 P.M.

Board Action: There were no Acts and Determinations.

35. [ADJOURNMENT](#)

4:37 P.M. The Board adjourned the meeting in the memory of Greg Mlynarczyk, John Bramfitt, Carole Peccorini, Marilyn Doris Wick, Veronica Elizabeth McCombs, Michael John Dombach, Leroy Peter Halbur, Donna Mae Halbur, Carmen Caldentey Berriz, Valerie Lynn Evans, Suiko Grant, Arthur Tasman Grant, Lynn Anderson Powell, Carol Collins-Swasey, Sharon Rae Robinson, Daniel Martin Southard, Lee Chadwick Roger, Carmen Colleen McReynolds, Monte Neil Kirven, Marilyn Carol Ress, Linda May Tunis, Christina Rose Hanson, Marjorie Lenore Schwartz, Tak Fu Hung and Michael Charles Grabow.

The meeting was adjourned to November 21, 2017 at 8:30 A.M.

Respectfully submitted,

Kay Lowtrip,
Chief Deputy Clerk of the Board

NOTE: The next Regular Board Meeting will be held on December 5, 2017 at 8:30 a.m.

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

November 14, 2017 7

Action Summary

**SPECIAL MEETING OF THE
COUNTY OF SONOMA
BOARD OF SUPERVISORS
TUESDAY, NOVEMBER 21, 2017**

**BOARD CHAMBERS
575 ADMINISTRATION DRIVE, ROOM 102A
SANTA ROSA, CA 95403**

TUESDAY

NOVEMBER 21, 2017

8:30 A.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		

SPECIAL MEETING AGENDA ADDENDUM

Supervisor Gorin will be participating in the meeting via teleconference per Gov't. Code Section 54953(b) at this location: 306 Wayne Street, Fort Collins, CO 80521

THE FOLLOWING ITEMS WILL BE ADDED TO THE CALENDAR:

IIIA. BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETING

8:32 A.M. CALL TO ORDER

Supervisors Present: Susan Gorin (via teleconference), David Rabbitt, James Gore, Lynda Hopkins

Mayors Present: Rachel Hundley, City of Sonoma

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

PLEDGE OF ALLEGIANCE

- I. **APPROVAL OF THE AGENDA (Items may be added or withdrawn from the agenda consistent with State law)**
- II. **CONSENT CALENDAR**

GENERAL SERVICES / REGIONAL PARKS / TRANSPORTATION AND PUBLIC WORKS
AND

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT / SONOMA COUNTY WATER AGENCY / RUSSIAN RIVER COUNTY SANITATION DISTRICT / OCCIDENTAL COUNTY SANITATION DISTRICT / SOUTH PARK COUNTY SANITATION DISTRICT

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Zane, Mayor Hundley)

1. [Concurrent Resolution Making Findings of a Continuing Need to Perform Emergency Work to Abate and Stabilize Dangerous Conditions Resulting From the Sonoma Complex Fires: Adopt a Resolution Doing the Following:](#)
 - A) [Making finds that there is an emergency need to abate and stabilize dangerous conditions in and adjacent to County, Agency, and District owned property resulting from the Complex Fire; and](#)
 - B) [Extending the Suspension of Competitive Bidding Requirements for Removing and/or Remediating Dangerous Vegetation on County, Agency, or District Property Due to the Sonoma Complex Fires; and](#)
 - C) [Authorizing the Director of General Services, the Director of Regional Parks, the Director of Transportation and Public Work, the General Manager of the Open Space District, and the General Manager of the Water Agency to execute contracts necessary to abate and stabilize dangerous conditions resulting from the Complex Fire; and](#)
 - D) [Making an exemption determination under the California Environmental Quality Act; and](#)
 - E) [Ratifying any emergency contracts entered into by Director of General Services, the Director of Regional Parks, the Director of Transportation and Public Work, the General Manager of the Open Space District, and the General Manager of the Water Agency relating to these issues. \(4/5th Vote Required\)\(2/3rd Vote Required SVSD\)](#)

Approved as recommended
 A YES: Gorin, Rabbitt, Gore, Hopkins
 ABSENT: Zane

Sonoma Valley County Sanitation District
 A YES: Gorin, Mayor Hundley
 ABSENT: Zane
 Approved by Resolution 17-0452

COUNTY ADMINISTRATOR/HEALTH SERVICES

2. [Extension of Joint Proclamation of Local Health Emergency Issued by County Health Officer and County Environmental Health & Safety Officer: Adopt a Resolution Extending the Joint Proclamation of Local Health Emergency Issued by the County Health Officer and the County Environmental Health & Safety Officer to Ensure the Safe Removal of Debris Caused by the Complex Fire.](#)

Approved as recommended
 A YES: Gorin, Rabbitt, Gore, Hopkins
 ABSENT: Zane
 Approved by Resolution 17-0453

APPOINTMENTS/ REAPPOINTMENTS

3. [Reappoint Rebecca Moore to the Rains Creek Water District to serve a two year term beginning December 1, 2017 and ending November 30, 2019. \(Fourth District\)](#)

Approved as recommended
 A YES: Gorin, Rabbitt, Gore, Hopkins
 ABSENT: Zane

4. [Reappoint Robert Cook and Randal Luginbill to the Rains Creek Water District to serve a four year term beginning December 1, 2017 and ending November 30, 2021.](#)

8:33 A.M. Public comment opened

Public Speakers:
Duane Dewitt
Thomas Ells

8:50 A.M. Public comment closed

Approved as recommended
AYES: Gorin, Rabbitt, Gore, Hopkins
ABSENT: Zane

III. REGULAR CALENDAR

COUNTY COUNSEL/HEALTH SERVICES

5. [Amendment To The Sonoma Complex Fire Cleanup Emergency Ordinance Making Findings And Adding Enforcement Provisions: Adopt Amendments To The Urgency Ordinance Addressing Enforcement. \(4/5th Vote Required\)](#)

8:54 A.M.

Presenters:
Christine Sosko, Environmental Health and Safety Director, Health Services Department
Debbie Latham, Deputy County Counsel, County Counsel

9:16 A.M. Public comment opened

Public Speakers:
Colleen Fernald

9:19 A.M. Public comment closed

Approved as recommended
AYES: Gorin, Rabbitt, Gore, Hopkins
ABSENT: Zane
Approved by Ordinance 6211(A)

IIIA. BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETING

9:22 A.M. - Supervisor Hopkins and Supervisor Gorin held an ad hoc cannabis meeting last week. Growers whose properties were devastated by the wildfires were concerned that they were still going to be charged the full extent of taxes. Supervisor Hopkins also attended the Young Writer's Contest Award Ceremony in Guerneville where she handed out certificates to children who submitted an essay about what they liked about living in the lower Russian River. She has been working on watershed concerns. On Friday, she took a tour of the watershed with some Regional Board staff, Water Agency staff and some local nonprofits. Supervisor Hopkins attended a meeting with Supervisor Gore that was hosted by Bob Anderson where they met with a consultant who does analysis, assessment, monitoring and best management practice recommendations for watershed concerns. She also attended a Santa Rosa Plains Groundwater Sustainability Agency meeting. They voted to approve the recommended contractor that Petaluma and Sonoma Valley already approved.

9:27 A.M. - Supervisor Rabbitt attended a Sonoma-Marin Area Rail Transit (SMART) Board meeting last week. SMART passed two items to assist fire victims and help promote local businesses. He attended meetings with the Golden Gate Bridge District. There were also a series of meetings of the Association of Bay Area Government (ABAG). Supervisor Rabbitt is now the President of ABAG. The County Administrator and Supervisor Rabbitt attended an appreciation breakfast at Kaiser hospital for staff. He also attended a meeting on Saturday that was hosted by Representative Thompson. The meeting was also attended by Congressman Ken

Calvert, Chair of the House Interior Appropriations Committee. The meeting was to discuss the need of Sonoma County receiving cost sharing funds on the federal level resulting from fire expenses.

9:31 A.M. - Supervisor Gore worked through the California State Association of Counties as well as the National Association of Counties legislatively on a supplemental budget request for an emergency watershed protection program.

6. [PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS. \(Any member of the public may address the Board on a matter not listed on the agenda as long as the subject matter is within the jurisdiction of the Board. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to matters within the Board's jurisdiction. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. When this item is scheduled, the Board generally will hear public comments for up to twenty minutes. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. Any additional non-agendized items speakers will be heard following consideration of the agendized matters. While members of the public are welcome to address the Board, under the Brown Act open meeting laws, Board members may not deliberate or take action on items not on the agenda.\)](#)

9:37 A.M. Public comment opened

Public Speakers:
Frank Saiz
Kimberly Carr
Colleen Fernald
Thomas Ells

9:50 A.M. Public comment closed

IV. [ADJOURNMENT](#)

9:51 A.M. The Board adjourned the meeting in the memory of Ira Hall Rosenberg, John Achelle Mache and Mark B. Ihde.

The meeting was adjourned to December 5, 2017 at 8:30 A.M.

Respectfully submitted,

Kay Lowtrip,
Chief Deputy Clerk of the Board

NOTE: The next regular meeting will be held on December 5, 2017 at 8:30 a.m.
November 21, 2017

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

TUESDAY

DECEMBER 12, 2017

8:30 A.M.

Susan Gorin
David Rabbitt
Shirlee Zane
James Gore
Lynda Hopkins

First District
Second District
Third District
Fourth District
Fifth District

Sheryl Bratton
Bruce Goldstein

County Administrator
County Counsel

8:34 A.M. CALL TO ORDER

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

PLEDGE OF ALLEGIANCE

- I. **APPROVAL OF THE AGENDA**
(Items may be added or withdrawn from the agenda consistent with State law)

There were two corrections to the agenda:

Item 39 recommended Action B should read: Receive an Update on Creating the Office of Recovery and Resiliency and Directing Staff to Pursue Staffing and Financial Options to Support the Office.

Item 44 recommended Action E should read: Provide Streamlined Processing of Design Review and Waiver of Well Testing for the Reconstruction and Repair of Fire-Damaged Dwellings.

- II. **CONSENT CALENDAR**

HUMAN RESOURCES

AND

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT/ SONOMA COUNTY WATER AGENCY

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

AND

COMMUNITY DEVELOPMENT COMMISSION

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

1. **Public Service Retirement Credit: Adopt a concurrent resolution that corrects administrative inconsistencies of previously negotiated benefits and adopted Memorandums of Understanding whereby employees of the Sonoma County Water Agency, Sonoma County Community Development Commission, Sonoma County Agricultural Preservation and Open Space District, Sonoma County Fair and Exposition, Inc., and Northern Sonoma County Air Pollution Control District have been and are intended to be allowed to purchase prior public service retirement credits.**

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0479

REGIONAL PARKS

AND

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

2. **Initial Public Access Funding and Matching Grant Agreement Extensions:**

- A) [Adopt a resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District authorizing the District's General Manager, through 2019, to execute amendments to Transfer Agreements, Funding Agreements, Recreation Covenants, and Matching Grant Agreements that extend the deadline for expending Initial Public Access and Operation and Maintenance funds and Matching Grant Program funds, the deadline for providing public access, and/or the deadline for implementing approved projects because of extraordinary circumstances created by the North Bay fires.](#)
- B) [Adopt a resolution of the Board of Supervisors of the County of Sonoma authorizing the Regional Parks' Director, through 2019, to sign amendments to Transfer Agreements Funding Agreements, and Matching Grant Agreements with the District that extend the deadline for expending Initial Public Access and Operation and Maintenance funds and Matching Grant Program funds, the deadline for providing public access, and/or the deadline for implementing approved projects because of extraordinary circumstances created by the North Bay fires.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0480 and 17-0481

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT
AND

SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

- 3. [Prop 1 Funding of Sustainable Groundwater Data Management System](#)
- A) [Authorize Water Agency's General Manager or designee and Permit Sonoma's Director or designee to execute an agreement for the Water Agency to provide administration of Proposition 1 Grant funds for development of sustainable groundwater data management systems through July 31, 2018 in the amount of \\$250,000.](#)
- B) [Adopt a resolution authorizing adjustments to the Water Agency's Fiscal Year 2017-2018 adopted budget for the General Fund in the amount of \\$250,000 for the Proposition 1 Sonoma County Sustainable Groundwater Management Database Management System. \(4/5th Vote Required\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0482

SONOMA COUNTY WATER AGENCY/OCCIDENTAL COUNTY SANITATION DISTRICT
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

- 4. [Occidental Wastewater Transportation: Adopt a resolution making certain findings including a determination that the construction, operation, and maintenance of the Occidental County Sanitation District to Airport-Larkfield-Wikiup Sanitation Zone Wastewater Transport Project will not have a significant adverse effect on the environment, approving the Initial Study and Negative Declaration of Environmental Impact, approving the Project, and authorizing the filing of a Notice of Determination in accordance with the California Environmental Quality Act. \(Fourth and Fifth Districts\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0483

SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

- 5. [Sonoma Mountain Temporary Weather Radar Site: Authorize the Sonoma County Water Agency's General Manager to execute a License Agreement with the County of Sonoma Department of General Services for the temporary installation of weather radar equipment at the County's Sonoma Mountain Antenna site in substantially the form provided to the Board following approval from County Counsel. \(First District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

6. [Exigent Period Disaster Recovery Management Services Agreement: Authorize the Auditor-Controller-Treasurer-Tax Collector to execute an exigent period agreement with Ernst & Young LLP for County-wide comprehensive disaster recovery management services related to the 2017 Sonoma Complex Fires for the period of December 12, 2017, through February 12, 2018, in an amount not to exceed \\$100,000, with the option to extend for two 30-day periods.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

BOARD OF SUPERVISORS

7. [Board of Supervisors Calendar of Meetings for 2018: Approve the County of Sonoma Board of Supervisors calendar of meetings for the year 2018.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

8. [Disbursement of Fiscal Year 17/18 Fifth District Community Investment Program \(formerly Advertising Program\) Funds: Approve Community Investment Program \(formerly Advertising Program\) grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 17/18: Lifeschool, \\$500; Occidental Center for the Arts, \\$2,000 and Sonoma County Rises on behalf of Ceres Community Project, \\$2,000. \(Fifth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

9. [Disbursement of Fiscal Year 17/18 Fourth District Community Investment Program \(formerly Advertising Program\) Funds: Approve Community Investment Program \(formerly Advertising Program\) grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 17/18: : Ceres Community Project for Sonoma County Rises, \\$2,500; Cloverdale Historical Society, \\$1,000; Cloverdale Ram Sale, Inc., \\$500; Kiwanis Club of Cloverdale Foundation, \\$750, Town of Windsor, \\$1,000. \(Fourth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

COUNTY ADMINISTRATOR/FIRE AND EMERGENCY SERVICES

10. [Fire Service Project – Agreement to Pay Dispatch Services: Authorize the County Administrator to sign an agreement with the Redwood Empire Dispatch Communications Authority to pay dispatch fees on behalf of special districts that provide fire and emergency medical response services in the amount of \\$856,431.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

ECONOMIC DEVELOPMENT BOARD

11. [Sonoma County Economic Development Board Foundation Annual Report for FY16-17: Receive the Sonoma County Economic Development Board Foundation's Annual Report for Fiscal Year ending June 30, 2017.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

FIRE AND EMERGENCY SERVICES

12. [Memorandum of Understanding with the City and County of San Francisco for the distribution of Urban Area Security Initiative grant funds:](#)
 - A) [Authorize the Director of Fire and Emergency Services to execute the Urban Areas Security Initiative Memorandum of Understanding with the City and County of San Francisco for the receipt of Urban Areas Security Initiative regional grant funds in the amount of \\$156,225 for continued funding of the North Bay Hub Risk/Capability Planner and Program Manager position, and \\$100,000 to fund an aerial camera and multi-band communication system for the Sheriff's Helicopter Program-Replacement.](#)
 - B) [Authorize the Director of Fire and Emergency Services to execute any future subsequent modifications to this Memorandum of Understanding with the City and County of San Francisco to accept Urban Area Security Initiative grant funds in an amount not-to-exceed \\$60,000.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

HEALTH SERVICES

13. [Sonoma Complex Fires Disaster Response and Recovery Services Agreement: Authorize the Director of Health Services to execute the first amendment to an agreement with California Association of Environmental Health Administrators to provide disaster response and recovery services in support of the Sonoma Complex Fires, increasing the amount by \\$350,000, resulting in a new total not-to-exceed amount of \\$500,000 through June 30, 2018.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

14. [Animal Services – Humane Society Grant for Disaster Assistance:](#)
 - A) [Authorize the Director of Health Services to execute a grant agreement with The Humane Society of the United States to accept \\$10,000 in revenue to cover costs associated with the rescue and care of animals displaced by wildfires in the County in October 2017.](#)
 - B) [Adopt a resolution adjusting the fiscal year 2017-2018 adopted budget by increasing revenue and expenditures in the Department of Health Services by \\$10,000 to accept grant funding from The Humane Society of the United States and to allow associated expenditures. \(4/5th Vote Required\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0484

15. [Sober Sonoma Program Revenue Agreement:](#)
 - A) [Authorize the Director of Health Services to execute an agreement with Partnership Health Plan of California to accept revenue of \\$177,081 to support the County's Sober Sonoma Program for the period of December 1, 2017 through April 30, 2019.](#)
 - B) [Adopt a resolution adjusting the fiscal year 2017-2018 final budget by increasing revenues and expenditures in the Department of Health Services by \\$159,373 to reflect receipt of Sober Sonoma Program grant revenue and associated expenditures. \(4/5th Vote Required\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0485

16. [Specialty Adult Treatment Drug Courts Expansion Grant:](#)

- A) [Authorize an increase to the Director of Health Service's delegated authority to execute agreements for mental health and substance use disorder services, initially approved by the Board on June 20, 2017, of \\$119,756 for fiscal year 2017-2018 to support the Specialty Adult Treatment Drug Courts Program.](#)
- B) [Adopt a resolution adjusting the fiscal year 2017-2018 final budget by increasing revenues and expenditures in the Department of Health Services by \\$119,756 to reflect receipt of Substance Abuse and Mental Health Services Administration Adult Treatment Drug Courts Expansion Grant revenue and associated expenditures. \(4/5th Vote Required\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0486

HUMAN RESOURCES

- 17. [Amendments to Occupational Safety and Health Consulting Agreements:](#)
 - A) [Authorize the Director of Human Resources to execute amendments to agreements with Bickmore and Associates Inc., The Cohen Group, SCS Engineers, Briotix \(formerly Ergo Concepts\), Kathy Burwell, California Industrial Hygiene Services, Ergocation, and Harris and Lee Environmental Services, extending the term of each agreement an additional twelve months from January 1, 2108 through December 31, 2018; increasing the contract maximums from \\$155,000 to \\$200,000 for Ergocation, and from \\$245,000 to \\$320,000 for California Industrial Hygiene Services; and extending the term of the agreement with BSI EHS Services \(formerly EORM\), for an additional six months from January 1, 2018 through June 30, 2018.](#)
 - B) [Authorize the Director of Human Resources to execute a separate agreement with BSI EHS Services, to provide specific fire disaster environmental assessment services on all County owned and leased locations, for the term November 1, 2017 through September 30, 2018 with the maximum agreement amount determined based upon the scope of work as authorized by insurance adjusters, and as approved by the CSAC Excess Insurance Authority.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

- 18. [Amendments to Organizational Development Consultant Agreements: Authorize the Director of Human Resources to execute amendments to agreements with Delia and Associates, The HR Matrix LLC, Leap Solutions Group LLC, and The Personnel Perspective, extending the term of each agreement an additional six months, from January 1, 2018 through June 30, 2018, and increasing the contract maximum from \\$100,000 to \\$150,000 for The HR Matrix LLC.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

HUMAN SERVICES/IN-HOME SUPPORT SERVICES – PUBLIC AUTHORITY

- 19. [FY2017-2018 IHSS Public Authority Manager Salary Adjustment: Adopt a Resolution to appropriate funds for the In Home Support Services \(IHSS\) Public Authority Manager Salary Adjustment. \(4/5th Vote Required\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0487

HUMAN SERVICES

- 20. [Child Care Planning Council of Sonoma County Membership:](#)
 - A) [Approve the appointment to the Child Care Planning Council of Sonoma County for a two-year term beginning December 12, 2017, ending December 31, 2019 for the following members: Emma Kerns and Nanette Schonleber.](#)

- B) [Approve the re-appointment to the Child Care Planning Council of Sonoma County for a two-year term beginning January 1, 2018, ending December 31, 2019 for the following members: Rebecca Hachmyer, Megan Hede, Alicia Morales, Cathy Vaughn, Alice Hampton, Carrie Anabo, Heather Sweet-Krikac, Sonya Valiente, and Margie Vondrak.](#)
- C) [Authorize the Director of Human Services to sign the required Certification Statement Regarding Composition of Local Planning Council Membership.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

- 21. [FY2017-2018 Q1 Human Services Department Budget Adjustments: Adopt Resolutions adjusting the Human Services Department FY 2017-18 budget and position allocations:](#)
 - A) [Add appropriations for the First 5 Sonoma County Program in the amount of \\$64,396 for expanded training and technical assistance.](#)
 - B) [Add appropriations for the Road to Early Achievement and the Development of Youth \(READY\) Program in the amount of \\$225,000, financed by First 5 Sonoma County.](#)
 - C) [Add appropriations for Valley of the Moon Children's Home in the amount of \\$123,000 to expend grant funds, received from the Valley of the Moon Foundation, on a contract to provide trauma-informed care training to staff.](#)
 - D) [Delete 1.0 FTE Account Clerk II and replace with 1.0 FTE Senior Account Clerk for an incremental increase of \\$5,207, offset by Salary Savings.](#)
 - E) [Increase an existing Social Services IV position from 0.75 FTE by 0.25 to 1.0 FTE for an incremental \\$30,782, offset by reduced legal services expenditures.](#)
 - F) [Convert 1.0 FTE Program Development Manager Time-Limited \(terminating March 30, 2018\) to 1.0 FTE Program Development Manager Permanent, which will not require a budget adjustment in FY 17-18. \(4/5th Vote Required\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0488 and 17-0489

INFORMATION SYSTEMS

- 22. [Administrative Policy 9-2: Information Technology Use and Security Policy: Adopt the revised and retitled Administrative Policy 9-2: Information Technology Use and Security Policy Manual. Administrative Policy 9-2 establishes rules, guidelines, and procedures for information security oversight and technology use for all county employees to ensure authorized and secure access to information systems.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

PROBATION

- 23. [Juvenile Sex Offender Treatment Service Agreement Amendment: Authorize the Chief Probation Officer to amend the Professional Services Agreement with Blue Rock Institute dba the San Francisco Forensic Institute for the provision of treatment services for sexually abusive youth to provide for a rate increase for the contract term of June 14, 2016, through June 30, 2019, with a new maximum amount of \\$395,000, and to execute up to two one-year contract renewal options up to of \\$175,000 per year for a total contract maximum value of \\$745,000.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

24. Keeping Kids in School Professional Services Agreement Amendment and Budget Adjustment: The recommended action is for the Board to approve and authorize the Chief Probation Officer to extend the Agreement with Seneca Family of Agencies, extend the MOUs with school districts, and approve necessary budget adjustments to provide case management services to students with truant behaviors and their families through June 30, 2018 and protect the integrity and continuity of services through the end of the school year:
 - A) Authorize the Chief Probation Officer, on behalf of the County, to extend the term of Agreement with Seneca Family of Agencies to June 30, 2018 and increase the limit by \$340,000 for the Keeping Kids in School (KKIS) program.
 - B) Authorize the Chief Probation Officer, on behalf of the County, to extend the MOUs with the following school districts to receive Keeping Kids In School Project case-management services for students with truant behaviors and their families through June 30, 2018:
 - 1) Cotati-Rohnert Park Unified School District
 - 2) Forestville Union School District
 - 3) Guerneville Elementary School District
 - 4) Petaluma City Schools
 - 5) Santa Rosa City Schools
 - 6) Sebastopol Union School District
 - 7) Sonoma County Office of Education
 - 8) Sonoma Valley Unified School District
 - 9) West Sonoma County Union High School District
 - C) Adopt a resolution adjusting the FY 17-18 budget, increasing appropriations and reimbursement in the Probation Department Juvenile Grant budget by \$347,456. (4/5th Vote Required)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0490

REGIONAL PARKS

25. Lower Russian River Trail Feasibility Study Northern Sonoma County Air Pollution Control District grant: Adopt a resolution authorizing the Director of Regional Parks to apply for the Northern Sonoma County Air Pollution Control District's Vehicle Pollution Mitigation Program in the amount of \$120,000 for the Lower Russian River Trail Feasibility Study and authorizing the Director of Regional Parks to execute all documents which may be necessary to carry out and administer the grant. (Fifth District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0501

26. Reassignment of Mason's Marina Fish Buying Revocable License Agreement: Authorize the Parks Director to reassign the existing Revocable License Agreement with North Coast Fisheries for use of the fish buying dock at Mason's Marina to Pacific Choice Seafood Company. (Fifth District)

Board action: Approved as Recommended
UNANIMOUS VOTE

SHERIFF'S OFFICE

27. Agreement for Forensic Toxicology Services: Authorize the Sheriff-Coroner to execute the Agreement with NMS Labs for Forensic Toxicology Services for the term of January 1, 2018 to December 31, 2020 for an amount not to exceed \$225,000, to extend the Agreement for an additional two-year term to ensure continued toxicology testing services to the County.

Board action: Approved as Recommended
UNANIMOUS VOTE

TRANSPORTATION AND PUBLIC WORKS

28. Award of contract for the Charles M. Schulz– Sonoma County Airport’s Hessel Creek Enhancement and Restoration Project for mitigation associated with the Runway Safety Project:
- A) Approve plans and specifications for the Airport’s Hessel Creek Enhancement and Restoration Project.
- B) Authorize the Chair to award and execute a construction contract to the lowest responsible bidder, Habitat Restoration and Enhancement Services, Incorporated, in the amount of \$389,500.00, for the purpose of implementing in-stream enhancement work at Hessel Creek in order to reduce bank erosion, re-establish streamside vegetation, and reduce sediment mobilization and transport into the Laguna de Santa Rosa.

Board action: Approved as Recommended
UNANIMOUS VOTE

29. Moffatt & Nichol First Amendment for consulting engineer design of the River Road Bridge over Gill Creek Replacement Project (C11002): Approve and authorize the Chair to sign a first amendment to the agreement with Moffatt & Nichol for consulting engineer design services for the River Road Bridge over Gill Creek Replacement Project (C11002) to extend the agreement term from December 31, 2017 to December 31, 2021, at no additional cost. (Fourth District)

Board action: Approved as Recommended
UNANIMOUS VOTE

30. Subsidized Transit Fare Program for Veterans and College Students – Program update and recommendation for 2018:
- A) Provide funding to continue the College Student Subsidized Fare program January 1 - December 31, 2018 in an amount up to \$110,247 and Authorize the Chair to execute a Memorandum of Understanding with Santa Rosa Junior College and Sonoma State University in the amounts of \$111,308 and \$23,438, respectively to support the 2018 program.
- B) Approve the use of Contingency funds in the amount of \$55,124 to fund the College Student Subsidized Fare Program and \$17,897 to fund the permanent Veterans Subsidized Fare Program from January-June, 2018.

Board action: Approved as Recommended
UNANIMOUS VOTE

31. Out-of-state travel requests – Airport Manager: Approve out-of-state travel requests for the Airport Manager.

Board action: Approved as Recommended
UNANIMOUS VOTE

APPOINTMENTS/ REAPPOINTMENTS

32. Approve the appointment adjustment of Sonoma County Tourism Board members Gary Saperstein and Jonny Westom, to a term end date of June 30, 2018. (First District)

Board action: Approved as Recommended
UNANIMOUS VOTE

33. [Maternal, Child and Adolescent Health Advisory Board Appointments and Reappointments:](#)
- A) [Approve the appointment of Natalie Johnson Loeper and Camille Rodrigues to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a term beginning January 1, 2018 and ending December 31, 2019.](#)
- B) [Approve the reappointment of Melanie Dodson, Jessica Vergara, Gina Cuclis, Erika Rosebaugh, Guinevere Zabinsky and Megan Barajas to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a term beginning January 1, 2018 and ending December 31, 2019. \(Health Services\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

34. [Adopt six gold resolutions recognizing six recipients of the Sonoma County Jefferson Awards for Public Service in 2017. \(Human Resources\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0491, 17-0492, 17-0493, 17-0494, 17-0495 and 17-0496

PRESENTATIONS ON A DIFFERENT DATE

35. [Approve Gold Resolution proclaiming November 5, 2017 Town of Windsor Military Hometown Heroes Banner Day. \(Fourth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0497

36. [Approve Gold Resolution commending Vicky Farrow for her dedication to and innovation in the wine industry. \(Fourth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0498

37. [Approve Gold Resolution commending Ruth Wilson for her dedication to and innovation in the wine industry. \(Fourth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0499

38. [Approve Gold Resolution commending and honoring Pepperwood as a recipient of North Bay Leadership Council's 2017 Leaders of the North Bay Award for "Paint the Town Green: Environmental Stewardship." \(Fourth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0500

8:53 A.M. Public Comment on Consent Calendar Opened

Public Speakers:

Gregory Berland

8:56 A.M. Public Comment on Consent Calendar Closed

Board Action: Approved as Recommended

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

9:52 A.M. Supervisor Gore attended a Build Rebuild Ad Hoc meeting with the City of Santa Rosa. He also attended a weekly block captain's meeting at Cal's Café Mocha on Wednesdays at 7:30 A.M.

9:54 A.M. Supervisor Hopkins attended a Watershed Ad Hoc Recovery meeting as well as Russian River pilot meeting. She attended a Rudy Theiller athletic field dedication event. The Spirit of Sonoma Awards luncheon was held on Friday, December 8, 2017 and she also attended the very first Joint Ad Hoc between the City of Santa Rosa and the County of Sonoma on Homelessness.

9:55 A.M. Supervisor Zane attended a Build Rebuild meeting with the City of Santa Rosa as well as a SMART (Sonoma-Marín Area Rail Transit) Board meeting.

9:57 A.M. Supervisor Rabbitt attended the National Association of Counties (NACo) Board meeting in Fort Worth, Texas.

10:01 A.M. Supervisor Gorin attended an Oakmont Foundation Check Ceremonial Presentation. She also accepted the Resilience Award presented to the Board of Supervisors on behalf of the people of Sonoma County and the City of Sonoma.

IV. REGULAR CALENDAR

BOARD OF SUPERVISORS/COUNTY ADMINISTRATOR

39. Fire Recovery Update:

A) Post-Fire Fiscal Outlook Update

B) Adopt a Resolution Creating the Office of Recovery and Resiliency

10:06 A.M.

Presenters:

Christina Rivera, Assistant County Administrator
Erick Roeser, Auditor Controller Treasurer Tax Collector
William Rousseau, Clerk Recorder Assessor

11:30 A.M. Public Comment Opened

Public Speakers:

Gregory Fearon
Thomas Ells
Teri Shore

11:35 A.M. Public Comment Closed

Board action: Informational Only

HUMAN SERVICES

AND

COMMUNITY DEVELOPMENT COMMISSION

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

40. [Update on Senior Homeless Prevention Program: Receive update on the Senior Homeless Prevention Program approved by the Board on December 12, 2016.](#)

12:19 P.M.

Presenters:

Margaret Van Vliet, Executive Director, Community Development Commission

Karen Fies, Director, Human Services

Ana Bagtas, Adult and Aging Division Director, Human Services

12:40 P.M. Public Comment Opened

Public Speakers:

Duane De Witt

12:44 P.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

COMMUNITY DEVELOPMENT COMMISSION
(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)

41. [County Fund for Housing Funding Loan Awards and County Fund for Housing Annual Report:](#)
- A) [Receive the County Fund for Housing \(CFH\) Annual Report.](#)
- B) [Approve County Fund for Housing awards in the aggregate amount of \\$4.5 million for five rental housing developments that will produce 126 new affordable housing units throughout Sonoma County.](#)
- C) [Approve Transient Occupancy Tax \(TOT\) funding awards for Workforce Housing in the aggregate amount of \\$1 million for two projects that will result in 79 new affordable homeownership opportunities.](#)
- D) [Authorize the Executive Director of the Sonoma County Community Development Commission \(Commission\) to execute all necessary loan documents and deeds of trust consistent with Commission Loan Policies, and with advice of County Counsel.](#)
- E) [Adopt a Budget Resolution authorizing a \\$1 million increase in County Fund for Housing FY 2017-18 expenditure appropriations and the one time use of County Fund for Housing Fund Balance - created by \\$1 million of Transient Occupancy Tax \(TOT\) received in FY 2016-17 and designated for Workforce Housing. \(4/5th Vote Required\)](#)

12:46 P.M.

Presenters:

Margaret Van Vliet, Executive Director, Community Development Commission

Benjamin Wickham, Affordable Housing Manager, Community Development Commission

1:08 P.M. Public Comment Opened

Public Speakers:

John Bigley

Mike Merrill

Burt McChesney

Duane De Witt

Peter Cameron

1:16 P.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0502

42. [Funding Awards to Address Homelessness in the Lower Russian River Area: Authorize the Executive Director of the Sonoma County Community Development Commission to execute six separate Funding Agreements with the agencies recommended for funding by the Lower Russian River Homeless Task Force. The combined awards will total no more than \\$750,000 and each agreement will be for a term of 18 months, from January 2018 to June 2019. \(Fifth District\)](#)

1:20 P.M.

Presenters:

Margaret Van Vliet, Executive Director, Community Development Commission

Dana Pedersen, Lower Russian River Homeless Task Force Member and Guerneville School Principal

1:31 P.M. Public Comment Opened

Public Speakers:

Chris Brokate

Kevin Polk

Marcy Cooper

Jinny Loconsolo

Mario Torrigino

Tim Miller

1:37 P.M. Public Comment Closed

Board action: Approved as amended.

The Board approved all recommendations except the allocation of \$300,000 to the Patrick McCaffrey Foundation.

UNANIMOUS VOTE

43. [Temporary Overnight Winter Shelter Program](#)

A) [Authorize the Executive Director of the Community Development Commission to execute on behalf of the County of Sonoma a License Agreement with the California Military Department for the use of the Santa Rosa National Guard Armory as a temporary overnight homeless shelter.](#)

B) [Authorize the Executive Director of the Community Development Commission to execute an Agreement with St. Vincent De Paul – Sonoma to operate a temporary overnight homeless shelter.](#)

This item was taken out of order.

11:47 A.M.

Presenters:

Margaret Van Vliet, Executive Director, Community Development Commission

Jack Tibbetts, Executive Director, St. Vincent DePaul

12:15 P.M. Public Comment Opened

Public Speakers: Duane De Witt

12:18 P.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

- 44. [Emergency and Immediate Housing Needs Created by the Sonoma Complex Fire; Residential Use of Recreational Vehicles and Manufactured Homes. Repair and Reconstruction of Fire Damaged Structures and Streamlining of Permit Processing for Fire Recovery: Adopt an Urgency Ordinance to Amend Chapter 40 of the Sonoma County Code to:](#)
- A) [Allow Recreational Vehicles, Tent Camps and Campgrounds in K Districts by Zoning Permit for Year Round Occupancy by Fire-Displaced Persons;](#)
- B) [Allow Residential Use of Recreational Vehicles and Manufactured Homes for FEMA Projects in the PF, M1, M2 and MP Districts;](#)
- C) [Allow an Increase in Density in Existing Mobile Home Parks;](#)
- D) [Apply Future Standards to Be Developed by the County and State Department of Housing and Community Development for Mobile Home Parks and Manufactured Homes;](#)
- E) [Provide Streamlined Processing of Design Review and Waiver of Geologic Studies and Well Testing for the Reconstruction and Repair of Fire-Damaged Dwellings;](#)
- F) [Allow Manufactured Homes on Fire-Damaged Lots for Reconstruction;](#)
- G) [Extend the Expiration Date of Tentative Maps and Other Land Use Entitlements; and](#)
- H) [Make Miscellaneous Other Changes. \(4/5th Vote Required\)](#)

2:39 P.M.

Presenters:

Jennifer Barrett, Deputy Director Planning, Permit and Resource Management Department
Jane Riley, Supervising Planner, Permit and Resource Management Department

3:25 P.M. Public Comment Opened

Public Speakers:

Teri Shore
Colleen Fernald
Doug Haln

3:28 P.M. Public Comment Closed

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Ordinance 6215

HUMAN SERVICES

- 45. [Receive update on Sonoma County 2-1-1. Accept information report on the current status, challenges and future of Sonoma County's 2-1-1 Information and Referral system.](#)

This item was continued to December 19, 2017.

BOARD OF SUPERVISORS

- 46. [Board Sponsorship: Approve Board Sponsorship of \\$4625 to the Sebastopol Center for the Arts for the AARP Tax-Aide Program at the Sebastopol Veteran's Memorial Building from February 2, 2018 through April 12, 2018. \(Fifth District\)](#)

1:41 P.M.

Presenters:

Lynda Hopkins, Fifth District Supervisor

1:41 P.M. Public Comment Opened

Public Speakers:

None

1:41 P.M. Public Comment Closed

Board action: Approved as Recommended
UNANIMOUS VOTE

47. [PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS. \(Any member of the public may address the Board on a matter not listed on the agenda as long as the subject matter is within the jurisdiction of the Board. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to matters within the Board's jurisdiction. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. When this item is scheduled, the Board generally will hear public comments for up to twenty minutes. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. Any additional non-agendized items speakers will be heard following consideration of the agendized matters. While members of the public are welcome to address the Board, under the Brown Act open meeting laws, Board members may not deliberate or take action on items not on the agenda.\)](#)

5:07 P.M. Public Comment Opened

Public Speakers:

Emilia Carbajal

Christine Hoex

Mara Ventura

Marty Bennett

Maddy Hirshfield

Michelle Miller

Mary Morrison

Roseanne Snyder

Richard Hannon

Colleen Fernald

5:27 P.M. Public Comment Closed

48. [PUBLIC COMMENT ON CLOSED SESSION ITEMS](#)

1:42 P.M. Public comment opened

Public Speakers:

None

1:42 P.M. Public comment closed

V. [CLOSED SESSION CALENDAR](#)

2:21 P.M. County Counsel Bruce Goldstein reported on Closed Session Items 49 through 53.

49. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel –](#)

Existing Litigation – Sabrina Ragan vs. County of Sonoma Workers' Compensation Appeals Board Nos. ADJ9971260; ADJ1700647; ADJ3450363. (Government Code Section 54956.9(d)(1).)

Approval was given for the settlement of Sabrina Ragan's workers' compensation claims by way of Stipulations with Request for Award for \$85,635, less payments made to date. Direction was also given to the Risk Manager to execute all documents necessary to effectuate the settlement.

UNANIMOUS VOTE

50. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Ted Weber v. County of Sonoma; Workers' Compensation Appeals Board no. ADJ10391519 (Government Code Section 54956.9(d)(1).)

Approval was given for the settlement of Ted Weber's workers' compensation claims by way of Stipulation with Request for Award for \$86,197.50, based on 56% permanent disability, less payments made to date. The settlement will result in \$53,873 new money. With direction to the Risk Manager to execute all documents necessary to effectuate the settlement.

UNANIMOUS VOTE

51. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code 54956.9(d)(2).

The settlement agreement with Republic Services of Sonoma County, Inc. and California River Watch requiring Republic to take samples and provide documents to California River Watch, and authorized the payment of \$10,000 towards the \$82,500 Republic must pay California River Watch under the settlement was approved with direction given to County Counsel to effectuate the settlement.

UNANIMOUS VOTE

52. 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.

The settlement of the potential case against Joseph Piers in the amount of \$11,000 costs and penalty payments, with other negotiated terms, was approved with direction given to County Counsel to effectuate the settlement.

UNANIMOUS VOTE

53. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Nhmia Kahsay v. Bonita Perea, County of Sonoma, et al.; Sonoma County Superior Court Case No. SCV 259451 (Government Code Section 54956.9(d)(1).)

Direction was given to counsel.

VI. REGULAR AFTERNOON CALENDAR

54. RECONVENE FROM CLOSED SESSION

2:21 P.M.

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

55. REPORT ON CLOSED SESSION

2:21 P.M. County Counsel Bruce Goldstein reported on Closed Session Items 49 through 53.

2:28 P.M. Deputy County Counsel Jeff Brax replaced County Counsel Bruce Goldstein.

SONOMA COUNTY WATER AGENCY/ OCCIDENTAL COUNTY SANITATION DISTRICT/ RUSSIAN RIVER COUNTY SANITATION DISTRICT/ SOUTH PARK COUNTY SANITATION DISTRICT

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Zane, Mayor Agrimonti)

56. [Urgency Ordinances for Prorated FY 2017/2018 Annual Sewer Service Charges and for Temporary Sewer Connections Related to the Sonoma Complex Fires:](#)
- A) [Adopt an Urgency Ordinance of the Board of Directors of the Sonoma County Water Agency and the Board of Directors of the Sonoma Valley County Sanitation District to Prorate Annual Sewer Service Charges for Fiscal Year 2017/2018 for Persons Displaced by the Sonoma Complex Fires who own Parcels in the Airport-Larkfield-Wikiup Sanitation Zone and the Sonoma Valley County Sanitation District \(the "Proration Urgency Ordinance"\).](#)
- B) [Adopt an Urgency Ordinance of the Boards of Directors of the Sonoma County Water Agency, the Occidental County Sanitation District, the Russian River County Sanitation District, the Sonoma Valley County Sanitation District and the South Park County Sanitation District Authorizing Temporary Connections to Water Agency Sanitary Sewer Systems \(the "Temporary Connection Urgency Ordinance"\).](#)
- C) [Adopt a Resolution to Introduce, Read the Title and Waive Further Reading of the Proration Urgency Ordinance.](#)
- D) [Adopt a Resolution to Introduce, Read the Title and Waive Further Reading of the Temporary Connection Urgency Ordinance. \(4/5th Vote Required\)\(Unanimous Vote Required SVSD\)](#)

2:28 P.M.

Presenters:

Kevin Booker, Principal Engineer, Sonoma County Water Agency
Lynne Rosselli, Finance Manager, Sonoma County Water Agency

2:35 P.M. Public Comment Opened

Public Speakers:

None

2:35 P.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolutions 17-0503; 17-0504; and

Approved by Ordinances 6216 and 6217

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

57. [Agricultural Preserve expansion and a new Land Conservation Act Contract: Gary Felder Trust et al and Eleanor Phipps-Price and William S. Price: PLP14-0008: Adopt a Resolution to authorize the Chair of the Board of Supervisors to include 380.63 acres into Agricultural Preserve 2-355 and mutually rescind an existing Type II Williamson Act Contract on 863.63 acres \(two APN's\) and replace it with two new Non-Prime Williamson Act Contracts on two parcels of 703.48 acres and 540.78 acres in size as a result of the adjusted parcels from Lot Line Adjustment LLA 14-0005 located at 1957 and 1951 Felder Road, Sonoma; APNs 142-011-007, 008, -009, and -010 \(First District\)](#)

3:38 P.M.

Presenters:

Jennifer Barrett, Deputy Director of Planning, Permit and Resource Management Department

3:39 P.M. Public Comment Opened

Public Speakers:

None

3:39 P.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0505

58. [Rezoning to remove Z \(Accessory Unit Exclusion\) Combining District to allow for a potential future application for Accessory Dwelling Unit: Adopt an Ordinance rezoning the parcel to remove the Z \(Accessory Unit Exclusion\) Combining District located at 158 Avila Lane, Sebastopol; PRMD File No. ZCE16-0017; Supervisorial District 5. \(Fifth District\)](#)

3:39 P.M.

Presenters:

Jennifer Barrett, Deputy Director of Planning, Permit and Resource Management Department

3:40 P.M. Public Comment Opened

Public Speakers:

None

3:40 P.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Ordinance 6218

59. [Agricultural Preserve expansion and a new Land Conservation Act Contract, Creek's End Vineyard, LLC: Hold a public hearing and adopt a Resolution to expand Agricultural Preserve 1-284 by adding 75.55 acres and, approve a new Prime Land Conservation \(Williamson\) Act Contract and Land Conservation Plan on the same 75.55 acre parcel, for a vineyard property located at 4477 West Soda Rock Ln., Healdsburg; APN 088-040-031; PRMD File No. AGP16-0013; Supervisorial District 4. \(Fourth District\) AGRICULTURE/WEIGHTS AND MEASURES/](#)

3:41 P.M.

Presenters:

Jennifer Barrett, Deputy Director of Planning, Permit and Resource Management Department

3:42 P.M. Public Comment Opened

Public Speakers:

None

3:42 P.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0506

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

60. [Minor and Technical Revisions to the County Code Provisions Governing Vineyard and Orchard Development, Grading, and Drainage: Conduct a public hearing and adopt a Resolution introducing, reading the title of, and waiving further reading of a proposed Ordinance amending Chapter 11 of the Sonoma County Code to regulate only construction grading and drainage, adding Chapter 36 to the Sonoma County Code to regulate vineyard and orchard](#)

[development and agricultural grading and drainage, and determining exemption from the California Environmental Quality Act.](#)

3:43 P.M.

Presenters:

Tony Linegar, Agricultural Commissioner
Andy Casarez, Agriculture and Vineyard Conservation Coordinator, Agricultural Commissioner's Office
Alex Rosas, Engineering Division Manager, Permit and Resource Management Department
David Hurst, Deputy County Counsel

4:29 P.M. Public Comment Opened

Public Speakers:

Caitlin Cornwall
Rue Furch
Mike Martini
Wendy
Colleen Fernald
Bob Legee

4:45 P.M. Public Comment Closed

Board action: Approved as amended:

- 1) the Board accepted the minor technical changes to Chapter 11;
- 2) the Board added Chapter 36, "Exemption for Low-Impact Vineyard Replanting";
- 3) and was ordered to come back before the Board with a study session in the Spring of 2018.

UNANIMOUS VOTE

Approved by Resolution 17-0507

61. [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 \(All materials related to these actions and determinations can be reviewed at: <http://www.sonoma-county.org/prmd/bc/index.htm>\)](#)

5:27 P.M.

Board Action: The Board accepted the Acts and Determinations.

62. [ADJOURNMENT](#)

5:29 P.M. The Board adjourned the meeting in the memory of Barbara Acers Baumgardner, Mayor Edwin Lee (San Francisco), Helen O'Donnell, Tamara Latrice Thomas, Karen Sue Aycock, Michael Azarian, and T.J. Nelson.

The meeting was adjourned to December 19, 2017 at 8:30 A.M.

Respectfully submitted,

Kay Lowtrip,
Chief Deputy Clerk of the Board

NOTE: The next Board Meeting will be a Special Closed Session held on December 18, 2017.

The next regular Board Meeting will be held on December 19, 2017 at 8:30 A.M.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 18
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: Informational Only

Department or Agency Name(s): County Administrator

Staff Name and Phone Number:

Michael Gossman, 565-2431

Supervisorial District(s):

All

Title: Office of Recovery and Resiliency Update

Recommended Actions:

Receive update from the Office of Recovery and Resiliency on the status of recovery operations, planning, and seeking of funding opportunities.

Executive Summary:

The aftermath of the October 2017 Sonoma Complex Fires presents ongoing risks to the residents, property, and environment of Sonoma County. Office of Recovery and Resiliency staff provides the Board regular updates on recovery efforts, including debris removal and other structural developments; external funding efforts; relevant legislation; ongoing community engagement; and status of the Recovery & Resiliency Plan being prepared by the Office. On June 11, the Office will come before the Board on the regular calendar to highlight aspects of the draft Plan and the status of recovery efforts.

Discussion:

In the early morning hours of October 9, 2017, County staff activated the Emergency Operations Center in response to the Sonoma Complex Fires which burned 173 square miles and destroyed over 7,000 structures, including 5,300 homes. During the response phase, the County began planning for the recovery from the fires. On December 19, 2017, the Board of Supervisors established the Office of Recovery and Resiliency (Office) with the mission to develop a strategy that addresses the immediate and long-term recovery and resiliency efforts needed to help Sonoma County rebuild and recover from the wildfires. As the County transitioned from response to recovery, the Office launched and became fully staffed on March 27. This Office continues to actively pursue recovery efforts, and to work with other County departments, agencies, and districts to assist Sonoma County residents in the process of rebuilding.

In an effort to keep the Board and community informed about the most current developments in the County's recovery efforts, the Office will prepare a standing agenda item for each Board meeting that will be included on the consent calendar. Each update will include information on: (1) Ongoing Recovery

Efforts and Structural Changes; (2) Recovery Related External Funding Opportunities; (3) Legislative Update; and (4) highlights of activities on the horizon (Looking Forward).

1. Ongoing Recovery Efforts and Structural Changes

A. Debris Removal

1. Debris removal is in the final stages for both the Government-Sponsored Program and the Alternative Program (private debris removal). About 25 percent of property owners who lost homes opted to use a private contractor for debris removal.
2. Government-Sponsored Program:
 - A. Active properties: 3,689
 - B. Properties cleared by Army Corps of Engineers: 3,687
 - C. Properties returned to owners by County to start rebuilding: 3,653 (as of May 17)
3. Private Debris Removal:
 - A. County: 754 properties accepted; 578 certified as finished and ready to rebuild
 - B. City: 452 residential properties accepted; 406 finished and ready to rebuild
4. USACE Hotline:
 - A. The U.S. Army Corps of Engineers on May 16 stopped accepting new debris removal complaints on its hotline for Sonoma County. USACE staff will still be available to answer questions from property owners who have already filed a complaint or who have additional eligible work being completed under the government program. The Office of Recovery & Resiliency has assumed the role of receiving new debris complaints via a new number (707-565-1222).
5. New Over-Excavation Program:
 - A. The California Office of Emergency Services is working with the City of Santa Rosa and County to address over-excavation issues that occurred as part of the Government-Sponsored Debris Removal Program. Cal OES will work with the city and county to examine sites of concern. For properties that meet over-excavation criteria, the State's contractor will work to quickly replace soil that should not have been removed. Property owners can contact the County at 707-565-1222 or email info@sonomacountyrecovers.org until May 31 to request a site assessment. As of May 17, 125 requests for site assessments have been received.

B. Testing of the Wireless Emergency Alert (WEA)

The Wireless Emergency Alerts system is a public safety system that enables government officials to issue emergency alerts on cell phones to specific areas to warn the public about critical situations. Large-scale WEA test alerts require significant coordination with adjacent jurisdictions, approval by the Federal Communications Commission, and a comprehensive, coordinated public outreach effort.

Testing of the County's community warning systems, including the Wireless Emergency Alert (WEA) system, is planned for September 2018. Large-scale public tests require significant coordination with adjacent jurisdictions, approval by the Federal Communications Commission, and a comprehensive, coordinated public outreach effort.

The test will validate alert procedures (i.e. authorized individuals), the technical performance of the system, and the effectiveness in reaching the targeted population. Once the test is

completed, there will be further community engagement to measure the effectiveness of the alert. This warning systems test project will be a part of the larger community warning program report, which is scheduled to come before the Board of Supervisors in June 2018.

C. Renewal Enterprise District and Build/Rebuild Ad Hoc Update

The Renewal Enterprise District (RED) is part of the body of work coming out of the Build/Rebuild Ad Hoc committees of the County and City of Santa Rosa. RED is a collaborative partnership concept, and the general vision of RED is to regionalize housing efforts in response to the fires by leveraging joint planning and pooled financing to increase housing activities countywide that meet certain criteria related to increased density, access to transit, levels of affordability, and energy efficiency and climate resiliency. Staff from the County, City, Sonoma County Transportation Authority, and Sonoma Clean Power have formed working groups on Finance, CEQA, and Governance Structure.

1. The Finance working group is exploring the existing funding mechanisms and what new and creative options may be available in response to the fires.
2. The CEQA working group is evaluating the current streamlining options for cities and the County and what other options may be possible in light of rebuilding goals and broader community needs and opportunities.
3. The Governance Structure working group is discussing the structure possibly being a Joint Powers Authority with the intention that the structure be open to other jurisdictions to join.
4. We anticipate a recommendation from the Build/Rebuild Ad Hoc on a conceptual framework to be brought to the Board in June.

D. Rebuilding Permits

1. County has issued 134 building permits for homes and Accessory Dwelling Units and 18 for private bridges as of May 17. For latest numbers, go to <http://sonomacounty.ca.gov/PRMD/Administration/Rebuilding-Permits-Data/>
2. City of Santa Rosa has issued 234 building permits for homes as of May 17. For latest numbers, go to <https://www.srcity.org/2675/Rebuilding>

E. Mental Health Services

The Department of Health Services is utilizing funding from a FEMA grant to implement the Crisis Counseling Assistance and Training Program (CCP) to provide community-based outreach and psychoeducational services to the community. CCP is a field-based program that allows Crisis Counselors to meet survivors wherever they are (in a restaurant, home, neighborhood, community center, business, church, etc.). In California, CCP is known as California HOPE (Helping, Outreach, Possibilities, Empowerment). California HOPE supports and strengthens existing community systems and does not replace existing services. California HOPE Crisis Counselors from four contracted agencies, Council on Aging, Petaluma People Services Center, West County Community Services, and Goodwill Redwood Empire, are conducting extensive, field-based outreach and intervention into the impacted communities to help survivors navigate and connect to the support services they need. The California HOPE Program also provides specialized disaster recovery training, free of charge, to service providers, paraprofessionals, teachers, clergy, community leaders, and others who wish to assist people experiencing disaster reactions.

As of May 17:

1. 637 individual counseling contacts lasting at least 15 minutes were made during the initial phase at the Local Area Assistance Center; and 229 such contacts from March to date in wider community.
2. 20,825 in-person brief supportive contacts (15 minutes or less).
3. 1,410 telephone contacts by crisis counselor.
4. 26,981 participants at groups and public education events (town halls, support groups)

F. Employee Survey

The 148 County employees who are fire survivors were called by the County Administrator's Office to see how they are faring and what the County can do to help. Employees also received a brief confidential survey via email. As of May 17, 109 surveys have been completed: 65.7% of those responding said they plan to rebuild; 63% said they attended City/County employee recovery meetings; 95% of those who were forced to relocate said they are still living in the County.

2. Recovery-Related External Funding Opportunities

A. Community Development Block Grant – Disaster Recovery

Announcement of \$212 million: On April 10, 2018 the U.S. Department of Housing and Urban Development (HUD) issued a press release stating that California would be receiving \$212 million to support long-term disaster recovery through the Community Development Block Grant – Disaster Recovery (CDBG-DR) program. This allocation is a portion of the total \$28 billion that HUD set aside for disaster recovery efforts in nine states, Puerto Rico, and the U.S. Virgin Islands. The \$212 million appropriated to California consists of two awards: \$124 million for unmet disaster recovery needs, and \$88 million for preparedness and mitigation.

Eligible Uses of Funds: Eligible uses of these funds often include new housing construction and housing rehabilitation, preparedness and mitigation measures to reduce costs of future disasters (including use of fire resistant materials, design and location), repair or replacement of damaged infrastructure and public facilities, economic revitalization, and long-term recovery. To be eligible, projects and programs must demonstrate that they serve a need not being met by other funding sources. Eligible recipients of funds are state and local governments. These funds do not provide individual cash assistance to fire survivors, but rather fund projects and programs that benefit impacted households and businesses. All funded activities must clearly address an impact of the October fires. Funds are targeted to benefit low and moderate income persons, to prevent and eliminate slums and blight, and to meet urgent needs.

Current Status: The April 10, 2018 announcement is the official notice regarding these funds. These funds were allocated by congress to HUD in Public Law 115-56. HUD is to follow the allocation with publication of a Federal Register Notice allocating the funds to grantees and outlining and waivers and alternative requirements for the CDBG-DR funds. The Federal Register Notice has not yet been released.

Assuming the yet-to-be-released Federal Register Notice is similar to other recent notices issued, the grantee will likely be the State of California, and the program will be administered by the California Department of Housing and Community Development (HCD).

The Federal Register will likely lay out the following set timelines for the grantee to submit required readiness and planning documents:

1. Grantees have 60 days from the release of the Federal Register Notice to submit Financial Management and Grant Certifications Checklist and the Implementation Plan and Capacity Assessment to HUD.
2. Grantees have 120 days from the release of the Federal Register Notice to submit an Action Plan, which includes an unmet needs analysis, method of distribution, proposed programs, and other administrative requirements outlined in the Federal Register Notice.

While it remains to be determined by HUD, State Housing and Community Development anticipates that the Federal Register Notice regarding the \$124 million for unmet disaster recovery needs will be published in early June, and the Federal Register Notice for the \$88 million in mitigation to be posted separately in late summer. This is entirely dependent on HUD, however.

Activities To Date: The Office of Recovery and Resiliency and the Community Development Commission are actively collaborating with one another and with the HCD regarding next steps. As part of this coordination, the Office of Recovery and Resiliency and the Community Development Commission are developing a transparent multi-departmental structure to co-manage these funds and associated requirements, and to ensure close coordination with counterparts such as the City of Santa Rosa.

The County and the City of Santa Rosa have already started working with HCD to undertake the large and time sensitive endeavor of collecting relevant data for an unmet disaster recovery needs analysis. The unmet needs analysis should include information on all sectors of unmet needs: housing, economic, safety net, social services, environmental, infrastructure, etc. This information will inform development of the Statewide Action Plan. The Action Plan will include an unmet needs analysis, method of distribution for funds, proposed programs, and other administrative requirements outlined in the Federal Register Notice. The Office of Recovery and Resiliency and Community Development Commission are working with County departments and partners, such as Rebuilding Our Community Sonoma County, to identify and collect appropriate data for the unmet needs analysis.

Attachments to this Agenda Item include the State HCD Frequently Asked Questions sheet on CDBG-DR for more detail on requirements and process.

B. FEMA Hazard Mitigation Grant Program

Background: County Departments and Districts submitted Notices of Interest to FEMA's Hazard Mitigation Grant Program (HMGP) on January 30, 2018 for DR-4344, and March 15, 2018 for DR-4353. FEMA HMGP can fund up to \$5 million or 75% of total project costs (whichever is less) for projects that eliminate or reduce damage from future natural disasters.

Current information from Cal OES estimates that there is approximately \$333 million statewide in available funds from the October fires, also known as DR-4344, and approximately \$56 million statewide from the December Southern California fires, known as DR-4353. In California, these funds are administered by the Cal OES HMGP Grants Management Unit. The funding is open and competitive statewide for both DR-4344 and DR-4353. The HMGP can be used to fund projects to protect either public or private property, and can be to mitigate any natural hazard, not only wildfires.

On May 10, 2018 Cal OES announced that it received an increase in HMGP funding, and has re-opened the period for submitting new Notices of Interest to this funding source until June 15, 2018.

Current Status: The County, along with the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, and the Community Development Commission submitted a total of 39 Notices Of Interest (NOI) for DR-4344, and 13 NOI's for DR-4353, for projects throughout the County. Of the submitted NOI's, 24 were deemed eligible for DR-4344 and 10 are deemed eligible for DR-4353.

A countywide Grant Steering Committee has been established per Government Finance Officers Association best practices. The Grant Steering Committee consists of in-house experts that are reviewing the Cal OES eligible project list and working with Departments and Districts to determine and prioritize feasible grant applications based on success criteria.

The Grant Steering Committee has met regularly throughout April and May to review and strategize the eligible HMGP projects, and will continue to do so while needed. Working with Department applicants to hone in on the projects targeting key recovery priorities, attached are two spreadsheets that provide a current snapshot of the HMGP applications being preliminarily developed for DR-4344 and DR-4353, pending match funding sources, project developments, and capacity. Each week the project status changes, and therefore we anticipate these lists to change before applications are finalized. For those applications that are not moving forward under FEMA HMGP, the Grant Steering Committee is seeking appropriate alternative funding sources.

For NOI's deemed eligible, the County must submit a full application with designated match funding, a FEMA Benefit-Cost-Analysis, and final budgets by July 2, 2018 for January NOIs, and September 4, 2018 for March or June NOIs. Due to the impending deadline and the fact that the average HMGP application requires greater than 150 hours of staff time, the Office will utilize the existing grant support contract with the County Administrator's Office, and will also contract with an HMGP specialist for targeted support services, in an amount not to exceed \$50,000, to assist departments in developing the applications and technical benefit-cost-analyses prior to the deadline. The FY 17-18 ORR budget contains sufficient funds for the HMGP specialist consultant from salary savings within the ORR.

After meeting the July 2 and September 4 deadlines, Cal OES will then review the applications and determine which will be submitted to FEMA for review and final approval. All projects receiving HMGP grant funding must be completed within three years.

For DR-4344 the current tentative totals for potential HMGP applications is: \$27,555,000 in total project costs from County of Sonoma Department projects with \$6,569,000 in potential County General Fund match required; \$7,816,000 in total project costs from Sonoma County Water Agency projects, and \$3,000,000 in total project costs from Community Development Commission projects. For DR-4353 the current tentative totals for potential HMGP applications is: \$13,772,300 in total project costs from County of Sonoma Department projects with \$3,005,575 in potential County General Fund match required.

Sonoma County Fire Early Warning Camera System: One of the DR-4353 eligible NOI's includes the Sonoma County Fire Early Warning and Detection Camera System. This project is to implement a fire camera network that will consist of a strategic installation of HD/4K fire cameras throughout the County, digitally connected through a microwave network, and with an independent early warning trigger when smoke or fire is detected. The cameras will be located to provide comprehensive coverage of the entire County, with a focus on the areas that have the greatest wildfire risk. A pilot project, not connected to the HMGP NOI project, is currently being led by the Water Agency to install fire cameras at eight locations to monitor Lake Sonoma's watershed. The Water Agency anticipates bringing the pilot project to the Board in summer 2018.

C. FEMA Public Assistance

The Disaster Finance Team (consisting of participants from the Auditor-Controller Treasurer-Tax Collector, County Administrator's Office, and County Counsel) is working with FEMA and Cal OES to prepare 21 project worksheets to claim reimbursement for response and recovery costs associated with the October 2017 fires, as well as repair/replacement costs for damages sustained to County property that are not covered by the County's insurance policies. These claims are being submitted through the FEMA Public Assistance Program.

As of May 1, 2018, the Disaster Finance Team estimates the County's total disaster related costs qualifying for FEMA's Public Assistance Program will be approximately \$35M, of which we anticipate the County will be reimbursed approximately \$33M over the next 2 years. The Office of Inspector General (OIG) audits claims filed with FEMA. Costs deemed ineligible for reimbursement are required to be returned to the federal government. The Disaster Finance Team is recommending an audit reserve policy for FEMA funding coming in to ensure the County has adequate resources set aside to pay for any claims that are deemed ineligible by the OIG. The OIG generally conducts its audits several years after the close out of the entire claim, which could be many years from now. The recommended FEMA audit reserve policy will be discussed at the FY18-19 Budget Hearings. FEMA has awarded 8 of the 21 projects and the County has received \$9.1M in expedited reimbursement funding and \$161K for small permanent projects managed by Regional Parks and Transportation and Public Works.

The Disaster Finance Team is in the process of collecting and reviewing supporting documentation for approximately \$13M in Mutual Aid/Assistance provided by 85 law enforcement agencies, 17 Emergency Management Mutual Aid jurisdictions, 12 shelters, and 12 agencies through the Department of Health during the fires and continues to work with FEMA and County Departments to finalize the remaining 13 project worksheets. Claims for reimbursement will be filed with FEMA as additional disaster related costs are incurred and documentation is compiled. These additional costs are unknown.

D. Request for Proposal Issued for Disaster Grants Consultant

The Office of Recovery and Resiliency is leading the process for the identification of a Disaster Recovery Consultant. The proposed consulting contract should come to the Board for consideration on June 5, 2018. The Consultant will primarily be tasked to assist with FEMA Public Assistance compliance and documentation, FEMA Hazard Mitigation Grant Program applications, and the Community Development Block Grant – Disaster Recovery needs assessment, Action Plan, project implementation, compliance, and documentation. They may assist with other recovery-related external funding needs as well. Evaluations and interviews were conducted, and the evaluation process continues through contract negotiations which are underway.

E. Economic Development Administration – Disaster Supplemental Funding

EDA awards grants to eligible entities to address economic challenges in disaster-impacted areas. Multiple County departments are considering potential projects, including the following four. It is anticipated other projects will be developed.

1. **Project 1 - Revolving Loan Fund:** Sonoma County as lead applicant. The Economic Development Board is seeking Economic Development Administration (EDA) funding for a revolving loan fund, providing credit to Sonoma County entrepreneurs who are traditionally excluded or denied loans from mainstream financial institutions. Preliminary conversations have indicated tentative EDA support for a \$500,000-\$1 million revolving loan fund; and tentative support from a local philanthropic funder for the 20% match component.
2. **Project 2 – Broadband Expansion:** Sonoma County as lead applicant. The EDB is working with the Office of Recovery and Resiliency to develop a project for EDA funding for the design/engineering and potential installation of broadband in the County. This project will provide sufficient and affordable broadband to support residential and business communities. The EDA has indicated support for 80% of total project costs. Installation is currently estimated at approximately \$8 million, and design/engineering would be completed first. The project will serve local businesses, promoting job creation/retention, economic growth, and resiliency.
3. **Project 3 - Regional Construction and Trades Training Center:** Santa Rosa Junior College as lead applicant. The EDB is working closely with EDA officials, local construction/trades stakeholders, and Santa Rosa Junior College to propose a ~\$5 million grant to build a Construction Training Center to train the county's construction workforce of the future. Up to \$5 million in EDA funding is expected to help secure a \$1 million grant from a local philanthropic funder for the 20%.

4. **Project 4 - AgTech Incubator:** Santa Rosa Junior College as lead applicant. The EDB has engaged in preliminary talks with Benjamin Goldstein, Dean of Agriculture/Natural Resources & Culinary Arts at SRJC. The project goal would be to create a business incubator at the SRJC to develop a possible “talent pipeline” for local agriculture and food/beverage manufacturing. This project concept has support from the SRJC and EDA, however remains speculative at this time, and subject to change.

F. CAL FIRE Grants for Fire Prevention

Through the California Climate Investments (CCI) Fire Prevention Grant Program, CAL FIRE aims to reduce the risk of wildland fires to habitable structures and communities, while maximizing carbon sequestration in healthy wildland habitat and minimizing the uncontrolled release of emissions emitted by wildfires. We are working with Parks and Fire and Emergency Services to submit by June 6 a proposal for some of the \$200 million in available funding.

G. Coordinate other Recovery-Related Grant and External Funding Opportunities

The Office of Recovery and Resiliency is tracking, investigating, and coordinating other grant opportunities for recovery-related priorities as well. When new opportunities are announced, Grant Summaries and targeted information is provided to County Departments. A comprehensive list of recovery-related external funding opportunities is being developed within the County Administrator’s Office, and the status of actions taken is being tracked.

3. Legislative Update

A. Protecting and Managing California Forests

On May 10, 2018, the Governor issued Executive Order B-52-18, to combat dangerous tree mortality, increase the ability of California forests to capture carbon and systematically improve forest management. “Devastating forest fires are a profound challenge to California,” Governor Brown said. “I intend to mobilize the resources of the state to protect our forests and ensure they absorb carbon to the maximum degree.” The Governor’s May budget revision includes \$96 million (from various funding sources) to support these actions. We are advocating through our State Legislative Delegation to ensure Sonoma County benefits.

B. Price-Gouging Extension

On April 13, 2018, the Governor issued Executive Order B-51-18, which extended the price gouging protections under Penal Code 396 through December 4, 2018. Price gouging protections prevent rental prices from being increased by more than 10% of the rental price charged prior to the fires. To date, the Sonoma County District Attorney’s Office has received and reviewed over 250 complaints of price gouging, and investigated close to 100 cases. In many cases the DA’s Office spoke with the involved parties and was able to help resolve the matter favorable to the aggrieved party. Four misdemeanor cases also have been filed. In addition, the DA’s Office has worked closely with the Contractors State License Board investigating unlicensed contractors and fraud related to the fires, and has filed 11 related cases.

C. Pending Legislation

The County Administrator's Office continues to monitor proposed fire legislation and coordinates legislative advocacy on issues related to fire recovery. A current list of disaster response and recovery bills is attached.

D. Advocacy Efforts

The County is working with other fire impacted counties and cities to advocate for additional resources to support full recovery and resiliency. The Governor's May Budget Revision included \$21.8 million to backfill the property tax revenue loss and \$29.1 million toward the local match for debris removal costs in Northern California. The May Revision also included \$250 million for a Homelessness Emergency Aid Block Grant to be awarded to local entities for short-term housing solutions for homeless individuals and families. We are advocating through our State Legislative Delegation to ensure Sonoma County benefits.

4. Looking Forward

A. Safety Net Services Recovery Area

1. The Office of Recovery and Resiliency is working with the Department of Health Services and the Human Services Department to facilitate a two-part data gathering series to collect feedback from key partners and community members to determine and align the short-, mid-, and long-term needs of the community as they relate to safety net services. The two-part effort will consist of nine focus groups with selected invitees, to be conducted in late May, and a larger Community Convening on June 18th, at the Glaser Center (time to be determined).
2. Similar to other Board Recovery Workshops, hosted in February and March, 2018, a Safety Net Services Board Workshop will be held at a date following the Community Convening.

B. Recovery Plan

1. Timeline

A. The Office will update your Board on highlights of the draft Plan on June 11.

B. Community Engagement

The Office of Recovery and Resiliency Staff continues to engage with key community partners through participation in community meetings, partnering on data gathering efforts, and utilization of partner input to shape the recovery planning process.

Community members remain encouraged to submit recovery related feedback, input, and questions to info@sonomacountyrecovers.org. In addition, the Office will initiate three primary community engagement components to gain feedback and input to inform the Plan, including:

- (i) Implement "SpeakUp": SpeakUp is an online tool used to facilitate public discussion and build online community engagement. SpeakUp utilizes online forums to survey constituents for feedback from community members to guide Plan development.

(ii) District Town Halls: The Office will organize Recovery Town Halls in each district to obtain feedback on the draft Recovery & Resiliency Plan and expand a public discussion to gain insight and identify critical changes to the Draft Plan.

(iii) Key Partner Meetings and Information Gathering: Office staff will bring the Draft Plan to key community partner groups and seek feedback to inform changes to the Plan.

C. The Plan will be brought to your Board for adoption in late summer 2018.

Prior Board Actions:

May 8, 2018 – Renewal of Emergency proclamations.

March 20, 2018 – Renewal of Emergency proclamations; disaster fiscal update; authorized appropriations of \$9.5 million to the Disaster Response & Recovery Fund.

February 13, 2018 – Renewal of Emergency proclamations

February 6, 2018 – Established the Office of Recovery & Resiliency staffing; authorized appropriations of \$2 million to the Disaster Response & Recovery Fund.

December 19, 2017 – Disaster fiscal update and creation of Sonoma County Office of Recovery and Resiliency.

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:			
Attachment A: Hazard Mitigation Grant Program Notices of Interest DR-4344 (Sonoma Complex Fire)			
Attachment B: Hazard Mitigation Grant Program Notices of Interest DR-4353 (Southern California Fire)			
Attachment C: Fire Recovery Bills as of 5-11-18			
Attachment D: HUD CDBG-DR Frequently Asked Questions – 2017 California Fire			
Related Items “On File” with the Clerk of the Board:			

Round One (DR-4344) - Submitted January 2018 - DUE July 2, 2018**By Match Source - Projects Eligible-Feasible to Move Forward**

Funding Source	Number of projects	Total Project Cost	Grant Ask	Match	Average Match per year
County General Fund	1	\$5,597,000	\$4,197,750	\$1,399,250	\$466,417
Property Owner Contribution	1	\$3,000,000	\$2,250,000	\$750,000	\$250,000.00
Dedicated District Funds*	6	\$9,096,700	\$6,822,500	\$2,274,200	\$758,066.67
County General Fund and other potential sources**	6	\$20,678,000	\$15,508,250	\$5,169,750	\$1,723,250.00
Total	14	\$38,371,700	\$28,778,500	\$9,593,200	\$3,197,733

*Dedicated District Funds include from the Water Agency, Community Development Commission, Roads Fund, and others.

**Other potential sources are not dedicated or secured yet. These include CDBG-DR, homeowner share, Transient Occupancy Tax, and others.

By Department - Projects Eligible-Feasible to Move Forward

Funding Source	Number of projects	Total Project Cost	Grant Ask	Match	Average Match per year
General Services	4	\$8,178,000	\$6,133,250	\$2,044,750	\$681,583
Transportation and Public Works	3	\$12,172,000	\$9,129,000	\$3,043,000	\$1,014,333
Regional Parks	1	\$455,000	\$341,250	\$113,750	\$37,917
Permit Sonoma	1	\$6,250,000	\$4,687,500	\$1,562,500	\$520,833
Fire & Emergency Services - Permit Sonoma	1	\$6,250,000	\$4,687,500	\$1,562,500	\$520,833
Community Development Commission	1	\$3,000,000	\$2,250,000	\$750,000	\$250,000
Sonoma County Water Agency	3	\$7,816,700	\$5,862,500	\$1,954,200	\$651,400
Total	14	\$44,121,700	\$33,091,000	\$11,030,700	\$3,676,900

Eligible-Feasible NOIs

Round One (DR-4344) - Community Development Commission - Submitted January 2018 - DUE July 2, 2018

Approved NOIs

Hazard Mitigation Area	Task Force	Department	Project Title	Project description	Estimated Total Cost	Federal Share	Local Share	Local Share Source	NOI Status	BCA Needed	Notes	Use Glen Price Group or HMGP specialist	Recommendation
Flood	Housing	Community Development Commission	Sonoma County Flood Elevation Program	Elevate homes and provide other mitigation measures for properties on the NFIP repetitive loss list.	\$ 3,000,000	\$ 2,250,000	\$ 750,000	Property Owner Contribution	Eligible - Pursuing	Yes	Margaret indicated this is easy for CDC & they will definitely submit	no	pursue

TOTALS \$ 3,000,000 \$ 2,250,000 \$ 750,000

Round One (DR-4344) - Sonoma County Water Agency - Submitted January 2018

Approved NOIs

Hazard Mitigation Area	Task Force	Department	Project Title	Project description	Estimated Total Cost	Federal Share	Local Share	Local Share Source	NOI Status	BCA Needed	Notes	Use Glen Price Group or HMGP specialist	Recommendation
Earthquake	Infrastructure	Water Agency/ Russian River County Sanitation District	Seismic Rehabilitation and Retrofit of Secondary Treatment Clarifiers - RRCSD	Retrofit of facilities to reduce risk of system failure during an earthquake.	\$ 2,400,000	\$ 1,800,000	\$ 600,000	(Available Special District Funds) RRCSD Construction Fund	Eligible - Pursuing	Yes	will submit	no	pursue
Earthquake	Infrastructure	Water Agency/ Sonoma Valley County Sanitation District	Seismic Rehabilitation and Retrofit of Secondary Treatment Clarifiers - SVCSD	Retrofit of facilities to reduce risk of system failure during an earthquake.	\$ 2,750,000	\$ 2,062,500	\$ 687,500	(Available Special District Funds) SVCSD Construction Fund	Eligible - Pursuing	Yes	will submit	no	pursue
Flood	Natural Resources	Water Agency	Improved Flood Early Warning Using Advanced Radar	Purchase and install X-Band radar to better predict flooding and provide for improved response.	\$ 2,666,700	\$ 2,000,000	\$ 666,700	(Available Special District Funds) SCWA, Marin County	Eligible - Pursuing	No 5%	will submit if Marin is in	no	pursue

TOTALS \$ 7,816,700 \$ 5,862,500 \$ 1,954,200

Round One (DR-4344) - County of Sonoma - Submitted January 2018

Approved - Feasible NOIs

Hazard Mitigation Area	Task Force	Department	Project Title	Project description	Estimated Total Cost	Federal Share	Local Share	Local Share Source	NOI Status	BCA Needed	Notes	Use Glen Price Group or HMGP specialist	Recommendation
All	Infrastructure	Transportation & Public Works	Road Yard Generator purchase	Purchase and installation of onsite generator for the Sonoma County Santa Rosa Road Maintenance Yard to prevent risk of service interruption affecting disaster response.	\$ 325,000	\$ 243,750	\$ 81,250	(Available Special District Funds) Roads Fund	Eligible - Pursuing	Yes	Priority for TPW	yes	pursue
Fire	Housing/Infrastructure	Fire & Emergency Services/Permit Sonoma	Wildfire Adapted Homes and Communities	Combined project with Permit Sonoma and FES. Remove hazardous vegetation to create defensible space around houses and key egress/exit routes to protect infrastructure and allow for safe evacuation of residents and access for emergency vehicles. Combined with PRMD's "Fire Safety Retrofits/rebuilding program" : retrofit existing structures and/or incentivize rebuilding with fire-resistant technology such as metal roofs and safety items such as garage door backup power.	\$ 6,250,000	\$ 4,687,500	\$ 1,562,500	County General Fund, potentially CDBG-DR and/or homeowner share	Eligible - Pursuing	TBD	Priority for Board.	yes	pursue
All	Infrastructure	Transportation & Public Works	Airport Generator purchase	Purchase and installation of onsite generator for the Airport Terminal to allow operations for at least 4 days in the event of power outages.	\$ 455,000	\$ 341,250	\$ 113,750	(Available Special District Funds) Airport Enterprise Funds	Eligible - Pursuing	Yes	Priority for TPW.	yes	pursue
Flood	Natural Resources	Regional Parks	Stabilizing and re-vegetating burned acres	Revegetate and stabilize soil in areas burned by the fire and damaged by fire suppression efforts such as bulldozer lines to prevent flooding and debris flow that could damage properties down stream. Plan for future dozer/control lines to minimize impact while maximizing potential for fire control in future events.	\$ 500,000	\$ 375,000	\$ 125,000	(Available Dedicated Funds) Sonoma County Regional Parks Foundation – Wildfire Recovery Fund	Eligible - pursuing	Yes	Likely qualifies for using the pre-determined post-fire BCA.	yes	pursue
All	Infrastructure	General Services	Seismic upgrades for Petaluma Veterans Building	Retrofitting of Petaluma Veterans hall for Seismic Stability and to install backup generators	\$ 2,442,000	\$ 1,831,500	\$ 610,500	County General Fund, potentially Transient Occupancy Tax	Eligible - pursuing	Yes	Priority for Board. Priority for General Services. Needs seismic analysis, and then design. 6-9 months of work. will do phased application.	yes	pursue

All	Infrastructure	General Services	Sonoma Veterans Building Retrofit	Retrofitting Sonoma Veterans hall for Seismic Stability and to install backup generators	\$ 2,243,000	\$ 1,682,250	\$ 560,750	County General Fund, potentially Transient Occupancy Tax	Eligible - pursuing	Yes	Priority for Board. Priority for general services. needs seismic analysis, and then design. 6-9 months of work. will do phased application.	yes	pursue
All	Infrastructure	Transportation & Public Works	Bank Stabilization to protect River Road	Protect the quickly-eroding bank of the Russian River using primarily natural materials in order to protect River Road, a vital transportation link, as well as residences and agricultural land.	\$ 5,597,000	\$ 4,197,750	\$ 1,399,250	County General Fund	Eligible - pursuing	Yes	TPW is exploring BCA. Significant challenge with BCA in past, but still exploring options.	yes	pursue
Earthquake	Infrastructure	Permit Sonoma	Seismic Retrofit program for existing structure	Program to fund/incentivize seismic retrofit of public and private structures. Focus would be on unreinforced masonry or soft story residential buildings. Voluntary program.	\$ 6,250,000	\$ 4,687,500	\$ 1,562,500	County General Fund, potentially CDBG-DR, homeowner share, or volunteer in-kind	Eligible - pursuing	Yes	Priority for Permit Sonoma. Continuing to example capacity but will pursue if possible.	yes	pursue
All	Infrastructure	General Services	Communications Tower at Sonoma Mountain	Replace communications tower on Sonoma Mountain and harden site against multiple potential disasters.	\$ 1,150,000	\$ 862,500	\$ 287,500	County General Fund, potentially Criminal Justice Fund and/or allocated Cap Projects funding	Eligible - pursuing	TBD	Priority for General Services. Part of "essential services" network. Tower is vulnerable to fire and earthquake. EM services communication would be compromised, & agency's would not be able to coordinate.	yes	pursue
All	Infrastructure	General Services	Replacement of aging generators	Replace generators at key locations including Sheriff's Building, and Central Mechanical Plant.	\$ 2,343,000	\$ 1,757,000	\$ 586,000	County General Fund, potentially Deferred Maintenance Fund	Eligible - pursuing	Yes	Generators failed in fire, and still not working. Simultaneously exploring if FEMA Public Assistance can cover this. Generators necessary for 911 service, dispatch, EOC, ISD, etc - critical facility.	yes	pursue

TOTALS \$ 27,555,000 \$ 20,666,000 \$ 6,889,000

Denied-Infeasible NOIs

Round One (DR-4344) - Community Development Commission - Submitted January 2018

Denied NOIs

Hazard Mitigation Area	Task Force	Department	Project Title	Project description	Estimated cost (Federal and Local match)	Federal Share	Local Share	Local Cost Share Source	NOI Status	BCA Needed	Notes	Recommendation
All Hazards	Housing	Community Development Commission	Recovery Planning for Resilient Communities	The purpose and objective of the Recovery Planning for Resilient Communities Project ("RPRCP") is to provide a planning framework and tools to support resilient recovery in Sonoma. These goals are centered on achieving climate-smart development at the regional, neighborhood and homeowner scale; increasing the supply of housing for low-income populations as well as moderate-income workers; and regaining overall economic prosperity.	\$ 937,500	\$ 750,000	\$ 187,500	County General Fund Other TDB	Ineligible	-		Ineligible

Round One (DR-4344) - County of Sonoma - Submitted January 2018

Denied or Infeasible NOIs

Hazard Mitigation Area	Task Force	Department	Project Title	Project description	Estimated cost (Federal and Local match)	Federal Share	Local Share	Local Cost Share Source	NOI Status	BCA Needed	Notes	Recommendation
All	Infrastructure	General Services	Seismic upgrades for Guerneville Veterans Building	Retrofitting of Guerneville Veterans hall for Seismic Stability and to install backup generators	\$ 2,243,000	\$ 1,682,250	\$ 560,750	County General Fund Transient Occupancy Tax	Ineligible	-	not eligible b/c it is in floodplain	Ineligible
Fire/All	Natural Resources/ Infrastructure	Regional Parks	Emergency Vehicle Access upgrades through parks	Improve Emergency Vehicle Access routes in five parks to allow better access to defend park structures, infrastructure (including communications towers) located in and adjacent to parks, and neighboring residential areas.	\$ 2,300,000	\$ 1,725,000	\$ 575,000	Depends on site: Regional Parks Operating Budget Cell tower local grants State Grants Regional Parks Foundation	Ineligible	-		Ineligible
Fire	Infrastructure	Fire & Emergency Services/Cal Fire/ REDCOM	Wildfire Detection System	Installation of 14 camera sensors on existing repeater towers linked to automated fire detection system	\$ 1,050,000	\$ 787,500	\$ 262,500	local jurisdictions, CalFire, Public Utilities and public/private partnerships	Ineligible	-		Ineligible
Fire	Natural Resources	Regional Parks	Restoring oak woodlands to reduce burn intensity	Thin encroachment of multi-story forest, particularly Douglas Fir, on areas that are naturally Oak Savannah, which will lessen impacts of future fires and allow for easier containment of fires before they enter populated areas.	\$ 1,000,000	\$ 750,000	\$ 250,000	CALFIRE grants	Ineligible	-		Ineligible
Fire	Natural Resources/ Infrastructure	Regional Parks	Repairing grazing infrastructure to reduce fuels	Repair perimeter fencing and water troughs on parklands to allow for rotational grazing of livestock to manage fuels and reduce risk of catastrophic wildfire in various regional parks.	\$ 1,000,000	\$ 750,000	\$ 250,000	Sonoma County Agricultural Preservation and Open Space District	Ineligible	-		Ineligible
All	Infrastructure	Information Systems Department	Hazard Mitigation and Recovery Planning for County Information Systems	Implement a program for replicating critical IT systems and allowing County to quickly return to operations at alternate site and prevent loss of data if current facilities are damaged.	\$ 3,000,000	\$ 2,250,000	\$ 750,000	"County Funds "	Ineligible	-		Ineligible
All Hazards	Safety Net	Department of Health Services	Improve public health preparedness capability for mass care through coordination with local healthcare agencies to address medical needs in evacuation shelters	Create a plan to rapidly mobilize partners and volunteers to address medical care needs in shelters in conjunction with community partners.	\$ 20,000	\$ 15,000	\$ 5,000	TBD, possibly realignment	Ineligible	-		Ineligible
All	Infrastructure	General Services	Seismic upgrade for Sheriff's Admin	Seismic study to determine risks to building (built in 2002 under 1997 code) and identify any needed mitigating actions.	\$ 100,000	\$ 75,000	\$ 25,000	Debt Service Criminal Justice Fund	Ineligible	-		Ineligible
All	Infrastructure	Permit Sonoma	Resilience Adaptation Planning	Equitable and resilient Communities Plan, including fire-related and drought-related activities	\$ 400,000	\$ 300,000	\$ 100,000	"state, or local General Plan Admin funds"	Ineligible	-		Ineligible
Drought	Natural Resources	Permit Sonoma	Water Conservation Retrofits	Fund water conservation retrofits to increase resiliency in the case of prolonged drought	\$ 6,250,000	\$ 5,000,000	\$ 1,250,000	Not Stated	Ineligible	-		Ineligible
Fire/Flood	Natural Resources/ Infrastructure	Watershed Task Force	Watershed Rehabilitation Study	Hire consultant to conduct more complete assessment of affected watersheds, develop predictive models, and develop recommendations for revegetation and other actions.	\$ 250,000	\$ 187,500	\$ 62,500	\$ -	Ineligible	-		Ineligible
All	Infrastructure	General Services	Seismic Upgrade at Main Adult Detention Facility	Seismic retrofit at Main Adult Detention Facility to bring building to current codes.	\$ 51,227,000	\$ 5,000,000	\$ 46,227,000	Debt Service Criminal Justice Fund	Eligible - not feasible	-	not feasible within timeframe and insufficient gen funds to support match.	Not feasible in timeframe
All	Infrastructure	Transportation & Public Works	Asti Bridge	Construct a permanent bridge over the Russian River at Washington School Road, near the community of Asti.	\$ 25,000,000	\$ 5,000,000	\$ 20,000,000	SB1	Eligible - not feasible	-	not feasible in 3yr performance timeframe. Not recommended to move forward. looking for other funding sources.	Not feasible in timeframe
Earthquake	Infrastructure	General Services	Hall of Justice Seismic Retrofitting	Retrofit the Hall of Justice to meet current building code seismic standards.	\$ 43,520,000	\$ 5,000,000	\$ 38,520,000	40% County General Fund, 60% State of California, Judicial Council of the California Court under current cost sharing agreement for facilities.	Eligible - not feasible	-	not feasible within timeframe and insufficient gen funds to support match.	Not feasible in timeframe
Fire	Natural Resources/ Infrastructure	Regional Parks	Fire Resistant Retrofits to Parks Ranger Residences	Retrofit ranger residences and surrounding area to protect them from various hazards, including fire, earthquake, flooding and winds.	\$ 1,000,000	\$ 750,000	\$ 250,000	Sonoma County Regional Park day use parking revenue	Eligible - not pursuing	Yes	Capacity is limited. Other parks project is higher priority. Not pursuing	not pursuing
All	Infrastructure	General Services	Santa Rosa Veterans Building Retrofit	Retrofitting SR Veterans hall for Seismic Stability and to install backup generators	\$ 6,371,000	\$ 4,778,000	\$ 1,593,000	County General Fund Transient Occupancy Tax	Eligible - not pursuing	Yes	Seismic upgrade already complete on roof and diaphragm for roof. Don't need new project here.	not pursuing
All	Infrastructure	General Services	Communications Tower at EOC	Installation of a new communications tower at EOC to allow for effective communications ins the event of an emergency.	\$ 834,000	\$ 625,500	\$ 208,500	County General Fund Criminal Justice Fund	Eligible - not feasible	?	Construction on this needs to happen now, making it infeasible for FEMA HMGP. tied to construction at courthouse.	infeasible timing

Fire	Housing/Infrastructure	Fire & Emergency Services	Wildfire Vegetation Management	Program to assist in healthy and fire-safe landscape, including vegetation management on large public and private parcels, assistance for property owners in management and compliance. 12 person fuels crew created, following Marin County model.	\$ 3,150,000	\$ 2,362,500	\$ 787,500	County General Fund	Eligible - not pursuing	?	Grant Steering Committee agreed this application and project is not a good fit for HMGP program. No one, including consultants, knows how to do BCA for this. Better fit for other funding (CAL FIRE, EDA, FEMA Assistance for Firefighters Grant for staffing.)	not pursuing
All	Infrastructure	HR - Risk Management	County of Sonoma Continuity of Operations Planning	Create a comprehensive Continuity of Operations Plan for Sonoma county to allow for quick restoration and continuation of critical County services in the event of an emergency. Project would fund a temporary COOP Manager to lead in developing the plan and additional contractors to perform analysis, consulting and training, and other costs associated with developing the plan.	\$ 500,000	\$ 375,000	\$ 125,000	County General Fund	Ineligible		From CalOES: not an eligible planning activity. A Continuity of Operations COOP plan is for Preparedness/Response, not HMGP. This is not sustained for a long term solution, it's a short-term response activity.	Ineligible
Drought	Natural Resources	Permit Sonoma	Groundwater Recharge Program	Develop site(s) for enhanced groundwater recharge projects to provide water security in the event of prolonged drought	\$ 3,500,000	\$ 2,625,000	\$ 875,000	County General Fund, potentially SCWA, RCD, CalAM	Eligible - not pursuing	Yes	Water Agency and Groundwater Sustainability Agencies are lead, and looking for other funding to pursue this. Not good fit for HMGP at this time.	not pursuing

Round One (DR-4344) - Ag Preservation and Open Space District - Submitted January 2018

Approved NOIs - Not Pursuing

Hazard Mitigation Area	Task Force	Department	Project Title	Project description	Estimated Total Cost	Federal Share	Local Share	Local Cost Share Source	NOI Status	BCA Needed	Notes	Recommendation
Fire/Flood	Natural Resources	Sonoma County Agricultural Preservation & Open Space District	Acquisition of land burned in Pocket Fire	Funding to acquire land in areas burned by the Pocket Fire either in fee or in easements that will restrict future use. Preserving this land as open space will help reduce the threat to future infrastructure that may be built on the sites and allow for management that will protect adjacent infrastructure from flooding, fire, and drought.	\$ 5,000,000	\$ 3,000,000	\$ 2,000,000	APOSD funding District sales tax	Eligible - Not Pursuing	Yes	FEMA HMGP training informed them that acquisitions are not eligible for Fire Mitigation; despite NOI determination. Not eligible to submit. Looking for other funding sources	
Fire/Flood	Natural Resources	Sonoma County Agricultural Preservation & Open Space District	Acquisition of land burned in Tubbs Fire	Funding to acquire land in areas burned by the Pocket Fire either in fee or in easements that will restrict future use. Preserving this land as open space will help reduce the threat to future infrastructure that may be built on the sites and allow for management that will protect adjacent infrastructure from flooding, fire, and drought.	\$ 7,500,000	\$ 5,000,000	\$ 2,500,000	APOSD funding District sales tax	Eligible - Not Pursuing	Yes	FEMA HMGP training informed them that acquisitions are not eligible for Fire Mitigation; despite NOI determination. Not eligible to submit. Looking for other funding sources	
Fire/Flood	Natural Resources	Sonoma County Agricultural Preservation & Open Space District	Acquisition of land burned in Nuns Fire	Funding to acquire land in areas burned by the Pocket Fire either in fee or in easements that will restrict future use. Preserving this land as open space will help reduce the threat to future infrastructure that may be built on the sites and allow for management that will protect adjacent infrastructure from flooding, fire, and drought.	\$ 7,500,000	\$ 5,000,000	\$ 2,500,000	APOSD funding District sales tax	Eligible - Not Pursuing	Yes	FEMA HMGP training informed them that acquisitions are not eligible for Fire Mitigation; despite NOI determination. Not eligible to submit. Looking for other funding sources	

Round Two (DR-4353) - County of Sonoma - Submitted March 2018 - DUE September 4, 2018**By Match Source - Projects Eligible to Move Forward**

Funding Source	Number of projects	Total Project Cost	Grant Ask	Match	Average Match per year
County General Fund*	4	\$4,550,000	\$3,412,500	\$1,137,500	\$379,167
CAIFIRE	1	\$1,000,000	\$750,000	\$250,000	\$83,333.33
ISD Accumulated Funds	1	\$750,000	\$562,500	\$187,000	\$62,333.33
County General Fund and other potential sources**	4	\$7,472,300	\$5,599,225	\$1,868,075	\$622,691.67
Total	10	\$13,772,300	\$10,324,225	\$3,442,575	\$1,147,525

*County General Fund includes \$250,000 that could be funded by Parks fees

**Other potential sources are not dedicated or secured yet. These include ISD Accumulated Funds, public utilities, jurisdictional partners, Fire District, and SB1.

By Department - Projects Eligible to Move Forward

Funding Source	Number of projects	Total Project Cost	Grant Ask	Match	Average Match per year
Fire & Emergency Services	6	\$6,930,400	\$5,197,800	\$1,732,600	\$577,533
Regional Parks	1	\$1,000,000	\$750,000	\$250,000	\$83,333
Information Systems Department	2	\$2,005,000	\$1,503,750	\$500,750	\$166,916.67
Transportation & Public Works	1	\$3,836,900	\$2,872,675	\$959,225	\$319,742
Total	10	\$13,772,300	\$10,324,225	\$3,442,575	\$1,147,525

Eligible-Feasible NOIs

Round Two (DR-4353) - County of Sonoma - Submitted March 2018 - DUE September 4, 2018

Approved NOIs

Hazard Mitigation Area	Task Force	Department	Project Title	Project description	Estimated cost (Federal and Local match)	Federal Share	Local Cost Share	Local Cost Share Source	NOI Status	BCA Needed	Notes	Use Glen Price Group or HMGP specialist	Recommendation
All	Infrastructure	Fire & Emergency Services	Local Hazard Mitigation Plan (LHMP) Revision	Revise the County/Op Area Multi-jurisdictional Local Hazard Mitigation Plan (LHMP) to address increased threat of natural hazards and identify additional mitigation strategies. Obtain State and FEMA approval.	\$175,000	\$131,250	\$43,750	County General Fund	Eligible	No		TBD	TBD
All	Infrastructure	Fire & Emergency Services	Disaster Recovery Plan	Develop a comprehensive Op Area Disaster Recovery Plan addressing short- and long-term recovery functions, roles & responsibilities, and finance.	\$125,000	\$93,750	\$31,250	County General Fund	Eligible	?		TBD	TBD
All	Infrastructure	Fire & Emergency Services	Community Warning Program	Develop an comprehensive Op Area Community Warning Program addressing threat analysis, situational awareness, technology/procedures, and public education.	\$250,000	\$187,500	\$62,500	County General Fund	Eligible	No	Will be FEMA HMGP 5% project	TBD	TBD
All	Infrastructure	Fire & Emergency Services	Warning Sirens - System	Design and install warning sirens in selected locations. Develop operating, testing, and maintenance procedures.	\$4,000,000	\$3,000,000	\$1,000,000	County General Fund	Eligible	?		TBD	TBD
Fire	Infrastructure/Natural Resources	Fire & Emergency Services	Fire Early Warning and Detection Camera System	create a fire early warning camera system by intalling fire monitoring cameras at 14 locations throughout the County, with associated microwave/tower systems with sufficient bandwidth	\$2,000,000	\$1,500,000	\$500,000	County General Fund, potentially public utilities and County/City partners	Eligible	No	Will be FEMA HMGP 5% project	TBD	TBD
Fire	Infrastructure	Fire & Emergency Services	Collaborative Mapping for Strategic Risk Reduction and Community Safety in Sonoma County's WUI	provide maps of the entire county which will include detailed information necessary for first responders to make good strategic decisions before and during incidents that can help reduce fire spread	\$380,400	\$285,300	\$95,100	County General Fund, potentially in kind Fire District labor	Eligible	No	Priority for FES. Critical project for Sonoma County Fire Chiefs and CalFIRE partners. Will be FEMA HMGP 5% project	TBD	TBD
All	Infrastructure	ISD	Generator for datacenter	Stand-alone generator project to protect critical datacenter facilities that contain emergency 911, computer aided dispatch, communications, and related public safety and emergency response systems.	\$750,000	\$562,500	\$187,000	ISD Accumulated Funds	Eligible	Yes		TBD	TBD
Flood	Infrastructure	TPW	Culvert Improvements to Reduce Flooding	Upsize ~14 culverts in sonoma county to a higher capacity to reduce flooding.	\$3,836,900	\$2,872,675	\$959,225	County General Fund or SB1 potentially	Eligible	Yes		TBD	TBD
All	Infrastructure	ISD	County datacenter infrastructure, utility, and electrical retrofit projects	protective measure retrofits and improvements to IT facilities supporting critical systems, infrastructure, and essential services.	\$1,255,000	\$941,250	\$313,750	ISD Accumulated Funds, and/or County General Fund	Eligible	Yes		TBD	TBD
Fire	Natural Resources	Parks	Oak Savannah Restoration	Douglas fir removal in oak savanna is a proven strategy for reducing fire intensity. Parks where we have already applied this technique burned with lower intensity and were the places where fire fighters held suppression lines. This project includes hiring crews to actively cut and thin Douglas fir from oak woodlands. Crews will use mostly hand tools and some chain saws.	\$1,000,000	\$750,000	\$250,000	CalFIRE	Eligible	Yes	Parks will consider after they develop the DR-4344 application	TBD	TBD

TOTALS \$ 13,772,300.00 \$ 10,324,225.00 \$ 3,442,575.00
 General Fund Match \$ 1,733,350.00

Denied-Infeasible NOIs

Denied NOIs

Mitigation Area	Task Force	Department	Project Title	Project description	Estimated cost (Federal and Local match)	Federal Share	Local Cost Share	Local Cost Share Source	Cost share type	Status	BCA Needed	Notes	Recommendation
All	Infrastructure	Fire & Emergency Services	Disaster Debris Management Plan (DDMP)	Develop a coordinated Op Area Disaster Debris Management Plan (DDMP) that addresses debris estimation, handling, transportation, recycling/disposal, finance, contracting, and public education. Obtain State and FEMA approval.	\$75,000	\$56,250	\$18,750	County General Fund	County General Fund	Denied	-	-	
All	Infrastructure	Fire & Emergency Services	Continuity of Operations/Governme nt (COOP/COG) Plan	Develop an integrated County COOP/COG plan.	\$55,000	\$41,250	\$13,750	County General Fund	County General Fund	Denied	-	-	
All	Infrastructure	Fire & Emergency Services	Warning Sirens - Feasibility Study	Conduct an analysis of the suitability and potential placement of warning sirens in the Op Area for specific hazards/threats.	\$250,000	\$187,500	\$62,500	County General Fund	County General Fund	Denied	-	-	
TOTALS					\$ 380,000.00	\$ 285,000.00	\$ 95,000.00						

Fire Recovery

Bill ID/Topic	Location	Summary	Position
<p>AB 425 Caballero D</p> <p>Timber harvesting plans: exemptions: temporary roads.</p>	<p>SENATE INACTIVE FILE 9/13/2017 - Ordered to inactive file at the request of Senator Hertzberg.</p>	<p>The Z'berg-Nejedly Forest Practices Act of 1973 prohibits a person from conducting timber operations, as defined, unless a timber harvesting plan prepared by a registered professional forester has been submitted to the Department of Forestry and Fire Protection. The act authorizes the State Board of Forestry and Fire Protection to exempt from some or all of those provisions of the act a person engaging in specified forest management activities, including the cutting or removal of trees in compliance with existing law relating to defensible space. In this regard, the act authorizes, until January 1, 2021, the Forest Fire Prevention Pilot Project Exemption if specified conditions are met, including that only trees less than 26 inches in stump diameter, measured at 8 inches above ground level, shall be removed, no new road construction or reconstruction shall occur, and the activities shall be conducted in specified counties. This bill would expand the exemption to allow the construction or reconstruction of temporary roads on slopes of 40% or less if certain conditions are met, including that a registered professional forester designates temporary road locations, landing locations, associated class III watercourse crossings, unstable areas, and connected headwall swales, including convergent slopes, on specified maps. The bill would require, on or before December 31, 2020, the department and the board to review and submit a report to the Legislature on the trends in the use of, compliance with, and effectiveness of, the exemption, including an assessment of the construction or reconstruction of temporary roads. Last Amended on 4/4/2017</p>	
<p>AB 1283 Rodriguez D</p> <p>Mutual aid: reimbursements: volunteer firefighters.</p>	<p>SENATE INACTIVE FILE 9/5/2017 - Withdrawn from committee. Ordered to second reading. Ordered to inactive file at the request of Senator Bradford.</p>	<p>(1)Existing law, the California Emergency Services Act, requires the Governor to coordinate the State Emergency Plan and any programs necessary for the mitigation of the effects of an emergency in this state, as specified. The act authorizes the Governor, with advice of the Office of Emergency Services, to divide the state into mutual aid regions for the more effective application, administration, and coordination of mutual aid and other emergency-related activities. The act requires the Office of Emergency Services, in consultation with relevant local and state agencies, to develop and adopt a state fire service and rescue emergency mutual aid plan as an annex to the State Emergency Plan. This bill would require a nonprofit or public fire department that has volunteer firefighters and receives reimbursement from the federal, state, or local government through a mutual aid request, if the applicable fire agreement is intended to reimburse for personnel costs for work performed associated with firefighting in which the volunteer firefighters of the fire department have participated, to pass through to those volunteers specific reimbursement. The bill would require a fire department that utilizes the services of volunteer firefighters to maintain documentation of reimbursements and allow access to those records as prescribed. The bill would require a fire department to cease using the services of any volunteer firefighter to provide mutual aid response pursuant to the fire agreement who has received pass-through reimbursements that exceed during the fiscal year 20% of the statewide average amount that otherwise would be required to hire a permanent employee to provide the same services and would prohibit such a volunteer from engaging in mutual aid response for the fire department until the following fiscal year. The bill would authorize a volunteer to pursue reimbursement in a civil action if the fire department fails to reimburse the volunteer firefighter in accordance with the bill. By</p>	

		increasing the duties of local officials, this bill would impose a state-mandated local program. This bill contains other existing laws. Last Amended on 8/28/2017	
AB 1740 Daly D Budget Deficit Savings Account.	ASSEMBLY BUDGET 4/26/2018 - From committee: Be re-referred to Com. on BUDGET. Re-referred. (Ayes 8. Noes 0.) (April 26). Re-referred to Com. on BUDGET.	Existing law establishes the various funds in the State Treasury, including the Special Fund for Economic Uncertainties. This bill would establish the Budget Deficit Savings Account in the State Treasury and would provide that funds in the reserve shall be available only for specified purposes, for appropriation by the Legislature in fiscal years in which there is a state budget deficit, as provided. Last Amended on 4/17/2018	
AB 1765 Quirk-Silva D Building Homes and Jobs Act: fee waiver: states of emergency.	ASSEMBLY APPR. 5/9/2018 - Action From H. & C.D.: Do pass as amended. To APPR..	Existing law, the Building Homes and Jobs Act, imposes a charge, except as provided, of \$75 to be paid at the time of the recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, per each single transaction per single parcel of real property, not to exceed \$225. Existing law requires a county recorder to send revenues from the charge to the controller for deposit into a fund in the State Treasury to be expended for various purposes related to homes and jobs. This bill would waive that charge with regard to any real estate instrument, paper, or notice recorded in connection with real property upon which repairs or reconstruction are taking place as a direct result of a disaster for which the Governor has declared a state of emergency. This bill contains other existing laws.	
AB 1772 Aguiar-Curry D Fire insurance: indemnity.	SENATE INS. 5/10/2018 - Referred to Com. on INS.	Existing law defines the measure of indemnity for a loss under an open fire insurance policy and specifies time limits under which an insured must collect the full replacement cost of the loss. In the event of a loss relating to a state of emergency, as defined, existing law establishes a minimum time limit of not less than 24 months from the date that the first payment toward the actual cash value is made during which the insured may collect the full replacement cost of the loss, subject to the policy limit, as specified. This bill would extend the minimum time limit during which an insured may collect the full replacement cost of a loss relating to a state of emergency to 36 months. The bill would require that additional extensions of 6 months be provided to policyholders for good cause under that circumstance. The bill would also require that policy forms used by an insurer be in compliance with these changes on and after July 1, 2019. The bill would also make technical changes. Last Amended on 4/11/2018	
AB 1797 Levine D Residential property insurance.	ASSEMBLY THIRD READING 5/8/2018 - Read second time. Ordered to third reading. 5/14/2018 #68 ASSEMBLY THIRD READING FILE - ASSEMBLY BILLS	Existing law requires a named insured on a residential property insurance policy be provided with a copy of the California Residential Property Insurance Disclosure which sets forth a description of certain types of insurance coverage, such as actual cash value coverage and guaranteed replacement cost coverage, as specified. Existing law also requires every California Residential Property Insurance Disclosure be accompanied by a California Residential Property Insurance Bill of Rights. This bill would require an insurer to provide, on an every other year basis, at the time an offer to renew a policy of residential property insurance is made to the policyholder, an estimate of the cost necessary to rebuild or replace the insured structure that complies with specified existing regulations. The bill would exempt an insurer from this requirement if either the policyholder has requested, within the 2 years prior to the offer to renew the policy, and the insurer has provided, coverage limits greater than the previous limits that the policyholder had selected, or if the insurer has made specified offers to the policyholder. The bill would state its provisions are not intended to change existing law with respect to	

		the duty of a policyholder or applicant to select the coverage limits for a policy of residential property insurance. Last Amended on 5/7/2018	
AB 1799 Levine D Insurance: policy documents.	SENATE INS. 5/10/2018 - Referred to Com. on INS.	Existing law requires an insurer, after a covered loss under a fire insurance policy, to provide the insured with a free copy of his or her policy within 30 calendar days of receiving a request from the insured, but allows the Insurance Commissioner to extend this period. Existing law also provides that an insured who does not experience a covered loss shall, upon request, be entitled to one free copy of his or her policy annually. This bill would specify that the copy of the policy provided shall be a complete copy of the policy in effect at the time of the loss and shall include the full policy, any endorsements to the policy, and the policy declarations page. The bill would authorize an insurer that is not compliant with specified electronic document transmission requirements to provide a copy of the entire policy in electronic form if the covered loss is the result of a state of emergency and the electronic copy is requested by an insured who has not elected to receive electronic documents. The bill would require an insurer that is compliant with those requirements to provide an electronic copy of the entire policy if the same criteria are met. The bill would provide that request by an insured under these circumstances is not a request to receive future electronic communications. Last Amended on 4/12/2018	
AB 1800 Levine D Fire insurance: indemnity.	SENATE INS. 5/10/2018 - Referred to Com. on INS.	Existing law defines the measure of indemnity for a loss under an open fire insurance policy and specifies time limits under which an insured must collect the full replacement cost of the loss. Existing law prohibits, in the event of a total loss of the insured structure, a fire insurance policy issued or delivered in the state from limiting or denying payment of the replacement cost of property if the insured decides to rebuild or replace the property at a location other than the insured premises. Existing law requires the measure of indemnity to be based upon the replacement cost of the insured property and prohibits it from being based upon the cost to repair, rebuild, or replace at a location other than the insured premises. This bill would instead prohibit, in the event of a total loss of an insured structure, a fire insurance policy issued or delivered in this state from containing a provision that limits or denies, on the basis that the insured has decided to rebuild at a new location or to purchase an already built home at a new location, payment of the building code upgrade cost or the replacement cost, including any extended replacement cost coverage, to the extent those costs are otherwise covered by the terms of the policy or any policy endorsement. The bill would prohibit the measure of indemnity from exceeding, rather than requiring it to be based upon, the replacement cost, as specified. Last Amended on 4/12/2018	
AB 1875 Wood D Residential property insurance.	ASSEMBLY APPR. 5/2/2018 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 13. Noes 0.) (May 2). Re-referred to Com. on APPR. 5/16/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair	Existing law generally regulates classes of insurance, including residential property insurance. Under existing law, the California FAIR (fair access to insurance requirements) Plan Association, a joint reinsurance association in which all insurers licensed to write basic property insurance participate, administers a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Existing law requires the association to establish and maintain an Internet Web site and a toll-free telephone number through which a person may receive assistance in applying for basic property insurance. Existing law requires an insurer member of the plan to provide the Internet Web site address and toll-free	

		<p>telephone number to an applicant who is denied coverage. This bill would require the Department of Insurance to establish the California Home Insurance Finder on its Internet Web site to help homeowners connect with an insurance agent or broker for residential property insurance. The bill would require the department to survey agents, brokers, insurers, and appropriate trade associations about inclusion in the finder, and post participants' names, addresses, phone numbers, and Internet Web sites to the finder on or before July 1, 2020. The bill would require the commissioner to use social media and other tools to promote the finder, to create materials in multiple languages, and to develop a pamphlet no later than July 1, 2020, that provides information on how to accurately estimate dwelling replacement costs. The bill would require an agent for an insurer that does not offer, or declines to offer, specified extended replacement cost coverage to disclose specified information to a homeowner, including, on or after July 1, 2020, information about the finder. Last Amended on 4/30/2018</p>	
<p><u>AB 1877</u> <u>Limón D</u></p> <p>Office of Emergency Services: communications: translation.</p>	<p>ASSEMBLY APPR. SUSPENSE FILE 4/25/2018 - In committee: Set, first hearing. Referred to APPR. suspense file.</p>	<p>The California Emergency Services Act establishes the Office of Emergency Services within the Governor's office under the supervision of the Director of Emergency Services and makes the office responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies. Existing law requires the Governor to coordinate a State Emergency Plan, which is in effect in each political subdivision of the state, and requires the governing body of each political subdivision, as defined, to take actions necessary to carry out the provisions of that plan. Existing law defines an "operational area" as an intermediate level of the state emergency services organization, consisting of a county and all political subdivisions within the county area. This bill would require the Office of Emergency Services and the governing body of each political subdivision, including each operational area, to translate any emergency communication into the most commonly spoken language other than English in the impacted county or counties, or, at the option of a county, into one or more languages other than English spoken in the county pursuant to an individualized language assessment of that county. By imposing additional duties on local agencies, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 4/11/2018</p>	
<p><u>AB 1919</u> <u>Wood D</u></p> <p>Price gouging: state of emergency.</p>	<p>ASSEMBLY APPR. SUSPENSE FILE 4/25/2018 - In committee: Set, first hearing. Referred to APPR. suspense file.</p>	<p>Under existing law, upon the proclamation of a state of emergency, as defined, declared by the President of the United States or the Governor, or upon the declaration of a local emergency, as defined, by the executive officer of any county, city, city and county, and for a period of 30 days following that declaration, it is a misdemeanor with specified penalties for a person, contractor, business, or other entity to sell or offer to sell certain goods and services, including housing, for a price that exceeds by 10% the price charged by that person immediately prior to the proclamation of emergency, except as specified. This bill would additionally, upon the proclamation or declaration of an emergency as described above, make it a misdemeanor for a person, business, or other entity to increase the rental price, as defined, advertised, offered, or charged for housing to an existing or prospective tenant by more than 10%. The bill would extend the prohibition with regards to housing for any period that the proclamation or declaration is extended. The bill would additionally make it a misdemeanor for a person, business, or entity to evict a housing tenant after the proclamation of a state of emergency and then</p>	

		rent or offer to rent to another person at a rental price higher than the evicted tenant could be charged. By creating a new crime, this bill would create a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 4/18/2018	
AB 1923 Limón D Residential property insurance: wildfires: consolidated debris removal.	ASSEMBLY APPR. 4/23/2018 - Re-referred to Com. on APPR. 5/16/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair	Existing federal law directs the federal government to provide various forms of assistance to state and local governments that have jurisdiction over a designated area that has been declared a major disaster area, as specified, including the removal of debris from the affected area. Existing federal law generally prohibits providing direct assistance to an individual or private organization for the cost of removing debris from their own property, except as specified. This bill would require an insurer for a residential property insurance policy, if a consolidated debris removal program, in which a residential property owner who has insurance in effect at the time of a wildfire that provides coverage for debris removal voluntarily assigns any rights, benefits, and proceeds for that coverage to a county or designated agency and makes any benefits and proceeds directly payable to that county or designated agency, is implemented following a state of emergency, to provide the assignee with relevant policy and claim information and to issue payment directly to the assignee, as specified. The bill would provide that a residential property owner who makes an assignment by executing a right of entry form is not liable for any additional costs of the debris removal in the designated area in which the debris removal program is implemented. This bill contains other existing laws. Last Amended on 4/19/2018	
AB 1928 McCarty D California Conservation Corps: contracts.	ASSEMBLY APPR. SUSPENSE FILE 4/18/2018 - In committee: Set, first hearing. Referred to APPR. suspense file.	Existing legislative findings and declarations state that the California Conservation Corps offers California a unique opportunity to meet both the goal of increasing understanding and appreciation of the environment and the goal of helping youths become productive adults. Existing law provides that the Legislature reaffirms its intent that the corps' mission includes increasing awareness of and improving our natural resources, and instilling basic skills and a healthy work ethic in California youth, building their character, self-esteem, and self-discipline, and establishing within them a strong sense of civic responsibility and understanding of the value of a day's work for a day's wages. This bill would authorize the corps to enter into a contract with an individual or collective of certified community conservation corps for a project or program that is in furtherance of those legislative findings and declarations.	
AB 1954 Patterson R Timber harvest plans: exemption: reducing flammable materials.	SENATE DESK 5/10/2018 - Read third time. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.	The Z'berg-Nejedly Forest Practices Act of 1973 prohibits a person from conducting timber operations, as defined, unless a timber harvesting plan prepared by a registered professional forester has been submitted to the Department of Forestry and Fire Protection. The act authorizes the State Board of Forestry and Fire Protection to exempt from some or all of those provisions of the act a person engaging in specified forest management activities, including a person engaged in forest management whose activities are limited to the cutting or removal of trees on the person's property in compliance with existing laws relating to defensible space, as provided, and requires the board to adopt regulations to implement this exemption no later than January 1, 2016. Existing law requires the department evaluate the effects of this above exemption and report its recommendations to the Legislature based on that evaluation, as provided. Existing law makes the above exemption inoperative 3 years after the effective date of regulations adopted by the board or no later than January 1, 2019. This bill would extend the	

		inoperative date to January 1, 2022, and would delete the reporting requirement. Last Amended on 4/16/2018	
AB 1956 Limón D Fire prevention activities.	ASSEMBLY APPR. 5/2/2018 - In committee: Hearing postponed by committee. 5/16/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair	Existing law requires the director of the Department of Forestry and Fire Protection to establish a working group, consisting of specified members, to identify potential incentives for landowners to implement prefire activities, as defined, in state responsibility areas and urban wildland communities and to identify all federal, state, or local programs, private programs, and any other programs requiring a cost share that involves prefire activities. This bill would revise and recast this law to, among other things, revise the membership and duties of the working group. This bill contains other related provisions and other existing laws. Last Amended on 4/16/2018	
AB 2089 Mathis R Volunteer firefighters: background checks.	ASSEMBLY APPR. SUSPENSE FILE 5/9/2018 - In committee: Set, first hearing. Referred to APPR. suspense file.	The Fire Protection District Law of 1987 provides for the formation and administration of fire protection districts. Under that law, district employees include volunteer firefighters. This bill would amend those provisions to authorize the chief of a fire protection district or a fire company to conduct background checks on applicants for volunteer firefighter status with the district or fire company, as prescribed, and, if such a background check is conducted, would require the chief to identify an applicant who is determined to be a registered sex offender or to have committed or been convicted of specific offenses. This bill contains other existing laws. Last Amended on 4/26/2018	
AB 2091 Grayson D Fire prevention: prescribed burns.	ASSEMBLY APPR. 4/24/2018 - Measure version as amended on April 16 corrected. 5/16/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair	(1)Existing law establishes in the Department of Forestry and Fire Protection the State Board of Forestry and Fire Protection consisting of 9 members appointed, selected, and approved for appointment on the basis of their educational and professional qualifications and their general knowledge of, interest in, and experience with, among other things, forest management practices. This bill would rename the board the State Board of Forestry and Fire Prevention and Protection. The bill would additionally require members to have general knowledge of, interest in, and experience with fire prevention. The bill would require at least one member to be selected with a background and understanding of fire prevention, including prescribed fire. The bill would require the board to appoint a prescribed fire advisory committee, as provided, and would require the advisory committee to consult with the board on prescribed fire issues under consideration by the board, including the development of a certificate of specialization, as provided. This bill contains other related provisions and other existing laws. Last Amended on 4/16/2018	
AB 2102 Rodriguez D State of emergency: out-of-state aid: reciprocity.	ASSEMBLY CONSENT CALENDAR 5/10/2018 - Read second time. Ordered to Consent Calendar. 5/14/2018 #120 ASSEMBLY CONSENT CALENDAR 1ST DAY-ASSEMBLY BILLS	Existing law, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, establishes the Emergency Medical Services Authority and provides for the certification of emergency medical personnel, as specified. The authority is responsible for the coordination and integration of all statewide activities concerning emergency medical services. This bill would require the authority to establish training standards and licensing reciprocity procedures for out-of-state fire and paramedic personnel who render aid in this state on a temporary basis during a declared state of emergency. Last Amended on 3/23/2018	
AB 2112 Santiago D Federal 21st	ASSEMBLY APPR. SUSPENSE FILE 4/25/2018 - In committee: Set, first hearing. Referred to APPR. suspense file.	Existing law establishes the State Department of Health Care Services within the California Health and Human Services Agency and sets forth the powers and duties of the department with regard to the administration and state oversight of mental health and substance use disorder functions and programs in this state, and the Medi-Cal program.	

Century Cures Act: community-based crisis response plan: grant.		Existing law authorizes the State Department of Health Care Services to enter into exclusive or nonexclusive contracts, or to amend existing contracts, on a bid or negotiated basis for the purpose of administering or implementing any federal grant awarded pursuant to the federal 21st Century Cures Act. This bill would require the State Department of Health Care Services to develop and submit an application to solicit a grant under the federal authority described above to develop a community-based crisis response plan and would require the grant application to include, at a minimum, a plan for specified objectives. The bill would require the department to confer with specified stakeholders in developing its grant proposal and application. The bill would require the department, if awarded a grant, to submit to the United States Secretary of Health and Human Services, at the time and in the manner, and containing the information, as the Secretary may reasonably require, a report, including an evaluation of the effect of that grant on, among other things, local crisis response services and measures for individuals receiving crisis planning and early intervention supports. The bill would also require the department to submit a copy of this report to the Legislature. This bill contains other existing laws.	
AB 2120 Quirk D Wildfires.	ASSEMBLY APPR. SUSPENSE FILE 5/2/2018 - In committee: Set, first hearing. Referred to APPR. suspense file.	Existing law imposes various limitations on emissions of air contaminants for the control of air pollution from vehicular and nonvehicular sources. Existing law requires the State Air Resources Board to promulgate guidelines for the regulation and control of agricultural burning for each of the air basins established by the state board. Existing law requires the guidelines to be based in part on the probable effect of burning on the ambient air quality within the air basins affected. This bill would require the state board to annually report on the air pollutant emissions following an unplanned wildfire that has burned 10,000 acres or more, as specified. The bill would require the state board to post the annual report on its Internet Web site in a publicly accessible format. Last Amended on 4/12/2018	
AB 2126 Eggman D California Conservation Corps: forestry corps program.	ASSEMBLY APPR. SUSPENSE FILE 4/18/2018 - In committee: Set, first hearing. Referred to APPR. suspense file.	Existing law establishes the California Conservation Corps in the Natural Resources Agency and requires the corps to implement and administer the conservation corps program. Existing law requires the Governor to appoint a director to act as the administrative officer of the corps. Existing law authorizes the director to employ special corps members without regard to their ages so that the corps may draw upon their special skills that may contribute to the attainment of the objectives of the program. Existing law provides that these special members may be assigned to headquarters, as well as field positions. This bill would require the director, no later than July 1, 2019, to establish a forestry corps program to accomplish certain objectives including developing and implementing forest health projects, as provided, and establishing forestry corps crews. The bill would require the director, no later than January 1, 2020, to establish 2 forestry corps crews, one to be based at the Delta Center and the other at the Inland Empire Center. This bill contains other related provisions. Last Amended on 3/15/2018	
AB 2228 Wood D Education finance: school	ASSEMBLY APPR. SUSPENSE FILE 4/18/2018 - In committee: Set, first hearing. Referred to APPR. suspense file.	Existing law establishes a public school financing system that requires state funding for county superintendents of schools, school districts, and charter schools to be calculated pursuant to a local control funding formula, as specified. Existing law provides that if the average daily attendance of a school district, county office of education, or charter school has been materially decreased during any fiscal year because of specified emergencies, that fact shall be established to the satisfaction of the Superintendent of Public Instruction	

<p>apportionments: wildfire mitigation.</p>		<p>by affidavits of the members of the governing board or body of the school district, county office of education, or charter school and the county superintendent of schools. Existing law provides that in the event of a state of emergency declared by the Governor in a county, which causes a decrease in the average daily attendance in the county for a school district, county office of education, or charter school, the Superintendent shall determine the length of period during which average daily attendance has been reduced by the state of emergency. Existing law requires the Superintendent to estimate the average daily attendance for the fiscal year in a manner that credits to the school district, county office of education, or charter school, for determining the apportionments to be made to it, approximately the total average daily attendance that would have been credited to the school district, county office of education, or charter school had the emergency not occurred. Existing law requires the Superintendent, on or before February 20 of each year, to make the first principal apportionment and, on or before July 2 of each year, to make the 2nd principal apportionment to each local educational agency. This bill would require, if the average daily attendance of an eligible local educational agency has been materially decreased during the 2018–19 and 2019–20 fiscal years, the fact of a material decrease to be established to the satisfaction of the Superintendent by affidavits of the members of the governing board or body of the local educational agency and the county superintendent of schools. The bill, for purposes of these provisions, would define “eligible local educational agency” to mean a school district, county office of education, or charter school that is located within a county for which a state of emergency was declared by the Governor during the 2017 calendar year in response to wildfires, and, for purposes of these provisions, would define “material decrease” to mean a decrease in average daily attendance attributable to the dislocation of pupils’ families due to the conditions that led to the declaration of a state of emergency. The bill would require the Superintendent to estimate, for the 2018–19 and 2019–20 fiscal years, the total average daily attendance that would have been credited to the eligible local educational agency for purposes of receiving apportionments from the State School Fund had the emergency not occurred, excluding any average daily attendance credited pursuant to existing law. The bill would require the Superintendent to make a supplemental apportionment to an eligible local educational agency in an amount that credits to the eligible local educational agency the apportionment the eligible local educational agency would have received from the State School Fund based on the average daily attendance the eligible local educational agency lost, as adjusted according to a specified schedule. The bill would appropriate an amount sufficient to fulfill the purposes of these provisions from the General Fund to the Superintendent to be apportioned pursuant to these provisions, as specified. The bill would repeal these provisions on January 1, 2021. This bill contains other existing laws. Last Amended on 4/3/2018</p>	
<p>AB 2229 Wood D</p> <p>Residential property insurance: disclosures.</p>	<p>SENATE INS. 5/10/2018 - Referred to Com. on INS.</p>	<p>Existing law requires a named insured on a residential property insurance policy be provided with a copy of the California Residential Property Insurance Disclosure, which sets forth a description of certain types of insurance coverage, such as actual cash value coverage and guaranteed replacement cost coverage. Existing law also requires every California Residential Property Insurance Disclosure be accompanied by a California Residential Property Insurance Bill of Rights. This bill would require a California Residential Property Insurance Disclosure that is provided on and after January 1, 2020, to</p>	

		include any fire safety-related discounts offered by the insurer. Last Amended on 4/12/2018	
<p>AB 2238 Aguiar-Curry D</p> <p>Local agency formation: regional housing need allocation: fire hazards: local health emergencies: hazardous and medical waste.</p>	<p>SENATE DESK 5/10/2018 - Read third time. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.</p>	<p>(1)Existing law, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, provides the authority and procedures for the initiation, conduct, and completion of changes of organization and reorganization of cities and districts. The act specifies the factors that a local agency formation commission is required to consider in the review of a proposal for a change of organization or reorganization, including, among other things, the proposal's consistency with city or county general and specific plans. This bill would additionally require the commission to consider information contained in a local hazard mitigation plan, information contained in a safety element of a general plan, and any maps that identify land as a very high fire hazard zone or maps that identify land determined to be in a state responsibility area if it is determined that such information is relevant to the area that is the subject of the proposal. By adding to the duties of local agency formation commissions in reviewing a change of organization or reorganization, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 4/3/2018</p>	
<p>AB 2252 Limón D</p> <p>State grants: state grant administrator.</p>	<p>ASSEMBLY APPR. SUSPENSE FILE 4/11/2018 - In committee: Set, first hearing. Referred to APPR. suspense file.</p>	<p>Existing law establishes the State Clearinghouse as the office designated by the Governor as the clearinghouse for information from the federal Office of Management and Budget in accordance with federal law. Existing law establishes a federal grant administrator, within the State Clearinghouse, who is designated by the Governor and authorized to serve as a primary point of contact for information on federal grants related to community, economic, and local development, and serve as a coordinator to manage and maximize federal grant opportunities within the state, as provided. Existing law further authorizes the federal grant administrator to maintain information on the Office of Planning and Research's Internet Web site relating to federal grants. Existing law requires the federal grant administrator, on or before January 1, 2018, and annually thereafter, to prepare a summary of federal grant funding to the state that includes, among other performance metrics, the total federal dollars received by the state through federal grants during the report year. This bill would establish, within the Government Operations Agency, a state grant administrator who is designated by the Governor to serve as the state's primary point of contact for information on grants provided by state agencies. The bill would authorize the state grant administrator, among other things, to support the establishment of a statewide network of individuals who serve as point of contact for state grant opportunities in state agencies. The bill would authorize the state grant administrator to develop and maintain information on the Government Operations Agency's Internet Web site related to new state grant opportunities, grant management best practices, and other resources to support the ability of entities, including, but not limited to, local governments and nonprofit organizations, to apply and manage state grants. The bill would require state agencies that provide grants to provide grant information for the Internet Web site as determined by the state grant administrator. The bill would require the state grant administrator, on or before June 30, 2020, and annually thereafter, to prepare a summary of state grant funding, as specified. Last Amended on 4/3/2018</p>	

<p><u>AB 2333</u> <u>Wood D</u></p> <p>Office of Emergency Services: behavioral health response.</p>	<p>ASSEMBLY APPR. SUSPENSE FILE 5/9/2018 - In committee: Set, first hearing. Referred to APPR. suspense file.</p>	<p>The California Emergency Services Act establishes the Office of Emergency Services within the Governor's office under the supervision of the Director of Emergency Services and makes the office responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies. Existing law authorizes the Governor, or the director when the governor is inaccessible, to proclaim a state of emergency under specified circumstances. This bill would establish a behavioral health deputy director within the Office of Emergency Services to ensure individuals have access to necessary mental and behavioral health services and supports in the aftermath of a natural disaster or declaration of a state of emergency and would require the deputy director to collaborate with the Director of Health Care Services to coordinate the delivery of trauma-related support to individuals affected by a natural disaster or state of emergency. The bill would require the Director of Health Care Services, in collaboration with the Office of Emergency Services, to immediately request necessary federal and state waivers to ensure the provision of health care services, as specified, during a natural disaster or declared state of emergency. Last Amended on 4/3/2018</p>	
<p><u>AB 2346</u> <u>Quirk D</u></p> <p>Public utilities: rates: wildfire expense memorandum accounts.</p>	<p>ASSEMBLY APPR. 5/9/2018 - In committee: Hearing postponed by committee.</p> <p>5/16/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair</p>	<p>Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations and gas corporations. Existing law authorizes the commission to fix the rates and charges for every public utility, and requires that those rates and charges be just and reasonable. Existing law requires the commission to authorize public utilities to establish catastrophic event memorandum accounts and to record certain costs in those accounts. This bill would require the commission to authorize public utilities to establish wildfire expense memorandum accounts for costs relating specifically to the 2017 California wildfires and to record certain costs in those accounts. The bill would provide that this authorization does not authorize the recovery in rates of those costs recorded in the accounts. This bill contains other existing laws. Last Amended on 4/18/2018</p>	
<p><u>AB 2380</u> <u>Aguiar-Curry D</u></p> <p>Fire protection: privately contracted private fire prevention resources.</p>	<p>ASSEMBLY APPR. 5/1/2018 - Re-referred to Com. on APPR.</p> <p>5/16/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair</p>	<p>Existing law provides that fire companies in unincorporated and incorporated towns may be organized, as provided, and be subject to specified provisions and requirements. Existing law provides that the city council of an incorporated city may, by ordinance, regulate the formation and continued existence of fire companies providing service within its city. Existing law establishes in state government, within the office of the Governor, the Office of Emergency Services. Existing law requires the office to be responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, including responsibility for activities necessary to prevent, respond to, recover from, and mitigate the effects of emergencies and disasters to people and property. This bill would require the office, in collaboration with the Department of Forestry and Fire Protection, to develop standards and regulations for any privately contracted private fire prevention resources operating during an active fire incident in the state, and to develop regulations to govern the use of equipment used by privately contracted private fire prevention resources during an active fire incident, as provided. The bill would authorize the office to levy a fine not to exceed \$5,000 for any violation of the above provisions or regulations adopted thereto, as provided. Last Amended on 4/30/2018</p>	

<p><u>AB 2429</u> <u>Caballero D</u></p> <p>Insurance: time-limited demands.</p>	<p>ASSEMBLY JUD. 4/25/2018 - In committee: Set, first hearing. Hearing canceled at the request of author.</p>	<p>Existing law regulates insurance and the business of insurance in this state. Existing law specifies various acts that are defined as unfair methods of competition and deceptive acts or practices in the business of insurance, including knowingly committing or performing certain acts with such frequency as to indicate a general business practice of unfair claims settlement practices. This bill would declare that it is the policy of the state that prompt settlements of civil actions and insurance claims are encouraged as beneficial to claimants, policyholders, and insurers. The bill would require a time-limited demand, as defined, to be in writing and to include specified information, including the time period within which the offer remains open, the entire amount of monetary payment requested for a full and final settlement of the claim, and an offer of a full and final unconditional release from all present and future liability arising out of the occurrence giving rise to the claim. The bill would also require the time-limited demand to include specified documentation to support the claim for damages. The bill would authorize an insurer to accept the time-limited demand by providing written acceptance of the material terms within the time period set forth in the demand. Last Amended on 3/15/2018</p>	
<p><u>AB 2551</u> <u>Wood D</u></p> <p>Forest and Wildland Health Improvement and Fire Prevention Program: joint prescribed burning operations.</p>	<p>ASSEMBLY APPR. 5/1/2018 - Re-referred to Com. on APPR.</p> <p>5/16/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair</p>	<p>Existing law requires the Department of Forestry and Fire Prevention to implement various fire prevention programs intended to protect forest resources and prevent uncontrolled wildfires. The California Global Warming Solutions Act of 2006 requires all moneys, except for fines and penalties, collected by the State Air Resources Board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund and to be available, upon appropriation by the Legislature, as specified, for greenhouse gas emissions reduction activities. This bill would require the department to establish, implement, and administer the Forest and Wildland Health Improvement and Fire Prevention Program, as prescribed. The bill would require the department to take specified actions to implement and administer programs that are intended to promote forest and wildland health, restoration, and resilience, and improve fire outcomes, prevention, and preparedness throughout the state. The bill would also require the department, to the extent feasible, to collaborate with the Department of Corrections and Rehabilitation to utilize correctional officers and conservation crews for vegetation management and fire prevention activities. This bill contains other related provisions. Last Amended on 4/30/2018</p>	
<p><u>AB 2576</u> <u>Aguiar-Curry D</u></p> <p>Emergencies: healthcare.</p>	<p>ASSEMBLY APPR. 4/30/2018 - Re-referred to Com. on APPR.</p> <p>5/16/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair</p>	<p>(1)Existing law, the California Emergency Services Act, authorizes the Governor to proclaim a state of emergency, and local officials and local governments to proclaim a local emergency, when specified conditions of disaster or extreme peril to the safety of persons and property exist, and authorizes the Governor or the appropriate local government to exercise certain powers in response to that emergency. Existing law authorizes the Governor, during a state of emergency, to direct all state agencies to utilize and employ state personnel, equipment, and facilities to perform activities that are designed to prevent or alleviate actual and threatened damage due to that emergency. Existing law authorizes a state agency so directed to expend any of the moneys that have been appropriated to it in order to perform that activity. This bill would authorize the Governor, during a state of emergency, to direct all state agencies to utilize, employ, and direct state personnel, equipment, and facilities for the performance of any and all activities that are designed to allow community clinics and health centers to provide and</p>	

		receive reimbursement for services provided during or immediately following the emergency. The bill would authorize any agency directed by the Governor to perform those activities to expend any of the moneys that have been appropriated to it in order to perform those activities, irrespective of the particular purpose for which the money was originally appropriated. This bill contains other related provisions and other existing laws. Last Amended on 4/26/2018	
AB 2594 Friedman D Fire insurance.	SENATE DESK 5/10/2018 - Read third time. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.	Existing law generally regulates fire insurance and county mutual fire insurers. Existing law prescribes the standard form for a fire insurance policy or county fire insurance policy. Existing law imposes a 12-month statute of limitations in which to bring suit under a fire insurance policy or a county fire insurance policy after a loss. Existing law makes it a misdemeanor for an insurer or agent to countersign or issue a fire policy that varies from the California standard form of policy. This bill would revise the standard forms of policy and extend the period in which to bring suit to 24 months after the inception of the loss if the loss is related to a state of emergency, as specified. By expanding the scope of an existing crime, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 4/11/2018	
AB 2645 Patterson R Greenhouse Gas Reduction Fund: forestry and fire prevention.	ASSEMBLY NAT. RES. 4/23/2018 - In committee: Set, first hearing. Hearing canceled at the request of author.	The California Global Warming Solutions Act of 2006 designates the State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. The act authorizes the state board to include use of market-based compliance mechanisms. Existing law requires all moneys, except for fines and penalties, collected by the state board as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund and to be available upon appropriation. Existing law continuously appropriates 35% of the annual proceeds of the fund for transit, affordable housing, and sustainable communities programs and 25% of the annual proceeds of the fund for certain components of a specified high-speed rail project. This bill, beginning in the 2019–20 fiscal year, would continuously appropriate \$74,805,000 from the fund annually to the Department of Forestry and Fire Protection for purposes of fire prevention activities that reduce greenhouse gas emissions. This bill also, beginning in the 2019–20 fiscal year, would continuously appropriate \$450,000,000 from the fund annually to the Department of Forestry and Fire Protection for state and local healthy forest and fire prevention programs and projects that improve forest health and reduce greenhouse gas emissions, for vegetation management projects of local entities that will reduce greenhouse gas emissions and maximize certain cobenefits, for the implementation of memorandums of understanding regarding federal lands for vegetation management that will reduce greenhouse gas emissions and maximize certain cobenefits, and for resource management, to be allocated as specified. This bill contains other existing laws.	
AB 2672 Patterson R California Global Warming Solutions Act of 2006: wildfires.	ASSEMBLY APPR. SUSPENSE FILE 5/9/2018 - In committee: Set, first hearing. Referred to APPR. suspense file.	The California Global Warming Solutions Act of 2006 designates the State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. The state board is required to approve a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by 2030. This bill would require the state board, in consultation with the Department of Forestry and Fire Protection, to annually submit a specified report to the Legislature that includes, among other things, an estimate of the	

		annual emissions of greenhouse gases associated with wildfires in the state that have burned 10,000 acres or more and a direct comparison of that estimate to the emissions of greenhouse gases offset by the state board's applicable regulatory programs.	
AB 2687 Quirk-Silva D Office of Small Business.	ASSEMBLY APPR. 4/30/2018 - Re-referred to Com. on APPR. 5/16/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair	Existing law establishes the Office of Small Business Advocate within the Governor's Office of Business and Economic Development, also known as GO-Biz, and prescribes the duties and functions of the Small Business Advocate, who is also the Director of the Office of Small Business Advocate. Among these duties, the director is to serve as the principal advocate in the state on behalf of small businesses and to represent the views and interests of small businesses before other state agencies policies and activities of which may affect small businesses. This bill would specify that the Small Business Advocate is the Deputy Director of the Office of Small Business Advocate. The bill would revise the functions and duties of the advocate, including requiring the advocate to collaborate with the Office of Small Business and Disabled Veteran Business Enterprise Services in their activities under the Small Business Procurement Act and to post a variety of information related to small business activities on the GO-Biz Internet Web site or the advocate's Internet Web site. Among other things, the bill would require the advocate to be prepared for designation by the Office of Emergency Services to serve as an official liaison between small businesses impacted by a state of emergency and other government and nonprofit service providers and to assist in the state emergency recovery, response, and preparedness efforts related to small businesses. Last Amended on 4/26/2018	
AB 2727 Flora R Personal income taxes: credit: firefighters.	ASSEMBLY APPR. SUSPENSE FILE 4/25/2018 - In committee: Set, first hearing. Referred to APPR. suspense file.	The Personal Income Tax Law authorizes various credits against the taxes imposed by that law. This bill would authorize a credit against that tax for each taxable year beginning on and after January 1, 2019, and before January 1, 2024, in an amount equal to 35% or 80% of the amount paid or incurred by a qualified firefighter during the taxable year for qualified firefighter expenses, as defined, and would limit the amount of the credit allowed to a taxpayer for each taxable year to \$1,500. This bill contains other related provisions. Last Amended on 4/10/2018	
AB 2811 Flora R SMART Firefighting for the 21st Century	ASSEMBLY APPR. SUSPENSE FILE 5/2/2018 - In committee: Set, first hearing. Referred to APPR. suspense file.	Existing law, the Fire Fighting Thermal Imaging Equipment Act of 2001, establishes in the Office of Emergency Services the thermal imaging equipment purchasing program and requires the office to acquire firefighting thermal imaging equipment on behalf of local and state agencies that provide fire suppression services and are interested in obtaining this equipment. Existing law requires the Director of Emergency Services to establish an advisory committee in this connection and seek funding for the program from the private sector. The bill would revise those provisions and rename that act the Firefighting for the 21st Century Act of 2018 and would create within the Office of Emergency Services the SMART Firefighting for the 21st Century Pilot Program for the purpose of providing grants to local and state agencies to acquire and utilize SMART firefighting equipment. The bill would require the office to choose no more than five pilot locations, with at least one in a rural area, one in a suburban area, and one in an urban area, and a fire department selected in each location. Last Amended on 3/22/2018	
AB 2889 Caballero D	ASSEMBLY APPR. 5/1/2018 - Re-referred to Com. on APPR.	Existing law prohibits a person, as defined, from conducting timber operations, as defined, unless a timber harvesting plan that meets specified requirements and is prepared by a professional forester for those operations has been submitted to the Department of	

Timber harvesting plans: guidance and assistance.		Forestry and Fire Protection. Existing law requires the department to review, approve, or require the modification of, timber harvesting plans in accordance with prescribed procedures. This bill would require the department to provide guidance and assistance to ensure the uniform and efficient implementation of processes and procedures regulating the filing, review, approval, required modification, completion, and appeal of decisions relating to timber harvesting plans, as provided. The bill would also require the department to issue guidance to achieve greater timber harvesting plan review accuracy and efficiency and to avoid duplication of efforts, as provided. Last Amended on 4/30/2018	
<u>AB 2896</u> <u>Kiley R</u> Fire prevention: state parks: fire hazard reduction.	ASSEMBLY APPR. 5/2/2018 - Re-referred to Com. on APPR. 5/16/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair	Existing law requires a person who owns, leases, controls, operates, or maintains an occupied dwelling or occupied structure in, upon, or adjoining a mountainous area, forest-covered land, brush-covered land, grass-covered land, or land that is covered with flammable material within a very high fire hazard severity zone to at all times maintain defensible space of 100 feet from each side and from the front and rear of the structure, as provided. Existing law vests control of the state park system with the Department of Parks and Recreation. Existing law provides that the department has the right to remove and dispose of debris deposited on public beaches, waterways, or lands within the state park system when the deposits create a hazard or impediment to public safety, enjoyment, and use of the public beach, waterway, or land. This bill would, until January 1, 2023, require the department, upon request by a private property owner or by an agency of local government or a local official, to reduce surface fuels or other fire hazards on the department's property that are within 300 feet of a structure on the land of the property owner or local government, as provided. The bill would require the department, in consultation with the Department of Forestry and Fire Protection, to determine the necessary amount of surface fuel or fire hazard reduction work, as prescribed. Last Amended on 5/1/2018	
<u>AB 2898</u> <u>Gloria D</u> Emergency services: local emergencies.	ASSEMBLY CONSENT CALENDAR 5/10/2018 - From committee: Do pass. To Consent Calendar. (Ayes 9. Noes 0.) (May 9). 5/14/2018 #15 ASSEMBLY SECOND READING FILE -- ASSEMBLY BILLS	Existing law, the California Emergency Services Act, establishes the Office of Emergency Services and vests the office with responsibility for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, as specified. The act also prescribes a process for the declaration of a local emergency and permits a local emergency to be proclaimed only by the governing body of a city or county or by an official designated by ordinance adopted by that governing body. Existing law requires the governing body to review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency. This bill would instead require review of a local emergency by the governing body, as described above, to occur at least once every 60 days.	
<u>AB 2910</u> <u>Wood D</u> Public Utilities Commission: telecommunications service: natural disasters: reports.	ASSEMBLY APPR. SUSPENSE FILE 5/2/2018 - In committee: Set, first hearing. Referred to APPR. suspense file.	Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including telephone corporations. Existing law requires the commission, in consultation with the Office of Emergency Services, to identify the need for telecommunications service systems not on customers' premises to have backup electricity to enable telecommunications networks to function, and to enable customers to contact a public safety answering point operator during an electrical outage, to determine performance criteria for backup systems, and to determine whether specified best practices for backup systems have been implemented by telecommunications service	

		providers operating in California. Existing law requires the commission to report various information to the Legislature. This bill would require the commission to annually submit a report to the appropriate policy committees of the Legislature on telecommunications service providers' efforts, and resources used, to restore telecommunications service outages caused by, and to repair or replace related network infrastructure or facilities that were damaged by, a natural disaster for which the Governor declared either a state of emergency or a local emergency, as specified. The bill would authorize the commission to require telecommunications service providers to collect and forward to the commission any relevant information for these purposes. This bill contains other related provisions and other existing laws. Last Amended on 4/17/2018	
AB 2911 Friedman D Fire safety.	ASSEMBLY APPR. 5/9/2018 - In committee: Hearing postponed by committee. 5/16/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair	(1)Existing law requires, no later than January 1, 2005, the State Fire Marshal, in consultation with the Director of Forestry and Fire Protection and the Director of Housing and Community Development, to recommend building standards that provide for comprehensive site and structure fire risk reduction to protect structures from fires spreading, as provided. This bill would require the State Fire Marshal, no later than January 31, 2020, in consultation with the Director of Forestry and Fire Protection and the Director of Housing and Community Development, to recommend updated building standards that provide for comprehensive site and structure fire risk reduction to protect structures from fires spreading, as specified, based on lessons learned from the wildfires of 2017 and to develop a list of low-cost retrofits that provide for comprehensive site and structure fire risk reduction, as provided. This bill contains other related provisions and other existing laws. Last Amended on 4/18/2018	
AB 2913 Wood D Building standards: building permits: expiration.	ASSEMBLY H. & C.D. 5/9/2018 - Action From H. & C.D.: Do pass as amended.	A provision of the California Building Standards Law specifies that a local ordinance adding or modifying building standards for residential occupancies, published in the California Building Standards Code, applies only to an application for a building permit submitted after the effective date of the ordinance and to plans and specifications for, and the construction performed under, that permit, unless, among other reasons, the permit is subsequently deemed expired because the building or work authorized by the permit is not commenced within 180 days from the date of the permit, or the permittee has suspended or abandoned the work authorized by the permit at any time after the work is commenced. This bill would provide that a permit would remain valid if the work on the site authorized by that permit is commenced within 3 years after its issuance, or if the work authorized on the site by the permit is suspended or abandoned for a period of up to 3 years after the time the work is commenced. The bill would authorize the building official to grant, in writing, one or more extensions of time for periods of not more than 180 days per extension upon a written request by the permittee that demonstrates justifiable cause for the extension. The bill would also make conforming changes to the above-described provisions.	
AB 2915 Caballero D Workforce development boards: mutual	ASSEMBLY APPR. SUSPENSE FILE 4/18/2018 - In committee: Set, first hearing. Referred to APPR. suspense file.	Existing law, the California Workforce Innovation and Opportunity Act, establishes the California Workforce Development Board as the body responsible for assisting the Governor in the development, oversight, and continuous improvement of California's workforce investment system and the alignment of the education and workforce investment systems to the needs of the 21st century economy and workforce. That act requires the establishment of a local workforce development board in each local	

<p>disaster aid assistance: memorandum of understanding.</p>		<p>workforce development area of the state to, among other things, develop effective linkages with employers in the region to support employer utilization of the local workforce development system and to support local workforce investment activities. This bill would require the board, by April 1, 2019, to convene a working group to develop a memorandum of understanding to coordinate mutual aid assistance among local workforce development boards in the event that a local workforce development board needs additional assistance in disaster relief efforts or activities in that local workforce development area. The bill would require the working group to consist of local workforce development boards that choose to participate in it. This bill would require the memorandum of understanding to include best practices and baseline qualifications for employees of a local workforce development board who may be responding to a request for assistance in the event of a disaster. This bill contains other related provisions. Last Amended on 3/22/2018</p>	
<p>AB 2916 Grayson D</p> <p>Property tax revenue allocations: qualified fire protection districts.</p>	<p>ASSEMBLY L. GOV. 4/17/2018 - In committee: Set, first hearing. Hearing canceled at the request of author.</p>	<p>Existing property tax law requires the county auditor, in each fiscal year, to allocate property tax revenue to local jurisdictions in accordance with specified formulas and procedures, and generally requires that each jurisdiction be allocated an amount equal to the total of the amount of revenue allocated to that jurisdiction in the prior fiscal year, subject to certain modifications, and that jurisdiction's portion of the annual tax increment, as defined. This bill, for the 2020–21 to 2024–25 fiscal years, inclusive, would require the auditor of a county in which a qualified fire protection district, as defined, is located to increase the total amount of ad valorem property tax revenue that is otherwise required to be allocated to each qualified fire protection district by the fire protection district equity amount, as defined, and to commensurately reduce the total amount of ad valorem property tax revenue otherwise required to be allocated among all other local agencies in the county that are not fire protection districts by the fire protection district equity amount. The bill, on or before January 1, 2020, would require the Office of Emergency Services to identify which fire protection districts in the state are qualified fire protection districts and to determine what amount of additional ad valorem property tax revenues are necessary for the qualified fire protection district to provide effective services for the district. The bill would require the Office of Emergency Services to report these amounts to the auditor of each county in which a qualified fire protection district is located. By changing the manner in which ad valorem property tax revenues are allocated by local government officials, this bill would impose a state-mandated local program. This bill contains other existing laws. Last Amended on 3/22/2018</p>	
<p>AB 2941 Berman D</p> <p>Health care coverage: state of emergency.</p>	<p>ASSEMBLY CONSENT CALENDAR 5/10/2018 - Read second time. Ordered to Consent Calendar.</p> <p>5/14/2018 #148 ASSEMBLY CONSENT CALENDAR 1ST DAY-ASSEMBLY BILLS</p>	<p>Existing law, the Knox-Keene Health Care Service Plan Act of 1975 (Knox-Keene), provides for the licensure and regulation of health care service plans by the Department of Managed Health Care, and makes a willful violation of the act a crime. Existing law provides for the regulation of health insurers by the Department of Insurance. Existing law requires the Department of Managed Health Care and the Insurance Commissioner to adopt regulations to ensure enrollees and insureds have access to needed health care services in a timely manner, and requires a health care service plan contract or health insurance policy to provide information to an enrollee or insured regarding the standards for timely access to care. This bill would require a health care service plan or health insurer to provide its enrollees or insureds who have been displaced by a state of</p>	

		emergency, as defined, access to medically necessary health care services, as specified. The bill would require a health care service plan or health insurer, within 48 hours of a declaration of emergency by the Governor that displaces or has the immediate potential to displace enrollees or insureds, to file a notification with the appropriate department, containing specified information regarding how the plan or insurer is addressing the needs of its enrollees or insureds during the state of emergency. Because a willful violation of the bill's requirements relative to health care service plans would be a crime, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 4/18/2018	
AB 2966 Aguiar-Curry D Disaster relief.	ASSEMBLY APPR. SUSPENSE FILE 4/18/2018 - In committee: Set, first hearing. Referred to APPR. suspense file.	The California Disaster Assistance Act provides that the state share for disaster project allocations to local agencies is no more than 75% of total state eligible costs, except for specified events for which the state share is up to 100% of state eligible costs. This bill would provide that the state share for the removal of dead and dying trees in connection with the Governor's proclamation of a state of emergency issued on October 30, 2015, is no more than 90% of total state eligible costs.	
AB 3166 Burke D Insurance: residential property insurance: requirements upon nonrenewal.	ASSEMBLY INS. 3/12/2018 - Referred to Com. on INS.	Existing law generally regulates the issuance of fire insurance on property within the state. Existing law requires all fire policies to be written on a standard form, as specified. Existing law also requires all insurers providing a policy of residential property insurance to provide specified disclosures to the insured. Existing law prohibits an insurer from canceling or refusing to renew a policy of an insured that has suffered a loss, as specified, within certain time limits. Existing law also creates the Fair Access to Insurance Requirements or FAIR Plan Association to formulate and administer a program that equitably apportions among insurers, basic plans of insurance for property owners who, after diligent effort, are unable to procure such insurance through normal channels from an admitted insurer or a surplus line broker. Existing law requires a broker or agent to provide assistance, as specified, to a person seeking help in obtaining coverage. This bill would require specified insurers who fail to renew or offer renewal of a policy of residential property insurance to make certain notifications to a policyholder regarding other options he or she may have, including information about the FAIR plan.	
AB 3257 Committee on Natural Resources Natural resources.	ASSEMBLY APPR. SUSPENSE FILE 5/2/2018 - In committee: Set, first hearing. Referred to APPR. suspense file.	(1)Existing law requires the Attorney General to commence and prosecute to final judgment, and to defend, certain actions relating to the collection of specified charges in connection with oil and gas conservation laws, as provided in an obsolete provision. This bill would delete obsolete references in these provisions. This bill contains other related provisions and other existing laws. Last Amended on 4/16/2018	
ACA 24 Waldron R Property taxation: transfer of base year value: disaster relief.	ASSEMBLY PRINT 2/15/2018 - From printer. May be heard in committee March 17.	The California Constitution generally limits ad valorem taxes on real property to 1% of the full cash value of that property. For purposes of this limitation, "full cash value" is defined as the assessor's valuation of real property as shown on the 1975-76 tax bill under "full cash value" or, thereafter, the appraised value of that real property when purchased, newly constructed, or a change in ownership has occurred. The California Constitution, in the case of property that is substantially damaged or destroyed, as defined, by a disaster, as declared by the Governor, requires the Legislature to provide for the transfer of base year value, to a comparable property within the same county that is acquired or newly constructed as a replacement for the substantially damaged or destroyed property, and	

		authorizes the Legislature, if a county ordinance so providing has been adopted, to provide for the transfer of base year value to comparable replacement property of equal or lesser value that is located within another county. This measure would additionally require the Legislature to provide for the transfer of base year value of property that is substantially damaged or destroyed by a disaster, as declared by the Governor, occurring on or after January 1, 2017, to July 1, 2018, to comparable property located within the same or a different county that is acquired or newly constructed as a replacement for the substantially damaged or destroyed property. The measure would limit this provision to intercounty transfers of base year value that occur on or after the effective date of the measure.	
<u>SB 819</u> <u>Hill D</u> Electrical and gas corporations: rates.	SENATE APPR. 5/4/2018 - Set for hearing May 14.	Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations and gas corporations. Existing law authorizes the commission to establish rules for all public utilities, subject to control by the Legislature. Existing law authorizes the commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. Existing law prohibits a gas corporation from recovering any fine or penalty in any rate approved by the commission. This bill would additionally prohibit an electrical corporation from recovering a fine or penalty through a rate approved by the commission and would make related nonsubstantive changes. This bill contains other related provisions and other existing laws. Last Amended on 4/9/2018	
<u>SB 821</u> <u>Jackson D</u> Emergency notification: county jurisdictions.	ASSEMBLY G.O. 5/3/2018 - Referred to Com. on G.O.	The California Emergency Services Act establishes the Office of Emergency Services in the office of the Governor and provides that the office is responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, including activities necessary to prevent, respond to, recover from, and mitigate the effects of emergencies and disasters to people and property. This bill would authorize each county, including a city and county, to develop a mechanism to access the contact information of resident accountholders through the records of a public utility or other agency responsible for water service, waste and recycling services, or other property-related services for the sole purpose of enrolling county residents in a county-operated public emergency warning system. The bill would specify that any county that develops such a mechanism would be required to include procedures to enable any resident to opt out of the warning system and not to use the information gathered for any purpose other than for emergency notification. This bill contains other existing laws. Last Amended on 3/12/2018	
<u>SB 824</u> <u>Lara D</u> Insurers: declared disaster: homeowners' insurance policies.	SENATE APPR. 5/2/2018 - Read second time and amended. Re-referred to Com. on APPR. 5/22/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, LARA, Chair	(1)Existing law requires an insurer to comply with certain procedures relating to the cancellation of insurance policies, except as specified, in the case of a total loss to the primary insured structure under a residential policy. Among other requirements, an insurer may not cancel coverage while the primary insured structure is being rebuilt, as specified, nor use the fact that the primary insured structure is in damaged condition as a result of the total loss as the sole basis for a decision to cancel the policy, and must offer, at least once, to renew the policy, as specified, if the total loss to the primary insured structure was caused by a disaster. This bill would prohibit an insurer from canceling or refusing to renew a policy of residential property insurance for one year after the declaration of a state of emergency based solely on the fact that the insured structure is located in a county	

		in which one or more catastrophic events have occurred for which a state of emergency has been declared, as specified and subject to exceptions if the insurer's solvency is threatened. This bill contains other related provisions and other existing laws. Last Amended on 5/2/2018	
SB 833 McGuire D Emergency alerts: evacuation orders: operators.	SENATE APPR. SUSPENSE FILE 4/23/2018 - April 23 hearing: Placed on APPR. suspense file.	The California Emergency Services Act establishes the Office of Emergency Services (OES) in the office of the Governor and provides that OES is responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies. The act also provides for systems for the public dissemination of alerts regarding missing children, attacks upon law enforcement officers, and missing persons who are 65 years of age or older, among others, and requires the Department of the California Highway Patrol to activate these systems and issue alerts upon the request of a law enforcement agency if certain conditions are met. This bill would provide for a red alert system designed to issue and coordinate alerts following an evacuation order, as specified. The bill would require the red alert system to incorporate a variety of notification resources and developing technologies that may be tailored to the circumstances and geography of the underlying evacuation, as appropriate. The bill would require a local government agency or state agency that uses the federal Wireless Emergency Alert (WEA) system to alert a specified area of an evacuation order to use the term "red alert" in the alert and notify OES of the alert. This bill contains other related provisions and other existing laws.	
SB 894 Dodd D Property insurance.	SENATE THIRD READING 5/2/2018 - Read second time and amended. Ordered to third reading. 5/14/2018 #21 SENATE SEN THIRD READING FILE - SEN BILLS	Existing law requires an insurer, in the case of a total loss to the primary insured structure under a policy of residential property insurance, to offer to renew the policy at least once if the loss to the primary insured structure was caused by a disaster, as defined, and was not also due to the negligence of the insured, except as specified. This bill would instead, under specified circumstances, require the insurer to offer to renew the policy for at least the next 2 annual renewal periods or 24 months, whichever is greater. This bill contains other related provisions and other existing laws. Last Amended on 5/2/2018	
SB 896 McGuire D Aggravated arson.	SENATE APPR. SUSPENSE FILE 4/16/2018 - April 16 hearing: Placed on APPR. suspense file.	Existing law, until January 1, 2019, defines the offense of aggravated arson, and defines the aggravating factors for the offense as, the person has been previously convicted of arson on one or more occasions within the past 10 years, the fire caused property damage and other losses in excess of \$7,000,000, or the fire caused damage to, or the destruction of, 5 or more inhabited structures. Existing law, commencing January 1, 2019, deletes the aggravating factor of property damage and other losses in excess of \$7,000,000 from the definition of aggravated arson. This bill would extend the operation of the former aggravated arson offense until January 1, 2024, and would increase the threshold of property damage and other losses constituting an aggravating factor for aggravated arson to \$7,300,000. The bill would delay operation of the latter aggravated arson offense that deletes the threshold dollar amount of property damages or losses as an aggravating factor until January 1, 2024. By extending the operation of law defining a crime, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.	
SB 897 McGuire D	SENATE THIRD READING 5/1/2018 - Read second time and amended. Ordered to	Existing law defines the measure of indemnity for a loss under a property insurance policy. Existing law requires an insurer, in the event of a loss under a residential insurance	

Residential property insurance: wildfires.	third reading. 5/14/2018 #19 SENATE SEN THIRD READING FILE - SEN BILLS	policy for which the insured has made a claim for additional living expenses, to provide the insured with a list of items that the insurer believes may be covered under the policy as additional living expenses. Additionally, existing law provides that, in the case of a loss related to a declared state of emergency, an insurer provide coverage for living expenses for a period of 24 months, subject to the limitations of the policy. This bill would specify that additional living expense coverage shall include all reasonable expenses incurred by the insured in order to maintain a comparable standard of living and would provide a list of expenses that shall be covered. This bill contains other related provisions. Last Amended on 5/1/2018	
<u>SB 901</u> <u>Dodd D</u> Electrical corporations: local publicly owned electric utilities: electrical cooperatives: wildfire mitigation plans and measures.	SENATE APPR. 5/4/2018 - Set for hearing May 14. 5/14/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, LARA, Chair	Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations, while local publicly owned electric utilities and electrical cooperatives are under the direction of their governing boards. Existing law requires each electrical corporation, local publicly owned electric utility, and electrical cooperative to construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of catastrophic wildfire posed by those electrical lines and equipment. Existing law requires each electrical corporation to annually prepare a wildfire mitigation plan and to submit its plan to the commission for review, as specified. Existing law requires the commission to review and comment on the submitted plan, as specified. Existing law requires the governing board of a local publicly owned electric utility or electrical cooperative to determine whether any portion of the geographical area where the utility's overhead electrical lines and equipment are located has a significant risk of catastrophic wildfire resulting from those electrical lines and equipment and, if so, requires the utility, at an interval determined by its board, to present to its board for approval those wildfire mitigation measures the utility intends to undertake to minimize the risk of its overhead electrical lines and equipment causing a catastrophic wildfire. This bill would require a wildfire mitigation plan prepared by an electrical corporation, and wildfire mitigation measures prepared by a local publicly owned electric utility or electrical cooperative, to include a description of the factors the preparing entity uses to determine when it may be necessary to deenergize its electrical lines and deactivate its reclosers, including meteorological and fire threat conditions. The bill would also require a wildfire mitigation plan and wildfire mitigation measures to include appropriate and feasible procedures for notifying customers, including, as a priority, critical first responders, healthcare facilities, and operators of telecommunications infrastructure, who may be impacted by the deenergizing of electrical lines. This bill contains other related provisions and other existing laws. Last Amended on 5/1/2018	
<u>SB 914</u> <u>Dodd D</u> Local agency contracts.	ASSEMBLY L. GOV. 4/30/2018 - Referred to Com. on L. GOV.	Existing law authorizes a county, until January 1, 2023, with approval of the board of supervisors, to utilize construction manager at-risk construction contracts for the erection, construction, alteration, repair, or improvement of any building owned or leased by the county, subject to certain requirements, including that the method may only be used for projects that are in excess of \$1,000,000. This bill would authorize the use of this method of contracting for the erection, construction, alteration, repair, or improvement of any infrastructure, excluding roads.	
<u>SB 917</u> <u>Jackson D</u>	SENATE THIRD READING 5/1/2018 - Read second time and amended. Ordered to	Existing law regulates insurance and the business of insurance in the state. Under existing law, an insurer is liable for a loss of which a peril insured against was the proximate	

Insurance policies.	third reading. 5/14/2018 #20 SENATE SEN THIRD READING FILE - SEN BILLS	cause, although a peril not contemplated by the contract may have been a remote cause of the loss. Under existing law, an insurer is not liable for a loss of which the peril insured was only the remote cause. This bill would require that if a loss or damage results from a combination of perils, one of which is a landslide, mudslide, mudflow, debris flow, or other similar earth movement, coverage be provided if an insured peril is the efficient proximate cause of the loss or damage and coverage would otherwise be provided for the insured peril. The bill would require coverage to be provided under the same terms and conditions as would be provided for the insured peril. The bill would state that it does not constitute a change in, but is declaratory of, existing law. Last Amended on 5/1/2018	
SB 929 McGuire D Special districts: Internet Web sites.	ASSEMBLY L. GOV. 4/30/2018 - Referred to Com. on L. GOV.	The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 provides the exclusive authority and procedure for the initiation, conduct, and completion of changes of organization and reorganization for special districts, as specified. The California Public Records Act requires a local agency to make public records available for inspection and allows a local agency to comply by posting the record on its Internet Web site and directing a member of the public to the Web site, as specified. This bill would, beginning on January 1, 2020, require every independent special district to maintain an Internet Web site that clearly lists contact information for the special district, except as provided. Because this bill would require local agencies to provide a new service, the bill would impose a state-mandated local program. The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose. This bill would make legislative findings to that effect. This bill contains other existing laws. Last Amended on 3/6/2018	
SB 969 Dodd D Automatic garage door openers: backup batteries.	SENATE APPR. SUSPENSE FILE 4/30/2018 - April 30 hearing: Placed on APPR. suspense file.	Existing law requires an automatic garage door opener that is manufactured for sale, purchased, sold, offered for sale, or installed in a residence to comply with specified safety requirements, including that the automatic garage door opener have an automatic reverse safety device. This bill would also require an automatic garage door opener that is manufactured for sale, purchased, sold, offered for sale, or installed in a residence to have a battery backup function that is designed to operate when activated by an electrical outage. The bill would make a violation of those provisions subject to a civil penalty of \$1,000. The bill would, on and after January 1, 2019, prohibit a replacement residential garage door from being installed in a manner that connects the door to an existing garage door opener that does not meet the requirements of these provisions. Last Amended on 4/2/2018	
SB 1040 Dodd D In-home supportive services: natural disaster.	ASSEMBLY HUM. S. 5/10/2018 - Referred to Coms. on HUM. S. and H. & C.D.	(1)Existing law establishes the In-Home Supportive Services (IHSS) program, administered by the State Department of Social Services and counties, under which qualified aged, blind, and disabled persons are provided with supportive services, as defined, in order to permit them to remain in their own homes. The California Emergency Services Act authorizes the Governor to declare a state of emergency under specified conditions and requires a county, including a city and county, to update its emergency plan to address, among other things, how the access and functional needs population, as defined, is served by emergency communications, evacuation, and sheltering. This bill	

		would require a county to use a void and reissue warrant process for any provider who lost or had damaged an uncashed warrant because of a natural disaster resulting in a state of emergency. The bill would require a county, including a city and county, at the next update to its emergency plan, to integrate and require the assessment and provision of supportive services to IHSS recipients. This bill contains other related provisions and other existing laws. Last Amended on 4/3/2018	
<u>SB 1079</u> <u>Monning D</u> Forest resources: fire prevention grants: advance payments.	ASSEMBLY DESK 5/10/2018 - Read third time. Urgency clause adopted. Passed. (Ayes 37. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.	Existing law authorizes the Director of Forestry and Fire Protection to provide grants to entities, including, but not limited to, private or nongovernmental entities, Native American tribes, or local, state, and federal public agencies, for the implementation and administration of projects and programs to improve forest health and reduce greenhouse gas emissions. The Budget Act of 2017 appropriated moneys to the Department of Forestry and Fire Protection for purposes of, among other things, providing local assistance grants, grants to fire safe councils, and grants to qualified nonprofit organizations with a demonstrated ability to satisfactorily plan, implement, and complete a fire prevention project for these same purposes, as provided. This bill would authorize the director to authorize advance payments to a nonprofit organization, a local agency, a special district, or a Native American tribe from the grant awards specified above. The bill would prohibit a single advance payment from exceeding 25% of the total grant award. This bill contains other related provisions. Last Amended on 4/25/2018	
<u>SB 1088</u> <u>Dodd D</u> Safety, reliability, and resiliency planning.	SENATE APPR. 5/4/2018 - Set for hearing May 14. 5/14/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, LARA, Chair	Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations and gas corporations. Existing law authorizes the commission, after a hearing, to require every public utility to construct, maintain, and operate its line, plant, system, equipment, apparatus, tracks, and premises in a manner so as to promote and safeguard the health and safety of its employees, passengers, customers, and the public. Existing law requires electrical corporations to annually prepare and submit a wildfire mitigation plan to the commission for review. Existing law requires the commission to establish standards for disaster and emergency preparedness plans, as specified, and requires an electrical corporation to develop, adopt, and update an emergency and disaster preparedness plan, as specified. The California Emergency Services Act, among other things, establishes the Office of Emergency Services for the purpose of mitigating the effects of natural, manmade, or war-caused emergencies and makes findings and declarations relating to ensuring that preparation within the state will be adequate to deal with those emergencies. This bill would require the office, in consultation with specified public entities, by September 30, 2019, to adopt standards for reducing risks from a major event, as defined. Last Amended on 5/2/2018	
<u>SB 1169</u> <u>Anderson R</u> Violations: penalties and fines: wildfire incidents.	SENATE APPR. 5/4/2018 - Set for hearing May 14. 5/14/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, LARA, Chair	The Public Utilities Act provides for the assessment of criminal fines and civil penalties for violations of the act or an order, decision, rule, direction, demand, or requirement of the commission. Existing law requires that fines and penalties imposed by the Public Utilities Commission pursuant to the act be paid to the General Fund. This bill would require 10% of any penalty or fine assessed by the commission related to wildfire incidents to be deposited into the Wildfire Incident Penalty and Fine Fund, which the bill would establish in the State Treasury. The bill would continuously appropriate those moneys to the commission for specified fire prevention purposes, including for equipment for regional fire and first responder agencies. The bill would require the commission to	

		establish an application and approval process by which any person, private entity, or local agency from an area affected by a wildfire incident could apply to the commission for the money in the fund, as provided. Last Amended on 5/2/2018	
<u>SB 1181</u> <u>Hueso D</u> Emergency services: certified community conservation corps.	SENATE APPR. SUSPENSE FILE 4/23/2018 - April 23 hearing: Placed on APPR. suspense file.	Existing law, the California Emergency Services Act, grants the Governor certain powers to be exercised in accordance with the State Emergency Plan and programs for the mitigation of the effects of an emergency. Existing law creates the Office of Emergency Services within the Governor's office and commits to the office the responsibility for the state's response services for natural, technological, or manmade disasters and emergencies. This bill would authorize the Office of Emergency Services to enter into an agreement directly with one or more certified community conservation corps, as defined, to perform emergency or disaster response services as the office deems appropriate.	
<u>SB 1205</u> <u>Hill D</u> Public utilities: gas and electrical corporations: safety violations: reporting.	ASSEMBLY DESK 5/10/2018 - Read third time. Passed. (Ayes 35. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.	(1)Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including gas and electrical corporations. The Public Utilities Act requires the commission to investigate the cause of all accidents occurring upon the property of any public utility or directly or indirectly arising from or connected with its maintenance or operation, resulting in loss of life or injury to person or property and requiring, in the judgment of the commission, investigation by it. Existing law authorizes the commission to make any order or recommendation with respect to the investigation that it determines to be just and reasonable. Existing law requires the commission to develop and implement a safety enforcement program that is applicable to gas and electrical corporations and that includes procedures for monitoring, data tracking and analysis, and investigations, as well as issuance of citations by commission staff, under the direction of the executive director of the commission. Existing law requires gas and electrical corporations to report various information to the commission. This bill would require gas and electrical corporations to report to the commission any self-identified violation of an applicable law, or order or rule of the commission, that poses a significant safety threat, causes a systemwide impact, affects a large geographic region, or involves fraud, sabotage, falsification of records, or any other instance of deception by a gas or electrical corporation's agent, employee, contractor, or subcontractor, as specified. This bill contains other related provisions and other existing laws. Last Amended on 5/1/2018	
<u>SB 1251</u> <u>McGuire D</u> Local government: general plans.	SENATE CONSENT CALENDAR 5/10/2018 - Read second time. Ordered to consent calendar. 5/14/2018 #70 SENATE CONSENT CALENDAR FIRST LEGISLATIVE DAY	Existing law, the Planning and Zoning Law, requires a city or county to adopt a comprehensive, long-term general plan for the physical development of the city or the county and of any land outside its boundaries that bears relation to its planning. Existing law requires the planning agency of a city or county, before the adoption of any substantial amendment of a general plan, to review and consider, among other things, an adoption of, or update to, a groundwater sustainability plan or groundwater management plan or groundwater management court order, judgment, or decree. Existing law authorizes a groundwater sustainability agency to submit an alternative to a groundwater sustainability plan to the Department of Water Resources for approval, as specified. This bill would additionally require the planning agency to consider an alternative approved by the Department of Water Resources, as specified. Last Amended on 5/3/2018	

<p><u>SB 1260</u> <u>Jackson D</u></p> <p>Fire prevention and protection: prescribed burns.</p>	<p>SENATE APPR. SUSPENSE FILE 5/7/2018 - May 7 hearing; Placed on APPR. suspense file.</p>	<p>(1)Existing law requires a local agency to designate, by ordinance, very high fire hazard severity zones in its jurisdiction, as provided in connection with a state program for fire prevention. This bill would require the local agency to transmit a copy of the adopted ordinance to the State Board of Forestry and Fire Protection within 30 days of adoption. By imposing a new duty on a local agency, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 4/9/2018</p>	
<p><u>SB 1263</u> <u>Portantino D</u></p> <p>Ocean Protection Council: Statewide Microplastics Strategy.</p>	<p>SENATE APPR. 5/1/2018 - Read second time and amended. Re-referred to Com. on APPR. 5/22/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, LARA, Chair</p>	<p>The California Ocean Protection Act establishes the Ocean Protection Council in state government and prescribes the functions and duties of the council with regard to the protection and conservation of coastal waters and ocean ecosystems. This bill would require the council, to the extent funds are available from bonds or other sources, to adopt and implement a Statewide Microplastics Strategy related to microplastic materials that pose an emerging concern for ocean health and that includes specified components, as provided. The bill would authorize the council, in collaboration with the State Water Resources Control Board, the Office of Environmental Health Hazard Assessment, and other interested entities, to enter into one or more contracts with marine research institutes in the state for the provision of research services that would contribute directly to the development of the Statewide Microplastics Strategy. The bill would require the council, subject to the availability of funding, to report to the Legislature on the findings and recommendations of the Statewide Microplastics Strategy on or before December 31, 2025. Last Amended on 5/1/2018</p>	
<p><u>SB 1305</u> <u>Glazer D</u></p> <p>Emergency medical services providers: dogs and cats: immunity.</p>	<p>SENATE APPR. 5/9/2018 - Set for hearing May 14.</p>	<p>Existing law, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (the act), establishes the Emergency Medical Services Authority to coordinate and integrate all state activities concerning emergency medical services, including, among other duties, establishing training standards for specified emergency services personnel. The act provides a qualified immunity for public entities and emergency rescue personnel providing emergency services. The act provides other exemptions from liability for specified professionals rendering emergency medical services. This bill would authorize an emergency medical services provider, as defined, to provide basic first aid to dogs and cats, as defined, to the extent the provider is authorized by the employer to provide that care. The bill would exempt that provider and his or her employer from liability for civil damages, and would exempt the provider from other disciplinary action, for providing that care, except as specified. The definition of “basic first aid for dogs and cats” for purposes of these provisions would specifically include, among other acts, administering oxygen and bandaging for the purpose of stopping bleeding. This bill contains other existing laws. Last Amended on 4/26/2018</p>	
<p><u>SB 1339</u> <u>Stern D</u></p> <p>Electricity: electrical grid resiliency deployment plans: microgrids.</p>	<p>SENATE APPR. 5/4/2018 - Set for hearing May 14. 5/14/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, LARA, Chair</p>	<p>(1)Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations, while local publicly owned electric utilities, as defined, are under the direction of their governing boards. Existing law authorizes the commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. This bill would require each electrical corporation and local publicly owned electric utility, before an unspecified date, to develop and submit an electrical grid resiliency deployment plan to the commission or, for each local publicly owned electric utility, to its governing board. The bill would require</p>	

		the commission or governing board, in consultation with certain entities, to review the plan. The bill would require the plan to identify the investments necessary to increase the resiliency of the electrical grid and to reduce the risk of electrical outages affecting emergency services, critical circuits, and critical infrastructure, and to explain how execution of the plan would increase resiliency in a manner that maximizes the benefits, and minimizes the costs, to ratepayers. This bill contains other related provisions and other existing laws. Last Amended on 4/26/2018	
SB 1415 McGuire D Housing.	SENATE APPR. 5/4/2018 - Set for hearing May 14. 5/14/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, LARA, Chair	(1)Existing law requires the State Fire Marshal, the chief of any city, county, or city and county fire department or district providing fire protection services, or a Designated Campus Fire Marshal, and their authorized representatives, to enforce in their respective areas building standards relating to fire and panic safety adopted by the State Fire Marshal and published in the California Building Standards Code and other regulations that have been formally adopted by the State Fire Marshal for the prevention of fire or for the protection of life and property against fire or panic. Existing law also authorizes a city, county, or city and county fire department or fire protection district to adopt more stringent or restrictive regulations. This bill would require each entity responsible for enforcing building standards and other regulations of the State Fire Marshal, as specified, to inspect, every 5 years, all structures within the entity's responsibility that are in the Factory Industrial Group F, High-Hazard Group H, and Storage Group S occupancy classifications, as described, for compliance with those standards and regulations, or, if applicable, more stringent or restrictive local regulations. The bill would authorize an entity that inspects a structure pursuant to these provisions to charge and collect a fee from the owner of the structure to recover the costs of the inspection or related fire and life safety activities. This bill contains other related provisions and other existing laws. Last Amended on 4/23/2018	
SB 1416 McGuire D Local government: nuisance abatement.	SENATE THIRD READING 5/10/2018 - Read second time. Ordered to third reading. 5/14/2018 #50 SENATE SEN THIRD READING FILE - SEN BILLS	Existing law authorizes the legislative body of a city or county to establish a procedure to use a nuisance abatement lien or a special assessment to collect abatement costs and related administrative costs. This bill would authorize, until January 1, 2024, the legislative body of a city or county to also collect fines related to the nuisance abatement using a nuisance abatement lien or a special assessment. The bill would require any fines or penalties related to nuisance abatement that are recovered pursuant to these provisions to be used for specified purposes relating to supporting local enforcement of state and local building and fire code standards. Last Amended on 4/4/2018	
SB 1453 McGuire D Statutes of limitations.	SENATE APPR. 5/8/2018 - Read second time and amended. Re-referred to Com. on APPR. 5/22/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, LARA, Chair	Existing law provides that civil actions can only be commenced within prescribed periods, based on the nature of the action. Existing law prescribes a limitations period of one year for, among other things, an action upon a statute for a forfeiture or penalty to the people of the state. Under existing law, this one-year period is applicable to an action to petition a court to impose a civil penalty for an intentional, knowing, or negligent violation of the Z'berg-Nejedly Forest Practice Act of 1973 (FPA) or any rules or regulations of the State Board of Forestry and Fire Protection. his bill would instead provide that such an action is subject to a 3-year limitations period, if the action is for a violation of specified provisions of the FPA or a specified regulation of the board and is related to the conversion of timberland to nonforestry-related agricultural uses. The bill would provide that the limitations period for this cause of action does not begin until an agency with standing to	

		bring the action discovers the facts constituting the grounds for commencing the action. Last Amended on 5/8/2018	
SB 1477 Stern D Low-emissions buildings and sources of heat energy.	SENATE APPR. 5/7/2018 - May 7 set for first hearing canceled at the request of author. 5/22/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, LARA, Chair	The Warren-Alquist State Energy Resources Conservation and Development Act requires the State Energy Resources Conservation and Development Commission to adopt building design and construction standards and energy and water conservation standards for new residential and nonresidential buildings to reduce the wasteful, uneconomic, inefficient, or unnecessary consumption of energy, including energy associated with the use of water. The act requires those standards to be cost effective when taken in their entirety and when amortized over the economic life of the structure compared with historic practice. This bill would require the commission to develop a statewide market development initiative to advance the state's market for low-emission space and water heating equipment for new and existing residential and nonresidential buildings. The bill would require the commission, as a part of the initiative, to identify and target key low-emission space and water heating technologies that would assist the state in meeting its greenhouse gas emissions reduction goals. The bill would require the commission, in consultation with the Public Utilities Commission, to develop and administer an Incentives for New Low-Emissions Technology (INLET) program to provide incentives to eligible applicants, as defined, for the deployment of near-zero-emission building technologies to significantly reduce the emissions of greenhouse gases from buildings, as specified. Last Amended on 4/23/2018	



STATE OF CALIFORNIA

CDBG-DR Support and Technical Assistance

HUD CDBG-DR Frequently Asked Questions 2017 California Fire Recovery

How much HUD CDBG-DR funding has been provided to the State of California?

HUD appropriated \$212,374,000 in CDBG-DR funds to the State of California to address unmet recovery needs resulting from disasters that occurred in 2017 and to increase the state's preparedness for future disasters. The funding breaks down as follows:

- \$124,155,000 for unmet recovery needs
- \$88,219,000 for preparedness and mitigation needs

How are CDBG-DR funds different from CDBG funds?

CDBG-DR funds are allocated from congress based on unmet recovery needs from an identified disaster(s) and do not follow the annual allocation formula. CDBG-DR funds are based on disaster impacts and long-term recovery needs of a community. CDBG-DR funds have appropriation specific waivers, alternative requirements, and administrative requirements which are different from the annual allocation. All waivers and administrative requirements are outlined in Federal Register Notices.

How are CDBG-DR funds allocated?

When the President declares a major disaster, Congress appropriates funds to the Department of Housing and Urban Development (HUD) when there are significant unmet needs for long-term recovery. The HUD Secretary has the discretion to allocate funds to state grantees or local entitlement communities. Each CDBG-DR award/allocation method is published in a Federal Register Notice, which also contains information on:

- Eligible recovery activities;
- Program Requirements, including distribution of funds to be spent in low and moderate-income communities; and
- Appropriation specific waivers and alternative requirements.

What are unmet recovery needs?

Unmet recovery needs are those recovery needs which remain after other recovery funding sources are used. These needs are calculated based on a methodology provided by HUD in the Federal Register Notice. Grantees are required to submit an analysis of their unmet recovery needs as part of the Action Plan and demonstrate how the CDBG-DR funding will be programmed to meet unmet recovery needs.

What are the mitigation funds?

HUD has appropriated over \$88 million to the State of California to address preparedness and mitigation needs. HUD encourages grantees to incorporate preparedness and mitigation measures into CDBG-DR assisted activities to rebuild communities that are more resilient to future disasters. Mitigation measures that are not incorporated into those rebuilding activities must be a necessary expense related to disaster relief or long-term recovery that responds to the eligible disaster.

HUD will publish FAQs specific to the mitigation funds, which will provide details regarding eligible uses and the applicability of regulatory requirements. Furthermore, the mitigation funds will be provided via



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a separate grant from the funds to address unmet recovery needs and the state will be required to develop and submit an Action Plan specific to the use of the mitigation funding.

How are the most impacted and distressed areas determined?

Based on the unmet recovery needs in certain areas, HUD uses a methodology to determine which areas are most impacted and distressed from the disaster. HUD requires grantees to expend 80% of the funds in the most impacted and distressed areas. The determination is limited to jurisdictions with major disasters that meet three standards:

1. Individual Assistance/Individual Housing Program designation.
2. Concentrated damage (counties exceeding \$10 million in serious unmet housing needs or zip codes with \$2 million or more of serious unmet housing needs)
3. Disasters meeting the most impacted threshold. Only 2017 disasters that meet this requirement for most impacted damage are funded:
 - a. One or more most impacted county
 - b. An aggregate of most impacted zip codes of \$10 million or greater

HUD has determined the following areas to be most impacted and distressed:

- Counties
 - Sonoma
 - Ventura
- Zip Codes
 - 95470 (Mendocino)
 - 95901 (Predominately Yuba)
 - 94558 (Predominately Napa)
 - 95422 (Clearlake)
 - 93108 (Montecito)

What is the timeline for receiving CDBG-DR funds?

Once funds are allocated by congress to HUD, HUD determines the methodology for calculating disaster allocations, program requirements, and waivers and alternative requirements needed for CDBG-DR grantees. These are combined and published in the Federal Register Notice. Once the Federal Register Notice is published, two separate time clocks begin:

1. Grantees have 60 days from the release of the Federal Register Notice to submit Financial Management and Grant Certifications Checklist and the Implementation Plan and Capacity Assessment to HUD.
2. Grantees have 90 days from the release of the Federal Register Notice to submit an Action Plan, which includes an unmet needs analysis, method of distribution, proposed programs, and other administrative requirements outlined in the Federal Register Notice.

What is the Financial Management and Grant Certifications Checklist?

The Appropriations Act, which allocates CDBG-DR funds, requires that the Secretary certify, in advance of signing a CDBG-DR grant agreement, that the following requirements are met:



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- The Grantee has in place proficient financial controls;
- That the Grantee has in place proficient procurement processes;
- That the Grantee has established adequate procedures to prevent any duplication of benefits as defined by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) (section 312 of the Stafford Act);
- That the Grantee has established adequate procedures to ensure timely expenditure of funds;
- That the Grantee has established adequate procedures to maintain comprehensive websites regarding all disaster recovery activities assisted with the CDBG-DR funds; and
- That the Grantee has established adequate procedures to detect and prevent fraud, waste, and abuse of funds.

The Financial Management and Grant Certifications Checklist provide the mechanism for grantees confirm to HUD the above requirements are met and the grantee has the administrative policies and procedures in place to administer CDBG-DR funds in accordance with the appropriate regulations.

What is the Implementation Plan and Capacity Assessment?

Before signing a grant agreement, HUD is requiring each grantee to demonstrate that it has sufficient capacity to manage these funds and the associated risks. Evidence of grantee management capacity will be provided through the grantee's Implementation Plan and capacity assessment submission. The Implementation Plan and Capacity Assessment must address the following items:

- **Timely information on applicant status:** The grantee must allow applicants to have the ability at any time during the program to determine their application status, and the grantee must provide the policies and procedures to indicate the methods of communication with applicants.
- **Complete internal capacity assessments:** The grantee must complete a Capacity Assessment and develop a timeline with milestones describing when and how the grantee will address all capacity gaps that are identified. The assessment must include a list of any open CDBG-DR findings and an update on the corrective actions undertaken or planned to address each finding.
- **Staffing plan:** Based on the Capacity Assessment, the grantee must identify: the individual(s) who are responsible for case management, and that the level of case management is proportionate to the population; program managers and staff for housing, infrastructure and economic revitalization; staff responsible for procurement and contract management, compliance with the regulations, financial management, fair housing compliance, environmental compliance, quality assurance; and the independent internal audit function.
- **Internal and interagency coordination:** Grantees must describe how they will coordinate with other departments or agencies, and subrecipients who will assist with the implementation of the grant.
- **Technical assistance:** Grantees must provide a plan for providing technical assistance for all employees who are not employed at the time of the Action Plan submission, and to fill gaps or technical expertise required to implement the grant for all staff members.
- **Accountability:** Grantees must identify the lead agency and lead point of contact for the grant.

How can CDBG-DR funds be used?

The special appropriation provides funds to the most impacted and distressed areas for:



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- Disaster relief
- Long-term recovery
- Restoration of infrastructure
- Housing
- Economic revitalization
- Mitigation and preparedness

What is the method of distribution for CDBG-DR funds?

CDBG-DR funds may be distributed directly through a grantee (state or entitlement community), or they may be distributed to subrecipients to implement projects and programs on the grantee's behalf. The grantee must indicate the method of distribution in the Action Plan.

For the CDBG-DR appropriation tied to the 2017 fires, the entirety of the funding will be provided directly to the State of California. The state will work in close collaboration with the impacted areas to determine the most appropriate and effective method of distribution, with decisions being based on assessments of unmet recovery and mitigation needs and in keeping with the applicable federal regulatory requirements pertinent to the expenditure of funds in the most impacted and distressed areas.

What is the overall benefit requirement for CDBG-DR funding?

Under CDBG, grantees are required to ensure that 70% of its total allocation benefits low and moderate income (LMI) households (consistent with its National Objectives). Depending on the demographics, much of the single-family housing stock damaged by the disaster may not qualify for the LMI Benefit requirement, creating pressure for other programs to exceed the 70% threshold. To ensure compliance, grantees should analyze data on income and needs and consider programs that can be designed to provide the most assistance to LMI households, persons, and areas to ensure that the HUD LMI Benefit Requirements are met. In some cases, HUD may revise this requirement from 70% to 50% (or lower) through a waiver, but the same challenges will remain.

What is a duplication of benefits?

CDBG-DR funding is subject to the Stafford Act's provision prohibiting duplication of benefits. For applicant-based programs, no single beneficiary can receive CDBG-DR funding for losses that have already been paid by insurance or another funding source. For public improvement projects, CDBG-DR funding can only be used to fill the gap (i.e. unmet need) between the total project cost and all other funding available for the project.

What are the regulatory requirements associated with CDBG-DR funds?

CDBG-DR funds may only be spent in the disaster declared counties or areas identified in the Federal Register Notice. Every program or project implemented must be a CDBG eligible activity, have a clear tie back to the impacts of the disaster, and meet a national objective.



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What are the expenditure requirements for CDBG-DR funds?

Each appropriation has its own specific expenditure requirements. Allocations under Public Law 115-56 have two key expenditure requirements:

- All funds must be expended within 24 months from the obligation date, requiring grantees to obligate funds in “grant rounds” and monitor projections and expenditures in 24-month periods; and
- All funds must be expended six years after the execution of the initial grant agreement.

Can CDBG-DR funds be combined with other federal funds?

CDBG-DR funds can be used as non-Federal match for funds from other agencies, including the U.S. Corps of Army Engineers, Environmental Protection Agency, Federal Highway Administration, and FEMA. As grantees consider how to allocate CDBG-DR funds, they should consider the potential for leveraging these other Federal funds for projects that are also eligible under CDBG-DR. Subrecipients should also consider the needs that are not met by other agencies and the types of programs needed – single family, multifamily, small rental, economic development, public facilities – and prioritize allocation decisions based upon an understanding of what needs will not be funded by other sources.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 19
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: May 22, 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:

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. 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 (2nd action).

Executive Summary:

Purpose. This matter involves providing the General Services Director authorization to execute 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, and Planning operations for operational efficiency. If approved by the Board, over 100 employees of the 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. Further, these savings will be sustained over time. The cost of remaining in current space for the next five years is projected to be \$3,525,908, while the cumulative rent at 1450 Neotomas over the same five year term will be \$3,506,817. This represents a savings of over \$19,000 over a five year period.

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 seven hundred twenty-three thousand seven hundred and twenty dollars (\$723,720) consisting of:

- Four hundred thirty-six thousand (\$436,000), (approximately \$4,037 per employee) to relocate most of the existing furniture;
- Two hundred fifty thousand and seven hundred dollars (\$250,700) (approximately \$2,300 per employee) for Information Systems Department services and cabling costs;
- Thirty thousand dollars (\$30,000) for Proximity Card installations (approximately \$275 per employee); and,
- Seven thousand and twenty dollars (\$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 scheduled to remain after sale of the Campus are the Public Health Lab and the Morgue/Coroner's Office. A-87 Plan costs associated with Lab, and Morgue/Coroner activities are anticipated to be unaffected. The three year average of A-87 Plan costs associated with Department of Health Services Administration and Fiscal operations on the Chanate Campus is \$400,520. During upcoming Budget Hearings General Services will bring to the

Board recommendations to address these costs as well as maintain and secure the Campus and vacated facilities through the sale and transfer 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. Publication occurred pursuant to the Board’s April 17, 2018 action authorizing the publication of the notice of intent to enter into the proposed lease.

If your Board takes the requested action, the long term lease will be executed, and the General Services Director will have authority to enter into an interim agreement for not more than \$50,000.

Prior Board Actions:

April 17, 2018: First action of Board of Supervisors authorizing publication of Notice of Intent

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

OFFICE LEASE

BETWEEN

CORNERSTONE PROPERTIES II S, LLC

AND

COUNTY OF SONOMA



FOR

1450 Neotomas Avenue, Suite 200

Santa Rosa, California

DATED

_____, 2018

LEASE

This Lease ("Lease") is made this day of _____, 2018 ("Effective Date"), by and between **CORNERSTONE PROPERTIES II S, LLC**, a California limited liability company ("Landlord"), and the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Tenant"). Landlord and Tenant are sometimes collectively referred to herein as the "parties" and singularly, as "party."

ARTICLE 1

REAL PROPERTY, BUILDING, AND PREMISES

1.1 Lease of Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord those certain premises described in **Exhibit A** attached hereto ("Premises"), which are situated on the second floor and in the basement of that certain three-story office building commonly known as **1450 Neotomas Avenue** ("Building"), which Building is situated on that certain real property commonly known as Sonoma County Assessor's Parcel Number 014-452-005 located in the City of Santa Rosa, County of Sonoma, State of California ("Real Property"). Subject to verification as provided in Subsection 1.4.2, the Rentable Area (as defined in Section 1.4) of the Premises is twenty-eight thousand five hundred forty-six (28,546) and the Usable Area (as defined in Section 1.4) of the Premises is twenty-five thousand three (25,003) square feet, while the Rentable Area of the Building is eighty-one thousand two hundred thirty-eight (81,238) square feet. For the purposes of clarity, the Premises is comprised of twenty-seven thousand one hundred sixty-five (27,165) square feet of Rentable Area on the second floor and one thousand three hundred eighty-one (1,381) square feet of Rentable Area in the basement of the Building. The Building, the areas servicing the Building, and the land on which the Building and those areas are located (as shown on the site plan attached to this Lease as **Exhibit B**) are sometimes collectively referred to as the "Real Property".

1.2 Appurtenant Rights to Premises/Reservations to Landlord. Tenant shall have the right to the non-exclusive use, in common with others, throughout the term of this Lease, of all common stairways, elevators, sidewalks, plazas and walkways, easements and service alleys surrounding the Building, delivery and loading areas and facilities of the Building, telephone equipment rooms and all other common facilities in or about the Building, and the appurtenances thereto, as the same may exist from time to time. Such use shall be for Tenant and its customers, agents, employees, assignees, subtenants, licensees and invitees, and shall be in common with the use of same by Landlord, its tenants, customers, agents, employees, licensees and invitees. Landlord covenants that all light and air now enjoyed by the Premises shall not be interrupted or disturbed by any act of Landlord during the term of this Lease, unless such interruption or disturbance is caused by repairs, replacements, alterations, or improvements made to comply with Laws and Orders (as defined in Article 12). The areas described in the first sentence of this Section 1.2, together with the parking area associated with the Building, are hereinafter referred to as the "Common Area". There shall be reserved to Landlord the right of ingress and egress to and from, and use of, the 'control room' located in the Premises on the second floor of the Building. In addition, Tenant acknowledges and -agrees that the control room houses critical Building control systems which are maintained by Landlord.

1.3 Preparation of Premises; Acceptance. The rights and obligations of the parties regarding the construction and renovation of the Premises before the commencement of the Lease

Term are stated in the Leasehold Improvement Agreement ("LIA") attached to this Lease as **Exhibit C**. If this Lease conflicts with the LIA, the LIA shall prevail. Landlord hereby represents and warrants to Tenant that Landlord shall complete the Premises in accordance with the terms and conditions of the LIA, even in the event that Landlord fails to obtain financing for some or all of the improvements. The General Contractor (as defined in the LIA) shall comply with the applicable provisions of California Labor Code Sections 1720.2 and 1770 et seq., regarding prevailing wages. Landlord agrees to engage a qualified third-party CalGreen or similarly qualified professional during the inspection phase to ensure the leasehold improvement project is in compliance with applicable CalGreen requirements on or promptly after the date of Substantial Completion (as defined below).

1.4 Rentable Area and Usable Area.

1.4.1 Standard of Calculation. For purposes of this Lease, "Rentable Area," "Rentable Square Feet," "Rentable Square Footage," "Usable Area," "Usable Square Feet," "Usable Square Footage" and R/U Ratio shall be calculated under the American National Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-2010 or successor standard(s), adopted by the Building Owners and Managers Association International ("BOMA"). The R/U Ratio for the Building is one (1).

1.4.2 Verification of Rentable Area and Usable Area. Within thirty (30) days after execution of this Lease, Landlord's architect shall calculate and certify in writing to Landlord and Tenant the Rentable Area and Usable Area of the Premises. If Tenant disagrees with the determination of the Rentable Area or Usable Area of the Premises as calculated by Landlord's architect, Tenant shall provide Landlord with written notice of Tenant's disagreement ("Tenant's Notice of Disapproval") within thirty (30) days after the date on which Tenant receives the calculation by Landlord's architect. The parties shall diligently attempt in good faith to resolve the disagreement over the Rentable Area or Usable Area of the Premises within thirty (30) days after the date on which Landlord receives Tenant's Notice of Disapproval. If the parties are unable to resolve the disagreement within that period of time, the dispute shall be resolved by arbitration under Article 23, except that the arbitrator must be a licensed architect with a minimum of five (5) years' experience in designing office buildings similar to the Building, and the arbitrator must render a final decision within forty-five (45) days after the date on which the arbitrator is selected. Landlord shall provide written certification of the Rentable and Usable Area of the Premises at Landlord's sole cost and expense.

1.4.3 Adjustment of Rent. On the final determination of the Rentable Area of the Premises, if the Rentable Area is different from that stated in Section 1.1, Rent that is based on the Rentable Area shall be recalculated in accordance with that final determination. On the recalculation of Rent as provided in this Subsection 1.4.3, the parties shall execute an amendment to this Lease, stating the recalculated Rentable Area and the recalculated Rent. Execution of that amendment shall not be a condition precedent to the effectiveness of the recalculated Rent. If there is a dispute over the Rentable Area of the Premises that has not been settled as provided in Subsection 1.4.2 by the date on which Tenant is required to begin paying Rent under this Lease, Tenant shall pay to Landlord the Rent stated in Section 4.1 until final determination of the Rentable Area of the Premises. If the Rent after final determination of the Rentable Area of the Premises is more than the Rent specified in Section 4.1, the deficiency must be paid by Tenant to Landlord, without interest, within thirty (30) days after that final determination. If the Rent after final determination of the Rentable Area of the Premises is less than the Rent in Section 4.1, Landlord shall credit the overpayment made by Tenant to the next Rent due, without interest.

ARTICLE 2

TERM

2.1 Term. The term of this Lease ("Lease Term") shall commence on the Commencement Date provided for in Section 2.2 below and shall end upon the expiration of ten (10) years following said Commencement Date plus the number of days between the Commencement Date and the first day of the next successive calendar month if the Commencement Date occurs on a day other than the first day of a calendar month ("Lease Expiration Date"), subject to any option, renewal or extension rights of Tenant as provided for in this Lease.

2.2 Commencement Date. The Lease Term shall commence on the later to occur of the following dates (the "Commencement Date"): (a) **January 15, 2019**, or (b) the day that is the first Monday following the elapse of fifteen (15) days from actual receipt by Tenant of written notice from Landlord that the work to be done in the Premises by Landlord pursuant to the provisions of Exhibit C is substantially completed. Notwithstanding the foregoing, if Tenant receives actual written notice from Landlord more than fifteen (15) days prior to the date stated in subclause (a) of the preceding sentence that the work to be done in the Premises by Landlord is substantially completed and if Tenant commences operation of its business in the Premises prior to the date stated in said subclause (a), then this Lease shall commence on the date that Tenant commences operation of its business in the Premises. Upon the determination of the Commencement Date, Landlord and Tenant shall execute a written acknowledgment of the Commencement Date and shall attach it to this Lease as Exhibit D.

2.2.1 Refreshment – First Option Term. Provided Tenant exercises its Extension Option with respect to the first Option Term (as defined in Section 2.5 below), Landlord, at its sole cost and expense, shall provide Tenant with a refreshment of the Premises as follows: (1) Re-paint the Premises with up to two (2) colors reasonably acceptable to both parties (with Tenant responsible for any furniture relocation necessary to accomplish the re-painting); and (2) Re-carpet the Premises in colors and in a style reasonably acceptable to both parties (with Tenant responsible for any furniture relocation or lifting necessary to accomplish the re-carpeting).

2.3 Substantial Completion of Landlord's Work. The work to be done in the Premises by Landlord pursuant to the provisions of Exhibit C shall be "substantially completed" when Landlord has delivered to Tenant a temporary or final certificate of occupancy for the Premises and Landlord's work has been substantially performed, although minor details or adjustments that do not interfere with Tenant's use of such space may have not been completed. Landlord shall diligently pursue completion of any minor details or adjustments that have not been performed at the time Landlord gives the aforesaid notice of substantial completion to Tenant. Notwithstanding anything contained herein to the contrary, if, after receiving the aforesaid notice from Landlord that the Landlord's work is substantially completed, Tenant shall be delayed in installing and completing or having installed and completed any finishing work necessary for the operation of Tenant's business in the Premises (including, without limitation, files, reproduction and other office equipment, and telephone communications facilities) or in completing the move or installation of substantially all of its furniture and other equipment into the Premises so as not to be able to commence its business there, by reason of fire, casualty, acts of God, strikes, lockouts, or other labor troubles, inability to secure materials, governmental laws or regulations, or other causes of

whatever kind beyond the reasonable control of Tenant, then the Commencement Date shall be deferred for a period of time equivalent to the period of such delay, any said deferral not to exceed sixty (60) days. Evidence of when the Landlord's work has been substantially performed shall be a certificate to that effect signed by Landlord's architect and Tenant's architect. The terms "Substantial Completion of Landlord's Work", "substantially completed" and similar terms are defined in Section 5.1 of Exhibit C. Landlord agrees to use reasonable efforts to provide Tenant with at least thirty (30) days' advance notice of the date on which the Premises are expected to be substantially completed. Provided Tenant has complied with the insurance provisions set forth in Section 9.1 and Exhibit G, Tenant shall have the right of early access to the Premises for a period of fifteen (15) calendar days prior to the Commencement Date for installation of Tenant's furniture, fixtures and equipment.

2.4 Delay in Commencement. If Landlord, for any reason whatsoever (other than a Tenant Delay (as such term is defined in the LIA) or other reason as otherwise provided below), fails to give Tenant notice by **January 31, 2019**, that the Landlord's work in the Premises is substantially completed, as provided for above, then Tenant may withhold from the first rental payment and subsequent rental payments as may be necessary, as liquidated damages, an amount equal to the Rent otherwise due for each day after said date during which Landlord has failed to give Tenant such notice of substantial completion. Notwithstanding the foregoing, if Landlord, for any reason whatsoever (other than a Tenant Delay (as such term is defined in the LIA) or as provided below), fails to give Tenant notice that Landlord's work in the Premises is substantially completed by **June 30, 2019**, Tenant at its option shall have the right, by giving Landlord fifteen (15) days' prior written notice of its intention to do so, to cancel this Lease (without complying with Section 2.6), and upon Landlord's return of any monies previously deposited by Tenant, the parties hereto shall have no further rights or liabilities with respect to each other. Landlord's obligation to complete the Premises within the time specified in this Section 2.4 shall not be extended for any reason except delays caused by Tenant, casualty, acts of God, strikes, lockouts, or other labor troubles, fire, flood, war, civil disorder or government regulations or government delay (e.g. delays in issuance of any permit or other entitlement required for the Premises, government-caused delays in conducting any inspection required by any such permit or entitlement and similar delays).

2.5 Option to Extend Term. Landlord grants to Tenant two (2) consecutive options to extend the Lease Term ("Extension Option") for a period of five (5) years each ("Option Term"), subject to the conditions described in this Section 2.5. The Extension Options must be exercised by Tenant, if at all, only at the time and in the manner provided in this Section 2.5.

2.5.1 Exercise of Option. If Tenant wishes to exercise its Extension Option with respect to an Option Term, Tenant shall deliver written notice to Landlord no less than twelve (12) months before the expiration of the initial Lease Term or first Option Term, as the case may be.

2.5.2 Conditions of Option. Each Extension Option may be exercised only by written notice delivered by Tenant to Landlord as provided in Subsection 2.5.1 and only if, as of the date of delivery of the notice, Tenant is not in default under this Lease after the expiration of any applicable cure periods. If Tenant properly exercises the Extension Option, the Lease Term, as it applies to the entire Premises then leased by Tenant, shall be extended for the respective Option Term.

2.5.3 Option Rent.

2.5.3.1 Rental Rates. The monthly Rent payable by Tenant during the first year of each Option Term shall be equal to ninety-five percent (95%) the Fair Market Rental Value of the Premises as of the commencement of the respective Option Term. For purposes of this Section 2.5.3.1, Fair Market Rental Value of the Premises shall be determined in the manner provided in Section 2.5.3.2. The monthly Rent payable by Tenant during the Option Terms shall be increased on every anniversary of the Commencement Date as provided in Section 4.3 below.

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

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

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

2.6 Termination by Tenant.

2.6.1 Tenant may terminate this Lease, in accordance with Section 2.6.2 below, upon three hundred sixty-five (365) days' prior written notice to Landlord ("Termination Notice") on the happening of any one or more of the following events: (a) the County Board of Supervisors fails to appropriate sufficient funds for the rental of the property covered by this Lease; (b) the County Board of Supervisors discontinues, in whole or in part, the program or agency for which the Premises were leased; (c) the funding, whether County, State or Federal, for the program or agency for which the Premises were leased is reduced or withdrawn; or (d) Tenant has approved and funded a new County Administration Center, whether on County owned or leased land, the construction of which shall be substantially completed no later than three hundred sixty-five (365) days after the date of the Termination Notice (as defined above).

2.6.2 Termination Procedures.

2.6.2.1 Exercise of Termination Right. The termination shall be effective as of the date which is three hundred sixty-five (365) days after Tenant delivers the Termination Notice to Landlord ("Lease Termination Date"). If Tenant terminates the Lease pursuant to this Section 2.6, Tenant's delivery of the Termination Notice to Landlord shall be accompanied by an amount equal to the Lease Termination Fee, as defined in Subsection 2.6.2.2.

2.6.2.2 Lease Termination Fee. The Lease Termination Fee shall be the amount set forth in the schedule attached hereto as Exhibit I which corresponds to the month after the Commencement Date in which the Lease Termination Date occurs.

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

ARTICLE 3

USE OF PREMISES

3.1 Tenant's Use. Tenant shall use and occupy the Premises for government office and directly related uses.

3.2 Landlord's Obligations. Landlord shall lease space in the Building only for purposes consistent with the maintenance of a first class office/commercial building of the kind and character of the Building as of the date hereof.

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

ARTICLE 4

RENT

4.1 Definition of "Rent". Commencing on the Commencement Date, Tenant shall pay to Landlord rent ("Rent") in equal monthly installments 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 Premises), in advance on or before the first day of each and every calendar month during the Lease Term, without any setoff or deduction except as provided in Section 4.4.

Landlord shall provide an invoice to Tenant no later than the 10th day of the preceding month for the following month's Rent, however failure by Landlord to deliver any such invoice to Tenant shall not relieve Tenant of the obligation to pay Rent. Payment shall be made at the address set forth in Section 19.3 or at any other place that Landlord may from time to time designate in writing. Tenant shall not be obligated to recognize any agent for the collection of Rent until written notice of the appointment and the extent of the authority of such agent shall be provided to Tenant by Landlord. Tenant shall not be responsible for any operating expenses or operating expense pass-throughs (e.g. expense stop or base year type) during the Lease Term.

4.2 Initial Payment; Proration. The Rent for the first full calendar month of the Lease Term shall be paid on the Commencement Date. If any payment date (including the Commencement Date) for Rent, falls on a day other than the first day of that calendar month, or if any Rent payment is for a period shorter than one calendar month, the Rent for that fractional calendar month shall accrue on a daily basis for each day of that fractional month at a daily rate equal to 1/365 of the total annual Rent. All other payments or adjustments that are required to be made under the terms of this Lease and that require proration on a time basis shall be prorated on the same basis.

4.3 Rental Adjustments. Rent shall be increased by three percent (3%) on the first anniversary date of the Commencement Date and on each subsequent anniversary of the Commencement Date occurring thereafter during the term of this Lease, including Option Terms.

ARTICLE 5

MAINTENANCE

5.1 Maintenance of Building and Premises. Except as otherwise provided in this Lease, during the Lease Term, Landlord, at its expense, agrees to maintain the Building and the Premises, in first class condition appropriate for a building of this type and in this location. This obligation shall include, but not by way of limitation, the maintenance and repair of any air conditioning, heating, ventilating, sprinkler, sewage, electrical, gas, life safety, water supply or steam system, foundation, superstructure, structural roof, roofing membrane, exterior walls, and other structural members and parts of the Building, all ordinary maintenance of the exterior portions of the Building such as painting and/or washing the exterior walls and windows, maintaining the exterior portions of the Building, cleaning and maintaining sidewalks adjacent to the Building, rubbish removal and all interior maintenance, repair and replacement, including, without limitation, the replacement of fluorescent and other lighting (e.g., light bulbs, ballasts) and furnishing of all restroom cleaning and supplies. In addition, Landlord shall provide, for the use by Tenant and its customers, agents, employees, assignees, subtenants, licensees and invitees during the hours of 7:00 a.m. - 6:00 p.m., Monday through Friday; excluding County holidays (hereinafter, the "Normal Business Hours"), building utility services and building maintenance personnel who shall, at the option of Landlord, be either on duty in the Building or reasonably available to the Tenant and capable of promptly performing the services or work required hereby. Landlord shall have thirty (30) days after notice from Tenant to perform its obligations under this Section 5.1, except that Landlord shall perform its obligations immediately if the nature of the problem presents a hazard or emergency or substantially interferes with Tenant's use of the Premises. If Landlord does not perform its obligations within the time limitations in this Section 5.1, Tenant may perform the obligations after first giving Landlord fifteen (15) days' prior written notice of its intention to do so, and provided Landlord does not perform its obligations within said fifteen (15) day period, Tenant shall have the

right to be reimbursed for the sum Tenant actually expends in the performance of Landlord's obligations.

5.2 Maintenance by Tenant. Tenant shall be responsible for the maintenance, including repair and/or replacement desired by Tenant, of its interior signs, furnishings, trade fixtures installed by or on behalf of Tenant, and other personal property used in connection with the Premises. Tenant shall not be responsible for any of the items that are Landlord's responsibilities under this Lease.

ARTICLE 6

UTILITIES AND SERVICES

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

6.2 After Hours Utilities. If requested by Tenant, Landlord shall furnish heat and air conditioning at times other than during Normal Business Hours ("After Hours Utilities") and the cost of such After Hours Utilities as established by Landlord shall be paid by Tenant as Additional Rent, payable concurrently with the next installment of monthly Rent. As of the Effective Date, Landlord's charges for After Hours Utilities are One Hundred Five Dollars (\$105) per heating and air conditioning ("HVAC") unit per hour, and any increases in such charges during the Lease Term shall be based on actual increases in Landlord's cost of providing the same. Landlord's charges for After Hours Utilities shall be based on Landlord's actual direct utility costs (e.g., PG&E bills), plus Landlord's other actual and estimated costs, including, without limitation, the costs of filters, belts, refrigerant, labor, hazmat disposal, a reasonable depreciation factor or replacement reserve for the HVAC system on account of said additional hours of operation. Landlord and Tenant agree that After Hours Utilities hourly rate has been established in an amount so as to reimburse Landlord for its actual cost to provide the After Hours Utilities and a reasonable reserve for depreciation or replacement of the HVAC equipment, without a profit to Landlord. Tenant acknowledges that at least twenty-four (24) business hours' prior notice to Landlord is required for any After Hours Utilities.

6.3 Failure to Furnish Utilities. Except as hereinafter provided, Landlord shall not be liable for any failure to furnish any of such services or utilities when such failure is caused by strikes, lockouts, other labor troubles or other conditions beyond Landlord's reasonable control (financial inability excepted), and Tenant shall not be entitled to any damages nor shall any such failure relieve Tenant of the obligation to pay Rent, or constitute or be construed as a constructive or other eviction of Tenant. Notwithstanding the foregoing, Rent of any kind provided in this Lease shall be equitably abated in the event Landlord, for whatever reason, is unable to supply any utilities serving the Premises for a period of thirty-six (36) hours or more, unless the damage or defective condition relating to failure of such systems is caused by: (a) Tenant, its employees, licensees or invitees; or (b) strike, lockout or other labor troubles; or (c) other conditions beyond Landlord's reasonable control (financial inability excepted). If the damage or defective condition is caused by one of the

above three listed reasons, then the amount of such abatement shall be agreed upon by Landlord and Tenant or, in the event Landlord and Tenant are unable to agree on such abatement, the amount shall be determined in an arbitration proceeding (pursuant to the terms of Article 23) according to the extent to which such unavailability interferes with Tenant's normal business operations on the Premises. If Landlord's failure to furnish any such services or utilities to the Premises or to supply any of the Building's sanitary, electrical, heating, air conditioning, water or other systems serving the Premises for any period of time in excess of twenty-four (24) hours is caused by the negligence or willful act of Landlord, or Landlord's agents or contractors, there shall be an immediate abatement of Rent for the period of such failure or lack of supply in excess of said twenty-four (24) hour period. In the event of any stoppage or interruption of services, Landlord shall use commercially reasonable and diligent efforts to restore said services as soon as possible.

6.4 Janitorial Services. Landlord agrees to provide reasonable bonded cleaning service consistent with first class buildings for the Premises and for all of the public and common areas in the Building and appurtenances thereto, including stairways. Such services shall include those set forth in Exhibit F attached hereto and incorporated herein by this reference. Tenant shall have the right for any reason whatsoever or for no reason, upon thirty (30) days' prior written notice to Landlord, to assume responsibility for providing janitorial service and supplies to the Premises, and in said event, the Rent due under this Lease shall be reduced by the actual amount of savings in costs for such janitorial services and supplies incurred by Landlord as a result of such performance by Tenant, as determined based on the actual costs incurred by Landlord for such janitorial service and supplies during the 12-month period ending on the last day of the last full calendar month ending before the commencement of such performance by Tenant. Landlord covenants and agrees, at its sole cost and expense: (a) to comply with all present and future Laws and Orders regarding the collection, sorting, separation, and recycling of garbage, trash, rubbish and other effuse (collectively "trash"); (b) to sort and separate trash and recycling into such categories as are provided by Laws and Orders; and (c) that Landlord shall pay all costs, expenses, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Landlord's failure to comply with the provisions of this Section 6.3.

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

ARTICLE 7

ALTERATIONS AND IMPROVEMENTS

During the term of this Lease, Tenant shall make no alterations, installations, additions, or improvements to the Premises costing more than Twenty Thousand and No/100 Dollars (\$20,000.00) without submitting to Landlord plans and specifications therefor at least thirty (30) days prior to commencement of work, and obtaining Landlord's written consent, which consent will not be unreasonably withheld or delayed. In the event Tenant makes any alterations, installations, additions, or improvements to the Premises costing less than Twenty Thousand and No/100 Dollars (\$20,000.00), then Tenant shall provide Landlord with plans and specifications therefor, within thirty (30) days of commencement of the work. Landlord, without any cost to itself, shall cooperate

with Tenant in securing building and other permits and authority necessary from time to time for any work permitted under this Lease. Tenant may at any time remove any equipment and trade fixtures installed by or on behalf of Tenant in the Premises. Improvements made by Tenant at any time to the Premises during the term of this Lease shall be and remain the property of Tenant until the expiration or sooner termination of the Lease Term, whereupon ownership thereof will vest in Landlord, unless Landlord otherwise requires.

ARTICLE 8

PARKING

Included in Tenant's rental herein is the right of Tenant's customers and invitees to use free of charge, in common with other tenants (except as expressly provided below), a total of one hundred two (102) parking spaces (approximately 3.74 parking spaces for each 1,000 square feet of Rentable Area) in the parking area associated with the Building as shown on the site plan attached hereto as **Exhibit B**. Landlord shall designate three (3) parking spaces in surface lots as reserved for Tenant. The location of said reserved parking spaces shall be mutually agreed upon by Landlord and Tenant.

ARTICLE 9

INSURANCE AND INDEMNITY

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

9.2 Indemnity.

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

9.2.2 Indemnification of Tenant. Landlord agrees to indemnify Tenant against and save Tenant harmless from any and all loss, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs that may be asserted by any party and incurred in connection with or arising from: (a) any default by Landlord in the observance or performance of any of the terms, covenants or conditions of this Lease on Landlord's part to be observed or performed; (b) the use or occupancy or manner of use or occupancy of the Building by Landlord or any person or entity claiming through or under Landlord, except Tenant; (c) the condition of the

Building or any occurrence in the Building from any cause whatsoever except to the extent caused by the negligence or willful misconduct of Tenant; or (d) any acts, omissions or negligence of Landlord or of the contractors, agents, employees, visitors or licensees of Landlord in, on or about the Building including, without limitation, the design and construction of the Building or the Premises. Landlord's obligations under this Section 9.2.2 shall survive the termination of the Lease.

ARTICLE 10

DESTRUCTION AND UNTENANTABILITY OF PREMISES

10.1 Loss -- Insured or Uninsured. Subject to the options to terminate hereinafter provided in this Article 10, if during the Lease Term, the Building or any portion thereof is damaged by fire, earthquake or other casualty or peril, Landlord shall with all due diligence (upon receipt of insurance proceeds) repair or rebuild the Building and the Premises to the condition at least equal to that existing immediately prior to said damage. In connection therewith, Landlord shall use any such insurance proceeds for such purpose, together with any insurance proceeds received by Tenant by reason of insurance on improvements made by it in excess of the actual amount needed to replace or restore Tenant's improvements, fixtures and equipment, provided that any such proceeds received by Tenant shall be used only for the replacement or restoration of Tenant's improvements, fixtures and equipment. If, by reason of the provisions of any mortgage or deed of trust executed by Landlord encumbering the Building, insurance proceeds are required to be made payable to the lienholder and/or the policies of insurance placed in its custody, Tenant hereby consents thereto, provided that the lienholder in question shall first agree in writing with Landlord to make the proceeds of said insurance available for the repair and restoration of the Building.

10.2 Major Damage. For purposes of this Article 10, "major damage" to the Building resulting from fire, earthquake or any other casualty or peril is defined as damage to such extent that the estimated cost of full repair of such damage is greater than fifty percent (50%) of the then full replacement value of the Building as required for purposes of the then existing insurance policies provided for in Article 9. Any other damage to the Building from any such casualty or risks shall be deemed to be "non-major."

10.3 Tenant's Option to Terminate in Certain Events. If during the Lease Term the Building or any portion thereof receives damage to such an extent that the cost to repair the damage exceeds fifty percent (50%) of the then full replacement value of the Building and the effect of which is to render the Premises untenable, for continued occupancy for a period of three hundred sixty-five (365) days or more, then Tenant shall have the option to terminate this Lease upon ninety (90) days' notice to Landlord.

10.4 Landlord's Option to Terminate in Event of Major Damage to Building. If during the Lease Term the Building or any portion thereof receives major damage, Landlord shall have the option to terminate this Lease on ninety (90) days' written notice to Tenant, provided that Landlord also terminates the leases of all other tenants of the Building, in which event proration of Rent shall be made to be effective upon the date of such major damage, and Landlord shall have no further obligations to Tenant. Notwithstanding the foregoing, Landlord shall have the absolute obligation to rebuild the Building after major damage in the manner set forth in Section 10.1 if either (a) the insurance proceeds are sufficient to pay for such rebuilding and Tenant does not elect to terminate this Lease pursuant to Section 10.3 above, or (b) Tenant gives notice, in writing, prior to the

expiration of the 60-day period set forth above, that it desires to have the Building, or so much thereof as may be necessary to constitute a complete architectural unit, restored to a condition that will provide Tenant with suitable facilities, satisfactory in the parties' reasonable determination, for its continued use of the Premises, and that Tenant will supply any additional funds, if any, that may be necessary, in addition to any insurance proceeds, to pay for such partial rebuilding. If Tenant gives such notice to Landlord, Tenant and Landlord shall each agree upon the plans and specifications for such rebuilding, the cost thereof, and the method by which Tenant shall supply to Landlord the additional funds necessary for such rebuilding, and the Rent necessary for such rebuilding, and the Rent paid by Tenant shall be equitably reduced in accordance with its contribution of additional funds toward such rebuilding by amortizing such contribution over the then remaining Lease Term. If Landlord and Tenant are unable to agree on any aspect of such rebuilding, the matter shall be submitted to arbitration in accordance with the provisions of Article 23.

10.5 Proration. In the event of termination pursuant to the provisions of this Article 10, Tenant shall surrender to Landlord possession of the Premises and shall pay to Landlord any Rent hereunder accruing to the date of such damage.

10.6 Abatement of Rent. In the event that after any damage or destruction this Lease is not terminated in accordance with its provisions, Rent shall be equitably prorated and abated during the period commencing with the date of the casualty and continuing until such repairs are completed in the proportion that the Rent of the part usable by Tenant for the normal operation of Tenant's business on the Premises bears to the rental of the total space then leased by Tenant, taking into consideration the rental rate per Rentable Square Foot for the space for which the proration is made and any adverse effects and disruptions to Tenant's business caused during the period of such repairs.

ARTICLE 11

EMINENT DOMAIN

11.1 Appropriation. In the event of any taking of or damage to all or any part of the Building or Premises, including any interest therein or appurtenant thereto, by reason of any exercise of the power of eminent domain, whether by a condemnation proceeding, inverse condemnation or otherwise, or in the event of any transfer, conveyance, or sale of all or any part of the Building or Premises, including any interest therein, or appurtenant thereto made in lieu of an exercise of the power of eminent domain (all of the foregoing being hereinafter referred to as "appropriation") prior to or during the Lease Term, the rights and obligations of Landlord and Tenant with respect to such appropriation, each time there is an instance of such appropriation, shall be governed by the provisions of this Article 11.

11.2 Date of Appropriation. For the purposes of this Article 11, the date of appropriation shall be the date upon which the condemning authority takes possession of all or any part of the Building or any interest therein or appurtenant thereto, or the date upon which Tenant is required by the condemning authority to commence vacating the Premises or any portion thereof, or any interest therein or appurtenant thereto, as a result of such appropriation, whichever date shall first occur.

11.3 Appropriation of All of the Building. In the event of appropriation of all of the

Building, this Lease, subject to all provisions of this Article 11 pertaining to payments to be made, shall terminate as of the date of such appropriation.

11.4 Appropriation of Less than All of the Building or Premises.

11.4.1 General Provisions. Except as provided in this Section 11.4, in the event of appropriation of less than all of the Building or of the Premises, this Lease shall continue in full force and effect, except that, as to the portion of the Premises so appropriated, this Lease shall terminate as of the date of appropriation.

11.4.2 Right to Terminate.

(i) If the appropriation shall render the Premises unavailable or unsuitable, in Tenant's sole opinion, to continue Tenant's normal use of the Premises, Tenant shall have the right to terminate this Lease. Exercise of such right by Tenant shall be made by written notice to Landlord on or before thirty (30) days after the date of Tenant's receipt of written notice of appropriation. Any such termination shall be effective as of the date of the appropriation.

(ii) Subject to the provisions of Section 11.4.5, in the event that fifty percent (50%) or more of the rentable area of the Building (as it existed on the date of the appropriation) should become untenanted or unoccupied because the appropriation renders such space unavailable or untenanted, Landlord shall have the right to terminate this Lease, provided that Landlord also terminates the leases of all other tenants of the Building. Exercise of such right shall be made by notice to Tenant on or before thirty (30) days after the date of receipt of notice of appropriation.

11.4.3 Abatement of Rent. The Rent for the remainder of the Lease Term shall be prorated in the same proportion that part of the Premises usable by Tenant for the normal operation of its business bears to the total Premises immediately prior to the appropriation, taking into consideration the Lease rental rate per Rentable Square Foot for the space for which the proration is made. Rent shall also be abated for any portion of the Premises that is not appropriated but is rendered temporarily unusable by virtue of repairs or restoration necessitated by the appropriation of other space.

11.4.4 Restoration of Premises by Landlord. If this Lease is not terminated pursuant to Section 11.4.2 and subject to Section 11.4.5, Landlord will make any restoration of the remainder of the Building and the Premises necessitated by reason of the appropriation of less than all of the Building as promptly as reasonably practicable to as close to the same condition (as circumstances permit) as existed immediately prior to such appropriation.

11.4.5 Restoration of Premises with Tenant Funds. If Landlord would otherwise have the right to terminate this Lease pursuant to Section 11.4.2(ii), Landlord shall not have the right to terminate this Lease if Tenant, within thirty (30) days after receipt of notice from Landlord that Landlord has elected to terminate this Lease pursuant to Section 11.4.2(ii), notifies Landlord that Tenant desires to have the Building, or so much thereof as may be necessary to constitute a complete architectural unit, restored to a condition which will provide Tenant with suitable facilities in Tenant's sole opinion for its continued use of the Premises and that Tenant will supply any additional funds, if any, that may be necessary, in addition to the net amount of the award paid to Landlord under the provisions of Section 11.6, including severance damages (without offset for special benefits) after first deducting any and all amounts which constitute Tenant's share of the

award pursuant to Section 11.6. In such event, Tenant and Landlord shall each agree upon the plans and specifications for such rebuilding, the cost thereof, and the method by which Tenant shall supply to Landlord the additional funds necessary for such rebuilding, and the Rent payable by Tenant shall be equitably reduced in accordance with its contribution of additional funds toward such rebuilding by amortizing such contribution over the then remaining Lease Term. If Landlord and Tenant are unable to agree on any aspect of such rebuilding, the matter shall be submitted to arbitration in accordance with the provisions of Article 23.

11.5 Amounts Payable by Reason of Termination. If this Lease is terminated pursuant to Section 11.4.2, the entire award (less any amounts separately awarded to Tenant under subsections (1) through (6) below, and less the reasonable expenses of Landlord and Tenant incurred in such appropriation proceedings which shall be paid to Landlord or Tenant, as applicable) made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representative shall have the right to participate in any negotiations with respect to the amount or allocation of such award. Payment from the award shall be made first to the senior mortgage holder on the Building in an amount necessary to repay its security interest and then Tenant shall have the right to make a separate claim in the condemnation proceedings and to share in the aggregate award which is paid by the condemnor or awarded by the court specifically for: (1) the fair market value of the unexpired portion of the Lease Term and including Tenant's right to terminate as set forth in Section 2.6) in excess of the Rent provided for herein, exclusive of any immovable trade fixtures or improvements; plus (2) any severance damages attributable to the unexpired Lease Term; plus (3) the taking of the unamortized or undepreciated value of any leasehold improvements owned by Tenant that Tenant has the right to remove at the end of the Lease Term and that Tenant elects not to remove; plus (4) reasonable removal and relocation costs for any leasehold improvements that Tenant has the right to remove and elects to remove (if condemnor approves the removal); plus (5) relocation costs under Government Code section 7262, the claim for which Tenant may pursue by separate action independent of this Lease; plus (6) any other amount in addition to the foregoing that does not reduce the amount of the award payable to the Landlord.

11.6 Damages if Lease Not Terminated. In the event of any appropriation of less than all of the Building or the Premises, if this Lease is not terminated pursuant to provisions of Section 11.4.2, the entire award made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representatives shall have the right to participate in any negotiations with respect to the amount or allocation of such award. All of such award shall be used first to reimburse Landlord and Tenant for costs incurred in such appropriation proceedings, then shall be used to repair or restore the Building as provided in this Article 11, and any remaining balance shall be allocated between Landlord and Tenant pro rata in accordance with Section 11.5.

11.7 Interest. Tenant shall be entitled to the share of any interest paid on any award to the extent the same is allocable to the amounts to which Tenant is entitled.

11.8 Abatement of Monetary Obligations of Tenant. In addition to any other abatement provided for in this Lease, all monetary obligations of Tenant hereunder shall be abated in an equitable amount based upon the interference with Tenant's normal business operations at the Premises commencing with the date of the appropriation and continuing during the period of any restoration and, in addition, for the remainder of the Lease Term to the extent that the Premises are not fully restored.

11.9 Proration and Refund of Payments. If this Lease is terminated pursuant to this

Article 11, the Rent shall be prorated to the date of termination. Landlord shall repay to Tenant any Rent paid by Tenant for any period beyond the date of termination to the extent same is in excess of amounts then owed by Tenant to Landlord.

11.10 Date of Payments. All payments due Tenant from Landlord by reason of an appropriation shall be paid to Tenant without prior notice or demand and on or before the expiration of a period of ten (10) days from the date on which the amount of the award is finally determined and Landlord obtains, or has the right to obtain, whichever shall first occur, such award. If Landlord shall fail to make any such payments to Tenant on or before the expiration of such ten (10) day period, in addition to any and all other remedies available to Tenant under this Lease or otherwise, Landlord shall be obligated to pay interest to Tenant on the unpaid amount of such payments at the maximum rate permitted by law.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1 Definition of "Laws and Orders." For purposes of this Article 12, the term "Laws and Orders" includes all Federal, State, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued which are applicable to the Premises, the Building and the Real Property. The term also includes government measures regulating or enforcing public access or occupational or health or safety standards for employers, employees, landlords, or tenants (including, without limitation, tenants that are public entities).

12.2 Compliance with Laws and Orders. Throughout the term of this Lease, Landlord, at Landlord's sole expense, shall comply with all Laws and Orders with respect to the Building. Landlord shall promptly make all repairs, replacements, alterations, or improvements needed to comply with all Laws and Orders; provided, however, that Landlord shall have no obligation to modify the Real Property, the Building, the Premises, or the Common Area to comply with building codes or other Laws and Orders: (a) first becoming effective after Landlord substantially completes its work to the Premises required by Section 1.3 hereof, unless such Laws and Orders specifically so require; or (b) in connection with any Alterations made by or for Tenant.

12.3 Rent Abatement. Tenant's Rent shall be abated while Tenant's use and enjoyment of the Premises is disrupted by any work required by Section 12.2, provided Tenant is not actually using the space.

12.4 Certified Access Specialist Disclosure. As required by Section 1938(a) of the California Civil Code, Landlord discloses to Tenant that the Premises have not undergone inspection by a Certified Access Specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, Landlord also states that:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a

CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

ARTICLE 13

SURRENDER

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

ARTICLE 14

SUBORDINATION

This Lease may, at the option of Landlord, be made subordinate to any mortgage or deed of trust now or hereafter placed upon or affecting the real property of which the Premises form a part, and to all renewals, modifications, replacements and extensions thereof; provided that as a condition of such subordination, and only if a separate written agreement is entered into by the mortgagee named in any such mortgage, or by the trustee and the beneficiary named in any such deed of trust, and is recorded simultaneously with said mortgage or deed of trust, providing that notwithstanding any default in the mortgage or deed of trust and any foreclosure thereof, or the enforcement by the holder thereof of any rights or remedies, including sale thereunder, or otherwise, this Lease shall be recognized, remain in full force and effect, and the Tenant shall be permitted to remain in quiet and peaceful possession of the Premises throughout the term thereof, and any extension or renewal thereof, as long as Tenant shall not be in default under this Lease, or, if Tenant is in such default, as long as Tenant's time to cure such default shall not have expired. Such agreements shall substantially be in the forms of **Exhibit H** attached hereto. If Tenant has received the nondisturbance agreement and estoppel certificate in the form(s) attached hereto as **Exhibit H**, Tenant shall, within thirty (30) days after Landlord's request, execute any further instruments or assurances in recordable form that Landlord reasonably considers necessary to evidence or confirm the subordination or superiority of this Lease to any such encumbrances or underlying leases. Such subordination instrument(s) shall be strictly limited to matters contained in the nondisturbance agreement and estoppel certificate, and no such instruments may increase any of Tenant's obligations or decrease any of Tenant's rights under this Lease (other than to require notification of mortgagee whenever Tenant notifies Landlord under this Lease). Tenant's failure to execute and deliver such instrument(s) shall constitute a default under this Lease only if Landlord has first delivered the nondisturbance agreement and estoppel certificate required hereunder to Tenant.

ARTICLE 15

TRANSFER OF TENANT'S INTEREST

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

ARTICLE 16

QUIET ENJOYMENT AND TITLE

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

ARTICLE 17

ENVIRONMENTAL REPRESENTATIONS

17.1 Definition of "Hazardous Material." As used in this Article 17, the term "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Building. Hazardous Material includes:

(a) Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675);

(b) "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k);

(c) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable Federal, State or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);

(d) Petroleum products;

(e) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4;

(f) Asbestos in any form or condition; and

(g) Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

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

17.2 Compliance with Laws. With respect to Landlord's use of the Premises, the Building and the Real Property prior to this Lease, Landlord represents and warrants to Tenant that to the best of Landlord's actual knowledge, at the commencement of the Lease, the Premises, the Building and the Real Property are in compliance with all Federal, State and local laws, regulations and standards relating to the use, occupancy, production, storage, sale, disposal, or transportation of any Hazardous Materials ("Hazardous Substance Laws").

17.3 Right of Reimbursement. Tenant shall have the right to reimbursement by Landlord for Tenant's costs and expenses incurred by Tenant for any breach of Landlord's representations and warranties set forth in this Article 17. Landlord shall reimburse Tenant for such costs and expenses pursuant to this Section 17.3, within sixty (60) days of receipt of Tenant's invoice for such costs and expenses.

17.4 Termination of Lease. In the event that Hazardous Materials are found to be present on the Premises, the Building or the Real Property through no fault of Tenant and such that the Premises, the Building and/or the Real Property are not in compliance with Hazardous Substance Laws, Tenant may, upon thirty (30) days' written notice to Landlord, terminate this Lease.

17.5 Indemnification. Landlord shall indemnify and hold Tenant fully harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, cost or expense, including reasonable attorneys' fees, environmental consultant fees and laboratory fees and costs

and expenses of investigating and defending any claims or proceedings resulting from or attributable to: (a) the presence, disposal, release or threatened release of any Hazardous Materials that are on, from or affecting the Premises, the Building or the Real Property, including, without limitation, the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death), or property damage (real or personal) arising out of or relating to any Hazardous Materials; (c) any lawsuits or administrative action brought or threatened, settlement reached or governmental order relating to any Hazardous Materials; or (d) any violation of any laws applicable to any Hazardous Materials.

17.6 Survival. Landlord's indemnification obligations under Section 17.5 above shall survive the expiration or sooner termination of this Lease.

17.7 Notices. The parties shall give each other written notice within three (3) calendar days after the date on which either party learns or first has reason to believe that: (a) there has or will come to be located on or about the Premises, the Building or the Real Property any Hazardous Materials; (b) any release, discharge or emission of any Hazardous Materials that has occurred on or about the Premises, the Building or the Real Property; (c) any (i) enforcement, cleanup, removal or other governmental or regulatory action has been threatened or commenced against Landlord or with respect to the Premises, the Building or the Real Property pursuant to any Hazardous Substances Laws; or (ii) any claim has been made or threatened by any person or entity against Landlord, Tenant, or the Premises, the Building or the Real Property on account of any alleged loss or injury claimed to result from the alleged presence or release on the Premises, the Building or the Real Property of any Hazardous Materials; or (iii) any report, notice, or complaint has been made to or filed with any governmental agency concerning the presence, use or disposal of any Hazardous Materials on the Premises, the Building or the Real Property. Any such notice shall be accompanied by copies of any such claim, report, complaint, notice, warning or other communications that is in the possession of or is reasonably available to such party.

17.8 Audits. Landlord shall, upon completion of any environmental sampling and testing of the Premises, the Building or the Real Property, the surrounding soil in any adjacent areas, any groundwater located under or adjacent to the Premises, the Building or the Real Property, and/or adjoining property, provide Tenant with copies of all reports of the results of such environmental audit.

17.9 Clean-Up. If Landlord is responsible for the clean-up of any contamination of the Premises, the Building or Real Property, Landlord shall carry out and complete, at its own cost and expense, any repair, closure, detoxification, decontamination, or other cleanup of the Premises, the Building or the Real Property required by Hazardous Substance Laws. Should Landlord fail to implement and diligently pursue any such clean-up promptly upon receipt of notice thereof, then Tenant shall have the right, but not the obligation, to carry out such clean-up, and to recover all of the costs and expenses thereof from Landlord. Landlord shall reimburse Tenant for its costs for performance of such work within sixty (60) days of receipt of Tenant's invoice for the work.

ARTICLE 18

INSPECTION AND ENTRY BY OWNER

Landlord and its agents shall have the right at any reasonable time and upon at least twenty-four

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

ARTICLE 19

NOTICE

19.1 Notices. All notices (including requests, demands, approvals, or other communications) unless otherwise set forth in this Lease, under this Lease shall be in writing.

19.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

- (a) When personally delivered to the recipient, notice is effective on delivery.
- (b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.
- (c) When mailed by certified mail with return receipt requested, notice is effective two (2) days following mailing.
- (d) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery.

19.2 Refused, Unclaimed, or Undeliverable Notices. Any correctly addressed notice that is delivered pursuant to Section 19.1.1(b) or (d) is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

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

"Tenant" **COUNTY OF SONOMA**
Facilities Development & Management
Attn: Real Estate Manager
2300 County Center Drive, Suite A220
Santa Rosa, California 95403

With a copy to:

COUNTY OF SONOMA
Department of Health Services
Attn: Administration
3313 Chanate Road
Santa Rosa, California 95403

"Landlord" **CORNERSTONE PROPERTIES II S, LLC**
Attn: Asset Manager
1435 North McDowell Boulevard, Suite 110
Petaluma, CA 94954

ARTICLE 20

DEFAULTS; REMEDIES

20.1 Landlord's Default. Landlord shall be in default of this Lease if Landlord fails or refuses to perform any provisions of this Lease that Landlord is obligated to perform if the failure to perform is not cured within thirty (30) days after notice of default has been given by Tenant to Landlord, or such shorter period if specified in this Lease. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within the thirty (30) day period and diligently and in good faith prosecutes such cure to completion.

20.2 Tenant's Remedies on Landlord's Default. Tenant, at any time after Landlord commits a default, may terminate this Lease or may cure the default at Landlord's cost. If Tenant at any time, by reason of Landlord's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Tenant shall be due from Landlord to Tenant within sixty (60) days of written notice that the sum was paid, and if paid at a later date shall bear interest at a rate of four percent (4%) per annum from the date the sum is paid by Tenant until Tenant is reimbursed by Landlord. The remedies set forth in this Section 20.2 are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease. In the event Landlord disputes that it is in default, Landlord shall have the right to initiate an arbitration proceeding in accordance with Article 23 except that the arbitrator shall be appointed by the presiding judge of the Sonoma County Superior Court and once appointed each side shall have ten (10) business days to submit written statements and supporting documents to the arbitrator.

20.3 Tenant's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) The vacating for more than thirty (30) consecutive days or abandonment of the Premises by Tenant;

(b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, including the payment of Rent, where such failure shall continue for a period of thirty(30) days after written notice is given by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty(30) day period and thereafter diligently prosecutes such cure to completion. The purpose of this notice requirement is to extend the notice requirements of the unlawful detainer statutes of California.

20.4 Landlord's Remedies on Tenant's Default. In the event of any default by Tenant which is not cured by Tenant, Landlord may terminate this Lease by giving Tenant thirty (30) days' notice of termination. The purpose of this notice requirement is to extend the notice requirement

of the unlawful detainer statutes of California. On termination of the Lease for default pursuant to this Section 20.4, Landlord shall have the right to recover from Tenant only the following amounts for any and all damages which may be the direct or indirect result of such default:

(a) The worth, at the time of the award, of the unpaid Rent that has been earned at the time of termination of this Lease;

(b) The worth, at the time of the award, of the amount by which the unpaid Rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of Rent that Landlord proves could not have been reasonably avoided;

(c) The worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of the loss of Rent that Landlord proves could not have been reasonably avoided; and

(d) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default which Landlord proves could not have been reasonably avoided;

(e) Landlord shall have the option provided in Civil Code section 1951.4, which provides that, when a tenant has the right to sublet or assign (subject to reasonable limitations), the landlord may continue the lease in effect after the tenant's breach and abandonment and recover rent as it becomes due. Accordingly, if Landlord does not elect to terminate the Lease on account of any default by Tenant, Landlord may enforce all of Landlord's rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

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

ARTICLE 21

SIGNAGE

Upon the commencement of this Lease, Landlord shall provide: (a) suite front door signage consistent with the existing signage program for the Building reasonably acceptable to Tenant (in conformance with all Laws and Orders (as defined in Article 12); and (b) signage on the Property monument sign (located near the 1st floor entrance to the Building). The cost of the signage and lettering shall be Landlord's responsibility.

ARTICLE 22

BROKERAGE

Neither party has had any contact or dealings regarding the Premises or any communication in

connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the Lease contemplated herein, except for **Russ Mayer** and **Dave Peterson of Keegan and Coppin Company, Inc.**, as dual agents in this transaction, whose commissions, if any are due, shall be the responsibility of Landlord pursuant to the terms of a separate agreement. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealing or communication, the party through whom the broker or finder makes his or her claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.

ARTICLE 23

DISPUTE RESOLUTION

23.1 Arbitration of Disputes. Any dispute that is required by the express terms of this Lease to be resolved by arbitration shall be resolved by neutral binding arbitration before a panel of three (3) arbitrators unless otherwise agreed, to be held in accordance with the commercial/real estate arbitration rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction over the dispute.

23.1.1 Qualifications of Arbitrators. The arbitrators shall be real estate appraisers, licensed in the State of California, familiar with handling commercial lease matters.

23.2 Venue. Hearings shall be held in Santa Rosa, California, or another venue determined by mutual agreement of the parties.

23.3 Demand and Limitation on Claims. Any demand for arbitration must be made in writing to the other party and to the American Arbitration Association. No demand for arbitration may be made after the date on which the institution of legal proceedings based on the claim, dispute, or other matter is barred by the applicable statute of limitations.

23.4 Provisional Remedies. The parties shall each have the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order, or appointment of a receiver if the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief or if there is no other adequate remedy. This application shall not waive a party's arbitration rights under this Lease.

23.5 Powers and Duties of Arbitrators. The arbitrators shall have the power to grant legal and equitable remedies, and award damages, that may be granted or awarded by a judge of the Superior Court of the State of California. The arbitrators shall prepare and provide to the parties a written decision on all matters subject to the arbitration, including factual findings and the reasons that form the basis of the arbitrators' decision. The award of the arbitrators shall be mailed to the parties no later than thirty (30) days after the close of the arbitration hearing. The arbitration proceedings shall be reported by a certified shorthand court reporter. Written transcripts of the proceedings shall be prepared and made available to the parties.

23.6 Discovery. The parties shall have the right to discovery in accordance with Code of Civil Procedure Sections 1283.05 and 1283.1 as long as the arbitrators' permission shall not be

required to take a discovery deposition and neither party may take more than three depositions nor more than one set of interrogatories or requests for admissions without the approval of the other party or the arbitrators. All discovery disputes shall be resolved by the arbitrators.

23.7 Application of California Evidence Code. The provisions of the California Evidence Code shall apply to the arbitration hearing.

23.8 Costs and Fees of Arbitrators. Costs and fees of the arbitrators shall be borne by the non-prevailing party unless the arbitrators for good cause determine otherwise.

23.9 Attorney Fees. The prevailing party shall be awarded reasonable attorney fees, expert and non-expert witness expenses, and other costs and expenses incurred in connection with the arbitration, in accordance with Article 24.

ARTICLE 24

ATTORNEY FEES AND COSTS

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

ARTICLE 25

MISCELLANEOUS

25.1 Word Usage. Unless the context clearly requires otherwise: (a) the plural and singular numbers shall each be considered to include the other; (b) the masculine, feminine, and neuter genders shall each be considered to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

25.2 Counting Days. Days shall be counted by excluding the first day and including the last day. If the last day is a Saturday, Sunday, or a legal holiday as described in Government Code Sections 6700-6701, it shall be excluded. Any act required by this Lease to be performed by a certain day shall be timely performed if completed before 5 p.m. local time on that date. If the day for performance of any obligation under this Lease is a Saturday, Sunday, or a legal holiday, the time for performance of that obligation shall be extended to 5 p.m. local time on the first following date that is not a Saturday, Sunday, or a legal holiday.

25.3 Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

25.4 Force Majeure-Specific Exceptions. Unless otherwise specified, the time for performance of an obligation other than the payment of money under this Lease shall be extended for the period during which a party is prevented from performing by acts of God, government, or

other force or event beyond the reasonable control of that party.

25.5 Binding on Successors. This Lease and all of the covenants, agreements, conditions and undertakings contained herein, shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

25.6 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect or be deemed to affect the meaning of any provisions hereof.

25.7 Entire Agreement. This Lease, including all exhibits, contains all of the terms, covenants, conditions and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Premises. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the terms, covenants, conditions and provisions of this Lease cannot be altered, changed, modified or added to, except in writing and signed by Landlord and Tenant. All references herein, directly or indirectly, to the term of this Lease shall also be deemed to include any extensions or renewals thereof provided Tenant herein, unless expressly provided to the contrary.

25.8 Governing Law. This Lease shall be governed exclusively by its express provisions and by the laws of the State of California, and any action to enforce the terms of the Lease or breach thereof shall be brought in Santa Rosa, California.

25.9 No Joint Venture. Nothing herein contained shall be deemed in any way or have any purpose whatsoever to constitute Landlord or Tenant a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other.

25.10 Invalidity. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

25.11 Construction of Lease. This Lease shall be strictly construed neither against Landlord nor Tenant, but shall be construed according to the fair meaning of its terms. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies in law or equity as otherwise specifically provided. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the words "he", "his" or "him" if used with reference to Landlord shall be deemed to include the neuter or feminine gender of such pronoun. "Landlord" whenever used includes all grantors of the term, who shall be held bound jointly and severally hereby.

25.12 Signatures. This Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby agree and acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered.

ARTICLE 26

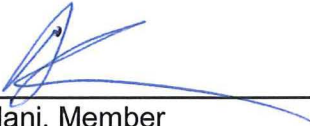
TELECOMMUNICATIONS EQUIPMENT

Tenant shall have the right to install, at Tenant's sole cost, one (1) satellite dish or similar antenna ("Telecommunications Equipment") on the roof of the Building as set forth in this Article 26, subject to the pre-existing rights of other tenants in the Building and the prior written approval of Landlord as to the weight, design, configuration, height, footprint, and visual impact of said dish or antenna, which approval shall not be unreasonably withheld or delayed, but which approval may be reasonably conditioned. The parties expressly agree that Tenant's rights to use the Roof for Telecommunications Equipment hereunder are personal to the actual occupant of the Premises, and may not be sublet or assigned to any third party or used for any purpose other than the occupant's actual business needs (e.g. Tenant may not use the roof as a County of Sonoma MDTs site, 911 site, or general communications site or facility). Tenant shall have the right to install, operate and maintain the Telecommunications Equipment on or about the Premises, the Building and the roof of the Building, subject to Landlord's prior written approval as described in the preceding sentence. In installing the Telecommunications Equipment, Tenant shall adhere to industry standards for installation and workmanship, all work to be completed to Landlord's reasonable satisfaction. Landlord reserves the right to have its roofing inspector supervise and review installation(s) to ensure the integrity of the roof structure is maintained. In addition, the installation of such Telecommunications Equipment shall not cause damage to the Building or roof and the use shall not result in excessive electrical use or diminish the rentable square footage of the Building or square footage of the roof. Tenant shall be responsible for procuring whatever consents, approvals, licenses or permits that may be required for the installation, use, operation and removal of the Telecommunications Equipment, and said installation, use, operation and removal shall comply with applicable Laws and Orders. Tenant shall at all times and at Tenant's sole cost and expense be responsible for proper maintenance of the Telecommunications Equipment and all governmental permits and approvals required in connection therewith. At the expiration or sooner termination of the Lease Term, Tenant shall remove all Telecommunications Equipment and patch the roof area beneath the Telecommunications Equipment to a comparative condition as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

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

"LANDLORD": **CORNERSTONE PROPERTIES II S, LLC**, a California limited liability company

By: 
Alon Adani, Member

"TENANT": **COUNTY OF SONOMA**, a political subdivision of the State of California

By: _____
Caroline Judy, Director
General Services Department

The General Services Director, or General Services Deputy Director, is authorized to execute this Lease, pursuant to the Board of Supervisors' Summary Action dated _____, 2018.

APPROVED AS TO FORM FOR TENANT:

Elizabeth Coleman With, Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

Barbie Robinson, Interim Director
Department of Health Services

Marc McDonald, Real Estate Manager
General Services Department

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____

EXHIBIT A

Premises
(Premises outlined in red)



2nd Floor Plan (not to scale)



Basement Plan (not to scale)

EXHIBIT B

Site Plan

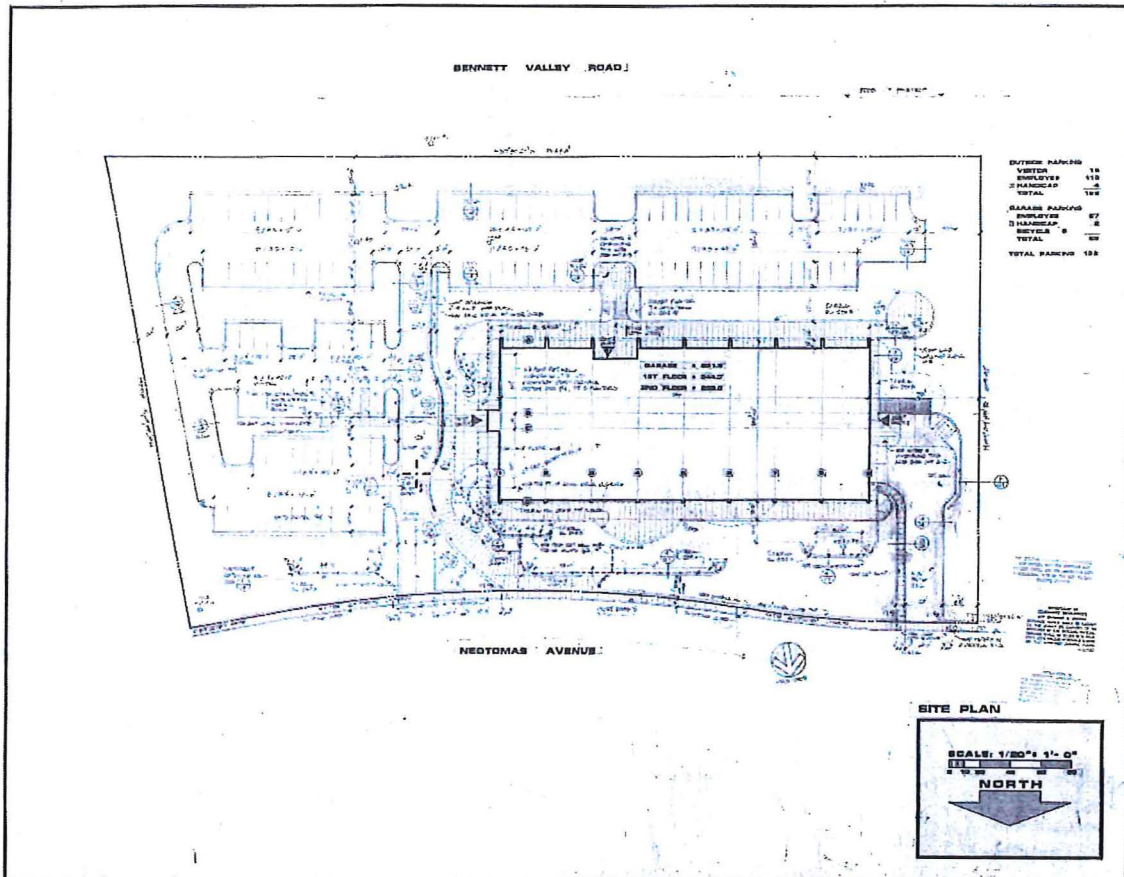


EXHIBIT C

LEASEHOLD IMPROVEMENT AGREEMENT

This Leasehold Improvement Agreement ("LIA") is dated for reference purposes only as _____, 2018 ("Effective Date"), and is made by and between **CORNERSTONE PROPERTIES II S, LLC**, a California limited liability company ("Landlord"), and the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Tenant"), as part of that certain Lease dated as of the same date as this LIA between them, affecting the real property commonly known as 1450 Neotomas Avenue, Suite 200, located in the City of Santa Rosa, State of California. Capitalized terms used, but not otherwise defined, in this LIA shall have meanings ascribed to those terms in the Lease. The following provisions are added to the Lease and, in the event of conflict between this LIA and the Lease, this LIA shall prevail.

ARTICLE I

DEFINITIONS

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

Architect means Kevin O'Malley, of O'Malley Wilson Westphal Architects or such other Architect designated by Landlord.

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

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

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

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

Construction Documents means this LIA and the Final Plans.

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

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

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

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

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

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

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

a. Landlord's failure to fulfill its obligation as set forth in the Design and Construction Schedule, or this LIA which is not cured within twenty-four (24) hours following written notice to addressee, as set forth in Section 19.3 of the Lease, to Landlord of the default;

b. A willful or negligent act or omission of Landlord or Landlord's Representative, Landlord's agents, or employees that interferes with the progress of the work and which is not remedied within twenty-four (24) hours after delivery of written notice from Tenant's Representative to Landlord's Representative of the interference.

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

Laws and Orders shall have the meaning set forth in Section 12.1 of the Lease.

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

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

Punchlist is defined in Section 5.2 of this LIA.

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

Scheduled Completion Date means the scheduled date for Substantial Completion of the Leasehold Improvements as specified in Section 2.3 of the Lease.

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

a. Tenant's failure to fulfill its obligation as set forth in the Design and Construction Schedule, or this LIA which is not cured within twenty-four (24) hours following written notice to addressee, as set forth in Section 19.3 of the Lease, to Tenant of the default;

b. Change Orders requested by Tenant, provided the delay will not exceed the amount of delay specified in the Change Order;

c. A willful or negligent act or omission of Tenant or Tenant's Representative, Tenant's agents, or employees that interferes with the progress of the work and which is not remedied within twenty-four (24) hours after delivery of written notice from Landlord's Representative to Tenant's Representative of the interference.

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

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

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

ARTICLE II

DESIGNATION OF REPRESENTATIVES

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

ARTICLE III

CONTRACT DOCUMENTS AND PERMITS

3.1 Retention of Architect, Design Process and Delivery of Tenant's Design Requirements. Landlord shall retain the Architect to prepare the plans and specifications for the Leasehold Improvements in accordance with the Design Process and Tenant's Design Requirements. Landlord shall also retain the HVAC Engineer to prepare the Engineered Plans in accordance with the Design Process and Tenant's Design Requirements.

3.2 Preparation and Approval of Final Plans. Landlord shall cause the Architect to prepare proposed Final Plans (which Final Plans shall include, but not by way of limitation, the Lighting Plans, HVAC Plans and the Engineered Plans), which shall conform to Tenant's Design Requirements, on or before the last date specified in the Design Schedule for completion of such items. Tenant shall review the Final Plans and deliver to Landlord Tenant's written approval or disapproval of the Final Plans within the time limits stated in the Design Schedule. If Tenant disapproves in any respect the Final Plans, the parties shall confer and negotiate in good faith to reach written agreement on such item(s), using all reasonable efforts to achieve final agreement on such item(s) by the last date for agreement specified in the Design Schedule. Tenant agrees to work closely with the Architect to value engineer the proposed Final Plans, provided, however, that, such value engineering shall not compromise Tenant's Design Requirements.

3.3 Standards for Consent. Tenant shall not unreasonably withhold its approval of the Final Plans, unless the Final Plans do not substantially conform to the Tenant's Design Requirements or the Leasehold Improvements are unsuitable for the conduct of Tenant's business. Any disapproval by Tenant shall be accompanied by a written statement of the disapproved item, the reasons for disapproval, and the specific changes required to make the Final Plans acceptable. If Tenant's written notice of disapproval is not delivered in accordance with the time limits and standards set forth in this section, approval shall be deemed given.

3.4 Application for Approvals. When Tenant approves the Final Plans, Landlord shall submit them to all appropriate governmental agencies and third parties for issuance of the Permits required for the construction of the Leasehold Improvements and occupancy by Tenant of the Premises for its intended use. Landlord shall use all reasonable efforts to obtain the Permits within the time permitted by the Design Schedule.

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

ARTICLE IV

PERFORMANCE OF THE WORK

4.1 Selection of Contractors. When Tenant has approved the Final Plans and Landlord has obtained the Permits required for construction of the Leasehold Improvements, Landlord, or the General Contractor (if Landlord elects to engage one), shall prepare, and circulate an appropriate (as determined by Landlord) bid package for bidding by the various subcontractors (the "Contractors"). When the bids are received and approved by Landlord and Tenant, Landlord shall enter into a construction contract with the General Contractor based on the lowest qualified subcontract bids selected by Landlord, and reasonably approved by Tenant. No Contractor shall have any direct right or remedy against Tenant for payment of any sum or performance of any obligation with respect to the Leasehold Improvements.

4.2 Commencement and Completion of Leasehold Improvements. When all Permits for construction of the Leasehold Improvements have been obtained and Landlord and the General Contractor (if Landlord elects to engage one) have entered into a construction contract in accordance with Section 4.1 above, Landlord shall cause the General Contractor or Contractors (as the case may be) to commence and to thereafter diligently prosecute the construction of the Leasehold Improvements in accordance with the Permits and the Final Plans, so that the Leasehold Improvements will be Substantially Completed on or before the Scheduled Completion Date. Landlord shall comply with the applicable provisions of California Labor Code Sections 1720.2 and 1770 et seq., regarding general prevailing wages.

4.3 Tenant's Entry. Landlord shall notify Tenant when the Leasehold Improvements are Substantially Completed and shall permit Tenant's contractors to enter into the Premises for the purpose of conducting Tenant's Work. Tenant and Landlord shall cooperate in good faith to schedule, coordinate, and perform their respective construction activities in an orderly manner and Tenant shall comply, and shall cause its contractors to comply, with all reasonable rules and regulations promulgated in writing by Landlord and provided to Tenant for the performance of Tenant's Work in the Premises.

4.4 Standards for Performance of the Work. Landlord shall cause the Leasehold Improvements to be constructed by well-trained, adequately supervised workers, in a good and workmanlike manner, free from design, material and workmanship defects in accordance with all Construction Documents and all Laws and Orders. Notwithstanding anything stated to the contrary in the Lease or this LIA, Tenant's acceptance of possession of the Leasehold Improvements shall not waive Landlord's duties under this Section 4.4, and Landlord shall promptly remedy any defective work at its sole cost and expense. Landlord shall enforce any and all warranties provided by the General Contractor and any Contractors regarding construction of the Premises.

ARTICLE V

COMPLETION OF THE WORK

5.1 Substantial Completion. Landlord's Work shall be deemed "Substantially Complete" when: (a) construction of the Leasehold Improvements has been substantially completed in accordance with the Final Plans, the Permits, and Laws and Orders; (b) the Architect has certified that the Leasehold Improvements have been constructed in accordance with the Final Plans; (c) Landlord's Representative and Tenant's Representative agree that all work has been substantially performed, such agreement not to be unreasonably withheld; (d) there is no incomplete or defective work that unreasonably interferes with Tenant's use of the Premises; (e) the Leasehold Improvements are ready for occupancy by Tenant (including a temporary or final Certificate of Occupancy) except for the completion of Tenant's Work; and (f) all utilities are hooked up and available for use by Tenant in the Premises. The Substantial Completion Date shall not occur until the Leasehold Improvements are Substantially Completed and Tenant has had at least fifteen (15) calendar days to complete Tenant's Work. As used in this LIA, the terms Substantial Completion, Substantially Completed, Substantially Complete have the same meaning.

5.2 Inspection and Punchlist. Tenant's Representative and Designers shall have the right to enter the Premises at all reasonable times for the purpose of inspecting the progress of construction of the Leasehold Improvements. Landlord shall notify Tenant's Representative when the Leasehold Improvements are Substantially Completed. On receipt of such notice, Tenant's Representative, Landlord's Representative, and the Architect shall inspect the Leasehold Improvements and prepare a written list of any items that are defective, incomplete, or do not conform to the Final Plans or the Permits and Laws and Orders (the "Punchlist"). Tenant may augment the Punchlist at any time on or before forty-five (45) days following the Substantial Completion Date. Tenant's failure to specify any item on the Punchlist, however, shall not waive Landlord's obligation to construct the Leasehold Improvements in accordance with this LIA. Landlord shall cause all Punchlist items to be remedied within sixty (60) days after the Substantial Completion Date.

5.3 Delay in Substantial Completion. If the Substantial Completion of the Leasehold Improvements is delayed due to a Landlord Delay, the provisions of Sections 2.3 and 2.4 of the Lease shall govern. If the Substantial Completion of the Leasehold Improvements is delayed due to a Tenant Delay, Rent due under the Lease shall be accelerated by one (1) day for each day of Tenant Delay.

ARTICLE VI

PAYMENT OF CONSTRUCTION COSTS

6.1 Duty to Pay Construction Costs. The Leasehold Improvements shall be completed at the sole expense of Landlord, without reimbursement by Tenant, except as Tenant and Landlord may otherwise agree in writing after the date of this LIA. Tenant shall bear all costs of performing Tenant's Work.

6.2 Notice of Non-responsibility. Landlord shall provide Tenant with at least ten (10) days' prior written notice of the date of commencement of construction of the Leasehold Improvements, in order to permit Tenant to post, file, and record such Notices of Non-Responsibility and other instruments as may be necessary to protect Tenant and its property from claims by Contractors for Construction Costs that are to be paid by Landlord pursuant to this LIA.

ARTICLE VII

RISK OF LOSS

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

a. Tenant may terminate the Lease, if (in the reasonable opinion of the Architect) the building cannot be restored and the Leasehold Improvements Substantially Completed prior to one hundred eighty (180) days after the Scheduled Completion Date.

b. If the Premises or the Leasehold Improvements are damaged or destroyed prior to the Substantial Completion Date and the Lease is not terminated pursuant to this section, Landlord shall promptly and diligently cause the General Contractor to restore the Premises and complete the construction of the Leasehold Improvements.

#

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

LANDLORD: **CORNERSTONE PROPERTIES II S, LLC**, a California limited liability company

By: _____
Alon Adani, Member

TENANT: **COUNTY OF SONOMA**, a political subdivision of the State of California

By: _____
Caroline Judy, Director
General Services Department

APPROVED AS TO FORM FOR TENANT:

Elizabeth Coleman With
Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

Barbie Robinson, Interim Director
Department of Health Services

Marc McDonald, Real Estate Manager
General Services Department

Attachment A

Design and Construction Schedule

MILESTONE	DATE or DAYS TO COMPLETE
1. Tenant approves final sketch plan (attached)	Completed
2. Tenant submits sketch plan to LL (attached)	Completed
3. Tenant's Board of Supervisors Meets to Declare Intention to Enter into Lease and Issues Guarantee Letter for Designer Fees and Permits	April 10, 2018*
4. Tenant's Board of Supervisors Meets to Conduct Public Hearing and Execute Lease	May 8, 2018*
5. Landlord submits Design Development Documents for approval by Tenant	May 22, 2018
6. Tenant approves Design Development Documents	May 29, 2018
7. Architect completes Final Plans based on approved Design Development Documents	June 5, 2018
8. Tenant will approve, conditionally approve or disapprove the Final Plans	June 12, 2018
9. Architect completes the Final Plans and Specifications	June 19, 2018
10. Tenant orders furniture, fixtures and equipment	_____
11. Last day for Landlord and Tenant to agree upon and initial the Final Plans	June 26, 2018
12. Third party tenant vacates Premises and relocates to other space owned by Landlord	July 3, 2018
13. Last day for Landlord to obtain all Permits	September 4, 2018
14. Scheduled Completion Date of Leasehold Improvements and start of Tenant fixturation period	December 31, 2018
15. Last day for Substantial Completion of Leasehold Improvements	January 31, 2019
16. Completion of punch list and final walkthrough	January 15, 2019
17. Tenant fixturation period completed	January 15, 2019
18. Last day that LL can give Tenant notice that the work is Substantially Completed, or Tenant may terminate	June 30, 2019

* if any Board of Supervisors' meeting is delayed, then all of the dates following said meeting in this schedule shall automatically be extended by the number of weeks of delay (without requirement of notice).

Attachment B

Design Process

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

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

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

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

Attachment C

Tenant's Design Requirements/Outline Specifications

I GENERAL REQUIREMENTS

II CONSTRUCTION AND CODE CRITERIA

III DESIGN REQUIREMENTS

Division 2 Sitework
A Parking

Division 6 Wood and Plastics
A Cabinets

Division 7 Thermal and Moisture Protection
A Exterior Walls
B Roofs

Division 8 Windows and Doors
A Windows
B Doors
C Hardware

Division 9 Finishes
A Floors
B Carpet
C Ceilings
D Window Coverings
E Painting

Division 10 Specialties
A Toilet Room Accessories
B Signs
C Modular Systems Furniture (MSF)

Division 13 Special Construction
A Sound Control

Division 15 Mechanical
A Plumbing
B HVAC

Division 16 Electrical

Division 17 Security System

I - GENERAL REQUIREMENTS

A The Premises shall consist of the Useable and Rentable Square Footage described in Section 1.1 of the Lease and appurtenant facilities complete and ready for occupancy and in accordance with attached sketch plans and these outline specifications.

B The Tenant's intent is to achieve adequate standards of quality and yet to avoid unnecessary alterations so that in all cases where Tenant agrees an existing feature meets requirements specified herein, the Landlord's obligation is only to maintain that feature, as it exists.

C These specifications and design criteria describe minimum standards of quality and construction for Premises. Construction methods or materials other than those mentioned herein may be acceptable if in the opinion of the Tenant they provide equal appearance and utility. Prior approval in writing (which may be in the form of electronic mail) must be secured before substitution. Any deviations from the Exhibits of the Lease shall require approval from the Tenant.

D Any reference in these documents to "plans", "sketch plans", or "as shown on plans" should be construed to mean as shown or described in Attachment C-1 (below).

E In case of conflict between the sketch plans and these "Outline Specifications" the sketch plans shall supersede these specifications. When such conflict is discovered, contact the Tenant for clarification and/or interpretation.

F Submit copies of design documents (drawings, calculations, electrical needs, lighting system, and proposed heating, ventilating, and cooling system) to Tenant for review and conceptual approval. Documents shall be retained by Tenant and shall be provided at no cost to Tenant. Submittals shall be made at two stages:

Submittal Stage 1: Submit documents at end of Final Plans. Tenant's conceptual approval will be required prior to moving on to the Permits phase.

Submittal 2: Prior to commencing construction, provide Tenant with copy of permit set of documents as approved by local building authority.

G Should the Tenant make comments with regard to working drawings and specifications, they shall be construed as advisory only and shall not relieve Landlord from sole responsibility for conformity of the Premises to all lease exhibits or attachments, or compliance with all applicable codes and regulations.

II - CONSTRUCTION AND CODE CRITERIA

A Premises, when completed, shall conform to applicable codes, ordinances, and zoning laws and shall be constructed in accordance with sound engineering practices. Landlord shall obtain a building permit for required construction and tenant improvements from the local authority and, upon completion of construction, a Certificate of Occupancy. Landlord shall furnish the Tenant with copies thereof.

B Prior to beginning construction, submit proposed construction schedule for Tenant's review and approval.

C Landlord shall furnish certification from the local Fire Marshal (which shall be in the form of permit card sign-off) that Premises comply with local fire regulations, as appropriate. If

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

D Landlord hereby guarantees that Premises, when completed and ready for occupancy, are tenantable and that mechanical, electrical, plumbing, and all other facilities and features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service in accordance with these specifications and for the full term of the Lease. All labor shall be skilled for each kind of work and all workmanship must be thorough and first-class in all respects.

E Where the Tenant occupies any portion, or all of a multi-story building, the Landlord shall provide an emergency evacuation plan for the tenants. The plan shall be coordinated with the tenant agency Emergency Coordinator. In addition to any code required exit signage, Landlord shall provide sufficient "key" floor plans to clearly delineate emergency exit routes, corridor located fire extinguishers and fire alarm pull stations. Key plans shall be located in central traffic areas, wall mounted and framed under glass, minimum size 8" x 10".

F The requirements of CCR Title 24, State Building Code relative to Access Law Compliance, and Americans with Disabilities Act (ADA), and Uniform Federal Access Standards (UFAS), must be included in the planning of these Premises. All new construction work shall be planned to comply with the above-mentioned standards. Modifications of existing conditions to reach compliance are also required unless the alterations and cost meet the qualifications for unreasonable hardship.

G Hazard Communication Program (for work in and adjacent to areas already occupied by Tenant): Always use the least hazardous material available that will achieve required results. Prior to beginning any construction in or adjacent to spaces already occupied by Tenant, Landlord shall provide the following information:

1. MSDS (Material Safety Data Sheets) or other appropriate literature on any hazardous materials (paint thinners, solvents, mastics, etc.) that will be used during construction.
2. Identify any procedures likely to produce vapors, odors, fumes, dust, etc. Such procedures shall only be undertaken during times when adjacent areas are not occupied (i.e. evenings, weekends). Provide adequate ventilation to ensure that all vapors, etc. are expelled from building prior to next business day.
3. Any safety precautions Tenant should take regarding proposed construction.

III - DESIGN REQUIREMENTS

2 – Sitework

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

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

6 - Wood and Plastics

A Cabinets:

1. Provide new cabinetwork as shown and where indicated on plan. Manufacture items per the current edition of the Woodwork Institute of California (WIC) "Manual of Millwork" standards for "Custom Grade" millwork. Each item of casework and plastic laminate counter top shall be built in accordance with WIC standards. Cabinet core materials shall be veneer core hardwood plywood or 3/4" medium density fiberboard (MDF). High-density particleboard and tempered hardboard products will not be permitted. Countertop core materials shall be plywood. No product containing formaldehyde shall be used.

2. Cabinets shall be of sizes and types indicated on the plans. Unless otherwise noted, base cabinets shall have one row of drawers and one adjustable shelf below with hinged doors unless noted otherwise. Provide a 4" toe space at base cabinets. Upper cabinets shall have two rows of adjustable shelves and hinged doors unless noted otherwise. Access openings and other cutouts to plumbing and electrical fixtures and lines shall be provided by the cabinetmaker; field cutouts shall be minimized and shall be finished to match casework.

3. Counter tops and cabinets shall be covered with plastic laminate at all exposed surfaces. Counter tops shall be self-edged unless otherwise noted. Counter tops with sinks shall have a no-drip, bull-nose edge, and an integral cove, with a sanitary metal rim around the sink or a self-rim stainless steel sink. Other materials may be submitted to the Tenant for approval.

4. Where concealed, shelves may be of minimum 3/4", white melamine, per WIC Specifications. Cover exposed edges with plastic laminate or hardwood edging.

5. Face of millwork to be high-pressure decorative plastic laminate: NEMA LD-3 grades as required by Tenant Specifications. Use Formica, Wilsonart, Nevamar, or equal, subject to approval by Tenant.

6. Provide 3-way adjustable European-style concealed hinges and wire pulls plated to match hardware.

7. Finishes for casework shall be plastic laminate. Color to be selected by Tenant.

8. Design all casework to meet the requirements of ADA. Work surfaces and counters shall be adjustable in height wherever possible for accessibility and flexibility.

7 - Thermal and Moisture Protection

A Exterior walls, including door and window assemblies, shall be constructed or processed so that they are weatherproof. Seal all visible cracks that allow outside air to penetrate the building's envelope.

B Roof shall be weather tight and provided with suitable drainage system that will effectively dispose of roof water without interfering with use of Premises.

8 – Windows and Doors

A Windows:

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

B Doors:

1. All interior doors shall be of minimum dimension 3'-0" x 6'-8" x 1-3/4" thick, flush solid core wood. Doors with locksets shall be solid core. Face veneer shall be rotary cut, Building standard birch or maple or beech suitable for stained or natural transparent finish. All double doors shall conform to Building standard.

2. Glass view panels in interior doors shall be minimum 3/16" clear float glass, tempered as required by code.

3. Fire-rated door and frame assemblies shall be installed where noted or as required by code. Doors and frames shall bear Underwriters Laboratory (UL) label for required fire resistive rating. Modification of labeled assemblies will be subject to inspection and approval by the Office of the Fire Marshal who may require re-testing and/or re-certification.

4. Doors separating conditioned and unconditioned space shall be weather stripped or have a door gasket to effectively and reliably limit air infiltration. Adhesive foam-type or felt weather-stripping is not acceptable.

C Hardware:

1. Furnish and install hardware required for complete installation, including but not limited to, hardware for locks, latches, door butts with non-removable pins on out swinging exterior doors, door stops, and, where indicated on plan, metal thresholds, metal kick plates, metal push plates, single or double acting self-closing gravity operated gate hinges.

2. Provide lever type hardware to comply with Title 24 Access and ADA requirements. Locksets and latch sets shall be "Schlage," or approved equal. Interior office doors may have Schlage "AL" series latch sets or equal. Doors providing access to Premises, isolated storage rooms and other doors shall have a lock, shall have Schlage "D" Series or equal. **Confirm interior and exterior key system and requirements with Tenant prior to installation. (Provide 6-pin cylinder capable of being keyed to Tenant's master key system.)**

3. Provide adjustable door closers on entrance doors, doors to toilet room and their vestibules, doors between leased spaces and public areas, and on other doors where noted on the plan. Spring-loaded hinges will not be allowed in lieu of door closers.

9 - Finishes

A Floors:

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

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

B Carpet:

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

C Ceilings of office areas including reception, corridors, and office storage areas shall have acoustical ceilings of "T" bar systems with new acoustical lay-in panels or other approved material with equivalent acoustical qualities. Ceiling height shall be a minimum of 9'-0" and a maximum of 12'-0". If existing "T" bar system is in place, the grid shall be painted (if needed for a professional appearance) and new tiles installed.

D Window Coverings (horizontal blinds) will be provided on all exterior windows, interior sidelight windows adjacent to each door, office and conference room sidelights. Acceptable manufacturer is Riviera Dust Guard 1-inch Blind by Levolor, or equivalent. Include cord lock and hold down brackets, unless integrated into blind design.

E Painting: Unless otherwise note, all walls to be painted.

1. Colors shall be as selected or approved by Tenant. Provide 12" x 12" brush-out samples off all proposed colors prior to painting.
2. Interior walls and ceilings and painted sash, doors, and trim shall be in clean, newly painted condition.
3. Walls and plaster or gypsum board ceilings shall be finished in latex semi-gloss stipple enamel.
4. Painted doors and trim shall be finished in latex semi-gloss enamel.
5. Where existing acoustic tile is painted, it shall be finished with non-bridging paint "Off-White".
6. Stained or natural finished wood shall be finished with sealer and lacquer.
7. New partitions without factory finish shall be painted with one coat of primer/sealer and two finish coats of best quality latex semi-gloss stipple enamel.
8. Painted doors and trim shall be latex semi-gloss enamel.
9. Stained or natural finish wood shall be finished with sealer and two coats lacquer.
10. Where non-matching contiguous painted surfaces result from preparation of the Tenant's Premises, matching paint shall be applied extending to natural break points of the surfaces in question.

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

10 – Specialties

A Toilet Room Accessories: Each toilet room shall include paper towel holder(s), waste receptacle(s), soap dispensers, and mirror with shelf below for each lavatory. Provide a Diaper Changing Station in each restroom. Station shall be Bobrick or equal. Each woman's toilet room shall include a coin-operated sanitary napkin dispenser. Each toilet stall shall include a toilet paper holder (single roll with continuous paper flow), toilet seat cover dispensers, inside locking device and a coat hook. In addition, each women's and unisex toilet stall shall include a folding purse shelf and a sanitary napkin receptacle. All dispensers to have stainless steel finish. Accessories must comply with California Accessibility Code 3105.A (6).

B Signs: It is the intent of this paragraph to provide the Tenant with proper identification for the public's information. Signage shall be placed to suit the building configuration and the entrance to the Tenant's Premises.

1. Interior: All signs to comply with California Accessibility Code. On or near entrance door, install the words "COUNTY OF SONOMA" and name of County agency and address numbers as directed. Signage shall be per building standard subject to approval by the Tenant. Painted or pressure sensitive vinyl letters are not acceptable, unless approved in writing by tenant. Provide similar agency identification signage in the building directory, if any. Each toilet room shall have required identification signs.

2. Exterior: Letters shall be of cast aluminum alloy, bronze, black anodized finish, dimensional plastic, or as approved by the Tenant. Submit catalog or sample for approval by the Tenant. The words "COUNTY OF SONOMA" shall be 6" high and the name of the department shall be 10" high. Sign shall include street address numbers 4" high.

C Modular Systems Furniture Projects (MSF) -- The Tenant may elect to provide and install MSF in lieu of traditional office furniture. MSF may be comprised of any combination of freestanding partition panels, panel supported worktops, files, components, and integrated circuitry and access raceways for provision of electrical power and voice and data cabling. The system is typically provided with a hardwired connection for phone, data, and electric service.

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

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

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

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

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

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

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

13 - Special Construction

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

15 - Mechanical

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16 – Electrical

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

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

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

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

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

Provide motion sensors for all areas.

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

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

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

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

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

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

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

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

17 - Security System

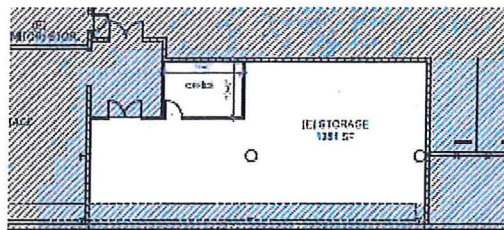
Provide outlet boxes and conduit to support tenant-supplied security system, if required in the plans. Locate outlet boxes in wall adjacent to each location and extend 1/2" conduit with pull cord from outlet to space in ceiling above.

END OF SPECIFICATIONS

ATTACHMENT C-1

Tenant-approved sketch plan:

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



ATTACHMENT D

Intentionally Omitted

EXHIBIT D

Acknowledgement of Commencement Date

Landlord and Tenant hereby acknowledge that the Commencement Date of that certain Lease dated _____, between **CORNERSTONE PROPERTIES II S, LLC**, a California limited liability company ("Landlord"), and the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Tenant") for premises located at 1450 Neotmoas Avenue, Suite 200, located in the City of Santa Rosa, State of California, occurred on

_____.

ACKNOWLEDGED BY LANDLORD:

CORNERSTONE PROPERTIES II S, LLC, a
California limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGED BY TENANT:

COUNTY OF SONOMA, a political subdivision of
the State of California

By: _____

Caroline Judy, Director
General Services Department

EXHIBIT E

RULES AND REGULATIONS

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

Building/Project by moving or maintaining any such safe or other property shall be repaired at the expense of the Tenant. There shall not be used in any space, or in the public halls of the Building/Project, either by any Tenant or others, any hand trucks except those equipped with rubber tires and side guards.

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

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

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

EXHIBIT F

Janitorial Services

Daily Services Five (5) Days per Week

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

Weekly Service

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

Once-Monthly Service

1. Pest control.

Twice-Monthly Service

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

Other Services When Needed

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

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

Every Three Months

1. Supply and change entry mats.

Every Six Months

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

Annually

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

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

EXHIBIT G

Insurance

Section I: Insurance required to be maintained by Landlord

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

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

1. Workers Compensation and Employers Liability Insurance

- a. Required if Landlord has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Landlord maintains higher limits than the specified minimum limits, Tenant requires and shall be entitled to coverage for the higher limits maintained by Landlord.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Tenant. Landlord is responsible for any deductible or self-insured retention and shall fund it upon Tenant's written request, regardless of whether Landlord has a claim against the insurance or is named as a party in any action involving the Tenant.
- d. The County of Sonoma, its officers, agents and employees shall be additional insureds for liability arising out of premises owned by or rented to Landlord, (Insurance Services Office endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall cover inter-insured suits between Landlord and Tenant and include a "separation of insureds" or "severability" clause which treats each insured separately.

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

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

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

4. Rental Value Insurance

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

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

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

6. Standards for Insurance Companies

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

7. Documentation

- a. The Certificate of Insurance must include the following reference: **1450 Neotmoas Avenue, Santa Rosa, California.**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Landlord agrees to maintain current Evidence of Insurance on file with Tenant for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, its Officers, Agents and Employees**, in c/o General Services Department, Attn: Real Estate Manager, 2300 County Center Drive, Suite A220, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Landlord shall provide immediate written notice if: (1) any of the required insurance policies is terminated; or (2) the limits of any of the required policies are reduced.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

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

9. Material Breach

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

Section II: Insurance required to be maintained by Tenant

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

1. General Liability Insurance

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

2. Documentation

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

Lease. Tenant agrees to maintain current Evidence of Insurance on file with Landlord at all times during the term of this Lease.

- b.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing insurance or self-insurance.

EXHIBIT H

Non-Disturbance Agreement

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

(space above this line for recorder's use)

NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20__ ("Effective Date"), by and between _____ ("Mortgagee") and the COUNTY OF SONOMA, a political subdivision of the State of California ("County");

WITNESETH:

WHEREAS, Mortgagee is the beneficiary of a Deed of Trust ("Mortgage") on certain real property ("Property") described in said Mortgage located in the City of _____, County of Sonoma, State of California, which Mortgage is recorded in Book _____ at Page _____ of the Official Records of the County of Sonoma.

WHEREAS, County has leased a portion of the Property from Cornerstone Properties, SA, LLC, ("Lessor") by lease agreement dated _____, 20__, ("County Lease"). ("County Lease" as used herein includes any extension or renewal thereof.)

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Provided County is not in default under the terms of the County Lease, then:

(a) The right of possession of County to the leased premises and County's rights arising out of the County Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the Mortgage or the note secured thereby;

(b) Any sale of any portion of the premises described in the County Lease pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of County thereunder; County will attorn to the Mortgagee or any purchaser at such sale and the County Lease shall continue in accordance with its terms between County and Mortgagee or such purchaser.

2. Mortgagee or such purchaser shall not be bound by any payment of rent or additional rent made by County to Lessor for more than one month in advance.

3. The Lease shall be subject and subordinate to the lien of the Mortgage and to all the terms, conditions, and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, including any increases therein or supplements thereto.

4. The foregoing provisions shall be self-operative.

5. This agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

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

[SIGNATURE PAGE FOLLOWS]

MORTGAGEE: _____

COUNTY: **COUNTY OF SONOMA**, a political subdivision of the State of California

By: _____
Caroline Judy, Director
General Services Department

TENANT ESTOPPEL CERTIFICATE

Date: _____

(the "Lessor")

(the "Lender")

RE: Lease dated _____, _____, as amended, (the "Lease") by and between _____, a _____ ("Lessor"), and the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Lessee"), with respect to certain premises (the "Leased Premises") located at _____, California (the "Property")

Gentlemen:

The undersigned hereby acknowledges that _____ ("Borrower") intends to mortgage the Property and, in connection therewith, encumber the Property with a deed of trust in favor of Lender. The undersigned further acknowledges the right of Lessor, Borrower, Lender and any and all of Lessor's or Borrower's present and future lenders to rely upon the statements and representations of the undersigned contained in this Certificate and further acknowledges that any loan secured by any such deed of trust or further deeds of trust will be made and entered into in material reliance on this Certificate.

Given the foregoing, the undersigned Lessee hereby certifies and represents unto Lessor, Borrower, Lender, and their respective successors and assigns, with respect to the above described Lease, a true and correct copy of which is attached as **Exhibit A** hereto, as follows:

1. To the best of Lessee's knowledge, all space and improvements covered by the Lease have been completed and furnished to the satisfaction of Lessee/except for the following:_____. All other conditions required under the Lease have been met, and Lessee has accepted and taken possession of and presently occupies the Leased Premises, consisting of approximately _____ rentable square feet.
2. The Lease commenced _____, _____, and expires _____, _____, and has not been modified, altered or amended in any respect and contains the entire agreement between Lessor and Lessee, except as follows: _____
3. Lessee has ___option(s) remaining to extend the term of the Lease for ___ years.

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

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

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

"LESSEE:" **COUNTY OF SONOMA**, a political subdivision
of the State of California

By: _____
Marc McDonald, Real Estate Manager

Date: _____

EXHIBIT I

Lease Termination Fee

Month(s) After Commencement Date	Lease Termination Fee	Month(s) After Commencement Date	Lease Termination Fee	Month(s) After Commencement Date	Lease Termination Fee	Month(s) After Commencement Date	Lease Termination Fee
1	\$2,130,843	31	\$1,723,807	61	\$1,239,172	91	\$ 662,146
2	\$2,118,389	32	\$1,708,977	62	\$1,221,516	92	\$ 641,124
3	\$2,105,861	33	\$1,694,062	63	\$1,203,756	93	\$ 619,979
4	\$2,093,261	34	\$1,679,059	64	\$1,185,894	94	\$ 598,711
5	\$2,080,587	35	\$1,663,969	65	\$1,167,927	95	\$ 577,319
6	\$2,067,839	36	\$1,648,791	66	\$1,149,855	96	\$ 555,802
7	\$2,055,017	37	\$1,633,524	67	\$1,131,678	97	\$ 534,159
8	\$2,042,120	38	\$1,618,168	68	\$1,113,395	98	\$ 512,390
9	\$2,029,147	39	\$1,602,723	69	\$1,095,005	99	\$ 490,495
10	\$2,016,099	40	\$1,587,187	70	\$1,076,507	100	\$ 468,471
11	\$2,002,975	41	\$1,571,561	71	\$1,057,902	101	\$ 446,319
12	\$1,989,775	42	\$1,555,844	72	\$1,039,189	102	\$ 424,038
13	\$1,976,497	43	\$1,540,035	73	\$1,020,366	103	\$ 401,627
14	\$1,963,142	44	\$1,524,134	74	\$1,001,434	104	\$ 379,085
15	\$1,949,709	45	\$1,508,140	75	\$ 982,391	105	\$ 356,412
16	\$1,936,197	46	\$1,492,053	76	\$ 963,237	106	\$ 333,606
17	\$1,922,607	47	\$1,475,872	77	\$ 943,971	107	\$ 310,668
18	\$1,908,938	48	\$1,459,597	78	\$ 924,593	108	\$ 287,595
19	\$1,895,189	49	\$1,443,226	79	\$ 905,101	109	\$ 264,388
20	\$1,881,359	50	\$1,426,760	80	\$ 885,496	110	\$ 241,046
21	\$1,867,449	51	\$1,410,198	81	\$ 865,777	111	\$ 217,567
22	\$1,853,458	52	\$1,393,540	82	\$ 845,943	112	\$ 193,952
23	\$1,839,385	53	\$1,376,784	83	\$ 825,993	113	\$ 170,198
24	\$1,825,230	54	\$1,359,931	84	\$ 805,927	114	\$ 146,306
25	\$1,810,993	55	\$1,342,979	85	\$ 785,743	115	\$ 122,275
26	\$1,796,672	56	\$1,325,928	86	\$ 765,442	116	\$ 98,104
27	\$1,782,268	57	\$1,308,778	87	\$ 745,022	117	\$ 73,791
28	\$1,767,780	58	\$1,291,528	88	\$ 724,484	118	\$ 49,337
29	\$1,753,207	59	\$1,274,177	89	\$ 703,825	119	\$ 24,740
30	\$1,738,550	60	\$1,256,726	90	\$ 683,046	120	\$ -

For example purposes only, if the Commencement Date is January 1, 2019, and the Lease Termination Date is June 30, 2024, then the Lease Termination Fee is \$1,149,855, because the Lease Termination Date occurs in the 66th month of the Lease Term.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 20
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: 4/5

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Matthew Mendonsa: 707-565-2552

Supervisorial District(s):

All

Title: Funding Approval for Human Services Department Capital Project at 2227 Capricorn Way

Recommended Actions:

Adopt a Resolution to adjust the 17/18 Capital budget in the amount of \$685,747 of pre-approved capital project funds for Human Services Department at Tenant Improvements at 2227 Capricorn Way.

Executive Summary:

General Services is currently developing a tenant improvement project for Human Services Department at 2227 Capricorn Way. The construction project seeks to improve safety, resources, and services associated with Human Services employment and training programs including Sonoma County Job Link and Sonoma Works. General Services is seeking Board approval for use of \$685,747 in pre-approved capital project funds for construction.

Discussion:

Beginning in fiscal year 05/06, as part of the annual Capital Projects Plan, the Board of Supervisors approved appropriation of funds to be held by General Services in a capital projects fund as an available source of funding for use on Human Services Department capital projects. The current balance of the fund is \$1,165,374.

In fiscal year 16/17 General Services, in conjunction with Human Services, began design development for a tenant improvement project at 2227 Capricorn Way. The project scope encompasses redesign of office space, resource centers, reception spaces, and computer labs at Sonoma County Job Link and Sonoma Works.

General Services is seeking approval for use of \$685,747 from the pre-approved capital projects fund which will be combined with funds remaining from previous capital project allocations. Total costs for the proposed Capricorn Way project are estimated at \$800,747.

Prior Board Actions:			
None			
Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship			
Board of Supervisor approval of capital project funds will allow the Capricorn project, crucial to social services in the County, to proceed.			
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$221,000		
Additional Appropriation Requested	\$579,747		
Total Expenditures	\$800,747		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance	\$800,747		
Contingencies			
Total Sources	\$800,747		
Narrative Explanation of Fiscal Impacts:			
This project is funded from Human Services Department's capital projects fund held by General Services in a capital projects fund as an available source of funding for use on Human Services Department capital projects. The current balance of the fund is \$1,165,374.			
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: Resolution			

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

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: 21
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors, Board of Directors of the Sonoma County Water Agency

Board Agenda Date: May 22, 2018

Vote Requirement: Informational Only

Department or Agency Name(s): General Services, Facilities Development and Management

Staff Name and Phone Number:

Toni Anthony Holland: 707-565-3425

Supervisorial District(s):

All

Title: Capital Improvement Plan 2018-2023 Facility Needs

Recommended Actions:

Accept the Five-Year Capital Improvement Plan for the period Fiscal Year 2018-2019 through Fiscal Year 2022-2023.

Executive Summary:

The Fiscal Year 2018-2019 through Fiscal Year 2022-2023 Capital Improvement Plan (Plan) is prepared consistent with Sonoma County Code (Section 2, Division 2-8L), which requires the County Administrator to recommend to the Board of Supervisors a long term capital project program including project priorities, costs, and methods of financing. Receipt by your Board of the draft 2018-2023 Plan does not authorize budgetary appropriations. Funding decisions for the Capital Improvements Budget are made as part of the budget process for each participating agency. The overall Plan is a compilation of separate capital improvement plans prepared by General Services, Regional Parks, Transportation and Public Works and Sonoma County Water Agency. Every year your Board accepts the five year Plan. The plan is updated to reflect scope changes, if any, and budgets are revised accordingly.

Discussion:

The Capital Improvement Plan identifies the need for continued upstream investment strategies to both maintain County owned property asset values and to address the deferred maintenance backlog. The County as stewards of over one billion dollars in property replacement value recognizes the need for sustainable progress on deferred maintenance backlog.

The Plan contains descriptions of proposed Capital Projects, their estimated cost and a narrative explaining the relationship to short term needs and longer term objectives. The Plan is a five year planning document that indicates infrastructure improvement needs. Funding sources are suggested where potential funding has been identified for a project, however Board acceptance of the Plan does not fund projects. Final determination of project funding is made during the annual Capital Projects Budget process.

A mix of different funding sources and strategies are needed to meet the needs across all County owned infrastructure; buildings, roads, and parks. Specific project funding may include maximizing state and federal funding opportunities, utilizing proceeds from the sale or lease of surplus County property assets, use of dedicated fund sources, bond issuances, use of third party development and operations agreements and/or use of the County General Fund.

Plan Development Process: Each fall General Services convenes a kick off meeting with all departments to review the process and timeline for the Plan. As a result of the 2017 Sonoma County fires, this kick off meeting was not held in the fall. The normal capital improvement process was modified to reprioritize projects that advance the recovery and rebuilding of the community while improving public safety and access to government services. Departments were instructed that new General Government project requests would be considered this year only if they have additional sources of funding in place. No new project requests would be considered if they do not have additional sources of funding in place, with the exception of Deferred Maintenance Projects. Newly requested projects would be prioritized ahead of projects already in the plan if required by legal, health or safety considerations.

For General Government Capital Projects, Project Requests are submitted for inclusion in the Plan. Project Requests are prioritized and ranked according to the Administrative Policy 5-2: Policy for Capital Project and Asset Responsibility. Project requests are subsequently reviewed by the County Administrator's Office for inclusion in the budget process.

Prior Board Actions:

June 6, 2017: Received Fiscal Year 2017-2022 Capital Project Plan and referred the Plan to the Planning Commission. Received prior Five-Year Capital Project Plans.

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:			
There is no fiscal impact in adopting this plan. Project funding is appropriated during the annual budget process to the highest priority projects.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1: General Government Projects Organized by Categories Attachment 2: 2017-2022 Capital Improvement Plan Attachment 3: New Funding Summary			
Related Items "On File" with the Clerk of the Board:			

General Government

Projects Organized by Categories

Detail Sheet	Request #	Phase	Name	Project Total	Prior FYs Funding	FY1 2018-19 Funding	Total Project Funding		
							General Fund	Unfunded	Other Funds
			MANDATED						
B-25	R160015	REQUEST	Sheriff-911 Dispatch Console Replacement	707	0	707	0	707	0
B-28	R190008	REQUEST	Seismic Retrofitting of Petaluma Veterans Memorial Hall and Emergency Generators	2,442	0	2,442	305	0	2,137
B-30	R110040	ACTIVE	Radio-Infrastructure (Various Communication Towers)	19,372	5,771	3,834	5,771	13,601	0
B-31	R190002	REQUEST	Seismic Retrofitting of the Hall of Justice	43,520	0	5,000	15,408	0	28,112
B-32	R190003	REQUEST	Emergency Operations Center Radio Tower Replacement	834	0	834	104	0	730
B-35	R190009	REQUEST	Seismic Retrofitting of Santa Rosa Veterans Memorial Hall and Emergency Generator	6,371	0	4,778	797	0	5,575
B-36	R190010	REQUEST	Seismic Retrofitting of Sonoma Veterans Memorial Hall and Emergency Generator	2,243	0	2,243	280	0	1,963
B-43	R160018	ACTIVE	MADF-Housing Safety and Security Requirements	12,288	475	2,096	0	12,288	0
B-44	R150044	ACTIVE	Detention-Electronic Security and Communications Improvements	12,580	0	2,173	0	12,445	135
B-45	R090002	ACTIVE	County Accessibility Barrier Removal	24,489	11704	1,600	10,801	9,585	4,103
B-46	R110028	ACTIVE	New State Courthouse: Coordination Support	2,737	50	1,762	125	1,762	850
B-47	R110032	ACTIVE	MADF-Inmate Transfer Connection to Courthouse	14,331	75	4,642	9,294	4,642	395
B-48	R010001	ACTIVE	County Hazardous Materials Abatement - All Buildings	2,917	1,592	485	1,646	1,272	0
B-49	R180026	ACTIVE	SHR-Seaview Tower Removal	96	0	96	0	96	0
B-63	R140152	ESTIMATED	MADF-Reinforce/Upgrade Lobby Doors	134	0	134	0	134	0
			MANDATED TOTALS	145,061	19,667	32,826	44,531	56,532	43,999

All values presented in thousands (1 x 1,000)

General Government

Projects Organized by Categories

Detail Sheet	Request #	Phase	Name	Project Total	Prior FYs Funding	FY1 2018-19 Funding	Total Project Funding		
							General Fund	Unfunded	Other Funds
			OPERATIONAL IMPROVEMENT						
B-27	R190007	REQUEST	Sonoma Mountain Radio Tower Replacement	1,150	0	1,150	144	0	1,006
B-29	R150038	ACTIVE	County Government Center Facility Planning	4,025	475	550	475	3,550	0
B-33	R190004	REQUEST	Generators at Sheriff Building and Central Mechanical Plant	2,343	0	2,343	586	0	1,757
B-34	R190005	REQUEST	MADF-Seismic Retrofitting and New Emergency Generators	51,227	0	5,000	0	0	51,227
B-37	R100001	ACTIVE	Radio-Communications County Microwave System (Links)	2,522	360	531	551	1,971	0
B-38	R130003	REQUEST	Fire Garage (Volunteer) - Two Rock	1,419	0	0	0	1,419	0
B-52	R090005	ACTIVE	MADF-Dayroom Cameras - Phase 2	2,230	191	502	191	2,039	0
B-56	R180012	REQUEST	DHS-Lobby Enlargement/Security Enhancement-Animal Services	218	0	104	218	0	0
B-57	R160024	REQUEST	MADF-Observation and Safety Cell Conversions	544	0	544	0	544	0
B-58	R130005	REQUEST	Fire Garage (Volunteer) - San Antonio	1,193	0	0	0	1,193	0
B-61	R190001	REQUEST	ISD-Reconfigurations	500	0	500	0	500	0
B-64	R150084	ACTIVE	TPW-Santa Rosa Road Yard Emergency Generator	300	150	150	150	150	0
B-66	R160210	ACTIVE	Probation Camp-Office Expansion	459	0	459	0	459	0
B-71	R160056	REQUEST	HSD-Neighborhood Placed Service	2,967	0	917	0	2,967	0
B-72	R180020	REQUEST	NCDF-Lobby/Intake Ergonomic Upgrades	642	0	642	0	642	0
B-74	R180009	REQUEST	DHS-Staff Only Driveway-Animal Services	110	0	110	0	110	0
B-81	R180021	REQUEST	HSD-FY&C Storage Room Reconfiguration	96	0	96	0	96	0
B-82	R180027	REQUEST	2018-2023 Capital Improvement Plan	350	150	100	350	0	0
			OPERATIONAL IMPROVEMENT TOTALS	72,294	1,326	13,698	2,665	15,640	53,990

All values presented in thousands (1 x 1,000)

General Government

Projects Organized by Categories

Detail Sheet	Request #	Phase	Name	Project Total	Prior FYs Funding	FY1 2018-19 Funding	Total Project Funding		
							General Fund	Unfunded	Other Funds
			DEFERRED MAINTENANCE						
B-26	R180018	REQUEST	ISD-Data Center Power Improvements	464	0	50	0	464	0
B-42	R120002	ACTIVE	HOJ Elevator Life Extension Updates	744	336	408	0	193	551
B-50	R160023	REQUEST	GG-Facility Condition and Asset Preservation	70,273	0	14,055	0	70,273	0
B-51	R100013	REQUEST	Veterans/Community Bldgs. Maintenance & Repairs Annual Costs	3,711	244	1,105	2,035	1,676	0
B-53	R120009	ACTIVE	CMP-Boilers	510	347	163	347	163	0
B-67	R160005	REQUEST	Fair-Grace Pavilion Roofing Replacement	471	0	471	0	321	150
B-68	R160004	REQUEST	Fair-Hall of Flowers Roofing Replacement	283	0	283	0	119	164
			DEFERRED MAINTENANCE TOTALS	76,455	927	16,535	2,382	73,209	865
			OTHER						
B-39	R100003	REQUEST	Radio-Network Monitoring System (NMS)	345	0	0	345	0	0
B-40	R120048	REQUEST	Radio-700 MHz Trunked System	3,450	0	2,450	0	3,450	0
B-41	R160014	REQUEST	Sheriff-Russian River West County Public Safety Building	5,283	0	468	0	5,283	0
B-54	R180008	ACTIVE	DHS-Surveillance Cameras-Animal Services	44	0	44	0	44	0
B-55	R120010	REQUEST	Library-Guerneville North & East Side Rot Repair	257	0	77	0	257	0
B-59	R180016	REQUEST	DHS-Storage Warehouse Building-Animal Services	102	0	102	0	102	0
B-60	R180001	REQUEST	CC-County Counsel Consolidation	67	0	26	67	0	0
B-62	R150011	REQUEST	MADF-Central Control Remodel	290	0	265	25	265	0
B-65	R150163	ACTIVE	ISD-2300 Professional Reconfiguration	1,393	0	194	0	1,393	0
B-69	R130007	REQUEST	Library-Guerneville Renovation	3,285	0	0	0	2,485	800
B-70	R180017	REQUEST	ISD-Reprographics Space Repurpose	595	0	595	0	595	0

All values presented in thousands (1 x 1,000)

General Government

Projects Organized by Categories

Detail Sheet	Request #	Phase	Name	Project Total	Prior FYs Funding	FY1 2018-19 Funding	Total Project Funding		
							General Fund	Unfunded	Other Funds
B-73	R170027	REQUEST	LG-Master Planning	335	0	0	0	335	0
B-75	R130008	REQUEST	CRA-Consolidation Project	4,627	4	558	0	827	3,800
B-76	R170001	REQUEST	CRA-ROV Reconfiguration	94	0	94	0	94	0
B-77	R150008	REQUEST	ISD-Data Center Power Improvements	640	0	40	0	640	0
B-78	R180003	REQUEST	HSD-Security Cameras in Various HSD Locations	113	0	43	113	0	0
B-79	R150009	REQUEST	ISD-Com-Cell Phone Booster	400	0	400	0	400	0
B-80	R180004	REQUEST	HSD-Employment & Training Resource Room Reconfiguration	42	0	0	0	42	0
			OTHER TOTALS	21,360	4	5,356	550	16,212	4,600
			GRAND TOTALS	315,171	21,924	68,415	49,877	161,593	103,454

All values presented in thousands (1 x 1,000)

Five Year Capital Improvement Plan 2018-2023

Regional Parks



General Government



Transportation and Public Works



Water Agency

County of Sonoma and
Sonoma County Water Agency



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EXECUTIVE SUMMARY

Executive Summary

On behalf of the General Services Department, I am pleased to submit to the Board the draft County of Sonoma Five-Year Capital Improvement Plan for fiscal years 2018-2019 through 2022-2023.

The Sonoma County Code (Section 2, Division 2-8L) requires the County Administrator to “recommend to the Board of Supervisors a long term capital Improvement program including project priorities, costs, and methods of financing.” Therefore, this Capital Improvement Plan indicates project priorities and estimated funding needs for the Board’s consideration in the course of subsequent budget discussions.

Board Consideration

The County of Sonoma Capital Improvement Plan (the Plan) for FY2018-23 represents a cross-agency effort to prioritize county-wide capital improvements to address recovery related needs, improve access to government services, and reduce the cost of government operations. The Plan provides estimated funding needs for the Board of Supervisors to consider in the course of subsequent budget discussions.

County Department staff request review and input from the Board regarding the content of the Plan and the projects proposed. Review of the Plan by the Board does not authorize appropriations or finalize funding decisions. Such decisions will be made by the Board as part of the fiscal year budget, and as project contracts are brought to the Board for award.

As a result of the 2017 Sonoma County fires, the normal capital improvement process was modified to reprioritize projects that advance the recovery and rebuilding of the community while improving public safety and access to government services.

Cross-Agency Collaboration

The five-year planning document created by the **General Services Department, Regional Parks, Transportation and Public Works,** and **Sonoma County Water Agency** includes a Capital Improvement Plan from each agency or department, and lays out needed improvements with associated costs forecasted over a five-year fiscal period.

Maximizing Impact and Funding

Each responsible agency or department has prioritized their projects based on short-term needs and long-term objectives, and included potential funding sources such as pending grants and other agreements to offset capital costs.

Funding sources are suggested for projects where potential funding has been identified. However, Board acceptance of the five-year Plan does not fund projects. Rather, the Board’s adoption of the annual Capital Projects Budget during the overall County budget development process provides funding for projects. Final determination of project funding is made in the annual Capital Projects Budget.

Capital projects funded by non-General Fund revenue sources and managed by other departments or agencies are in separate sections of the overall Capital Project Plan, such as projects for Transportation and Public Works, Regional Parks, and Water Agency. For uniformity in approach, and in some cases to maximize value and impact, countywide programs such as access compliance work may be managed by General Services on behalf of these other agencies.

Executive Summary

General Government Capital Improvement Plan

The Five Year Capital Improvement Plan for FY 2018-23 identifies total needs of approximately \$315 million for County owned facilities. Capital projects rely largely on General Fund dollars as well as other funding sources such as Criminal Justice Funds for eligible Criminal Justice projects.

- Projects Completed FY 2017-18: \$13,766,217
- Projects Active and Approved FY 2017-18: \$74,128,237
- Unfunded Need FY 2018-19: \$48,431,000

The use of General Fund dollars is discretionary. This distinguishes the General Government Plan from other department and agency capital project plans that have dedicated uses for funds.

Although there are multiple fund sources for the projects described in the Plan, the available General Fund dollars for General Government capital projects is \$3.9 million, plus an additional \$1.6 million allowance for Americans with Disabilities Act barrier removal, which means funding is not available for all proposed projects.

Therefore, given the many needs in the Plan and the relatively limited funding, prioritization plays a large role in the funding of General Government projects.

Funding for Capital Projects for FY 2018-19 from the General Fund is projected to be \$5,493,429. This funding will be used to progress the highest priority capital projects. Although the Board will make the final determination in the budget process, the funding projects will likely include the following:

- Accessibility Projects-SETP \$1,600,000 (General Fund)

- Microwave Replacements \$180,000 (General Fund)
- Main Adult Detention Facility Connector \$416,231 (General Fund), and \$343,659 (Courthouse Construction Fund)
- Fleet Demolition Preparation \$1,761,260 (General Fund)
- Sheriff 911 Dispatch Console \$28,509 (General Fund), and \$678,491 (Criminal Justice Fund)
- Petaluma Veteran's Hall \$425,808 (Veteran's/ Transient Occupancy Tax)
- Information Systems Data Center Power Improvements \$464,000 (General Fund)
- County Government Center Planning \$550,000 (General Fund)
- Information Systems Reconfigurations \$500,000 (General Fund)
- Main Adult Detention Facility Housing Safety and Security \$473,035 (Courthouse Construction Fund), and \$473,035 (Criminal Justice Fund)

As in previous years, limited financial resources mean funding is available for only the highest priority asset preservation and client-program-driven improvement projects. Therefore, projects are prioritized to address recovery related needs, improve access to services, and ensure smart spending.

Executive Summary

Regional Parks Capital Improvement Plan

The Five Year Capital Improvement Plan for FY 2018-23 totals \$77.6 million, of which \$36 million is needed for regional trails, \$14.8 million for river and coastal access parks, \$14.1 million for community and regional parks, \$12.1 million for regional open space parks & preserves, and \$500,000 for marina improvements in Bodega Bay.

Nearly \$7.9 million of the Five-Year Capital Plan is currently funded, including \$2 million in pending grant agreements. There is another \$4.5 million in pending grant applications. The Five-Year Capital Plan considers an assortment of new grant opportunities as new funding programs are released. Regional Parks pursues a diverse grant portfolio to provide financial stability and diversity in types of projects. This Five-Year Capital Improvement Plan includes secured funding from 53 separate funding sources, frequently with multiple projects from the same funder. Regional Parks' financial strategy for capital projects begins with the only dedicated funding source for park capital projects, Park Mitigation Fees collected from new residential development in the unincorporated county. Regional Parks maximizes the value of those fees in two ways. The fees are used as seed money to develop project descriptions and cost estimates in order to jump start successful funding proposals for individual projects. Additionally, Regional Parks leverages those fees as a local match towards competitive federal, state, local, and private grants at a 10 to 1 ratio.

The economic recession impacted local, state, and federal revenue sources traditionally used by Regional Parks for acquisition, planning, and development. However, after a significant decline, local revenue from Park Mitigation Fees, sales-tax generated Measure M (Sonoma

County Transportation Authority), and Measure F (Sonoma County Agricultural Preservation and Open Space District) has stabilized and is gradually increasing to pre-recession levels. In addition, after several years of reduced state bond-funded grants, the Proposition 1 Water Bond was approved by voters in November 2014, and a Parks Bond and second Water Bond will be on the June and November ballots. If successful, this would result in significant funding for park capital projects.

Funding for ongoing operations and maintenance associated with new parks, trails and visitor amenities has been funded by the Sonoma County Transient Occupancy Tax, park user fees, leases, and other revenue sources. Additionally, the Agricultural Preservation and Open Space District has contributed funding for new parklands transferred to Regional Parks for the first 3 years of operations and maintenance. The operations and maintenance expenses associated with park acquisition and development are included in the department's FY 2018-19 budget submittal. This current fiscal year, Transient Occupancy Tax provides \$2.65 million of funding, and Regional Parks is working with the County Administrator's Office to determine future sources of funding for operations and maintenance that could include additional Transient Occupancy Tax, fees, donations or other sources. Regional Parks will be returning to the Board for approval on a project by project basis to present and request funding for operations and maintenance costs associated with new parks, trails and visitor amenities.

Executive Summary

Transportation and Public Works Capital Improvement Plan

The FY 2018-23 Capital Improvement Plan for Transportation and Public Works totals \$396.9 million. The five-year plan for the Roads Division accounts for \$128 million of the department total which includes: bridge replacement and seismic retrofit projects and road improvement projects including \$106.7 million in General Fund contributions towards Pavement Preservation projects representing the Board's local commitment to improving the County's road network. The Airport Division projects include terminal improvements, a parking lot, fence enhancements, and other miscellaneous building and facility maintenance projects (\$81.1 million). The Integrated Waste Division projects include maintenance work to be performed on five of the closed landfill locations (\$7.8 million). The Transit Division has one project valued at \$850,000 for future remodel of the main Transit facility.

Water Agency Capital Improvement Plan

The Water Agency's FY 2018-23 Capital Improvement Plan identifies approximately \$196 million in projects to be implemented over the next five years for meeting the Water Agency's mission and mandate. The Capital Improvement Plan supports efforts to enhance service reliability, provide a more resilient water supply, protect public and environmental health, meet regulatory compliance needs, and promote renewable energy resources. Some of those efforts include: replacement and rehabilitation of aging infrastructure that has served its useful life; implementation of projects required under the Biological Opinion for water supply operations along the Russian River and protection of salmonids; implementation of projects that increase systems reliability following a major natural hazard event; and projects to sustain

local water supplies by offsetting other demands, including projects that support recycled water to offset the use of imported Russian River water and local groundwater use.

Within this plan, \$140 million is programmed for the Water Supply and Transmission Funds; \$5 million is planned within the Water Agency's Flood Control Zones; and \$50 million will be expended within the various Sanitation Districts and Zones administered by the Water Agency. Approximately \$480,000 is planned for the Internal Services Fund.

Table 1

Table 1

Table 1 provides a roll-up summary of all funding resource needs identified for this 2018-2023 Five Year Capital Improvement Plan broken down by each department. This table summarizes and reflects the total estimated value of projects for each Department or Agency of the overall Capital Improvement Plan. The Grand Total shows what it would cost if all projects in the plan were to be fully funded. Projects with partial funding are shown below with full project value indicated. For partially funded amounts, see Project Detail Sheets.

Department/ Agency	Funding Status	Prior FYs	Current FY 2017-18	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5 YR Total	Future FYs	Cumulative Project Total
General Government	Agency Total	21,923	14,381	68,413	102,181	51,148	27,591	26,351	275,682	3,185	315,172
	Funded/Funded by Others	11,704	1,600	2,100	1,600	1,600	1,600	1,600	8,500	3,185	24,989
	Partially Funded	9,594	12,681	17,882	11,412	6,807	6,553	6,720	49,374	0	71,649
	Unfunded	625	100	48,431	89,169	42,740	19,438	18,031	217,808	0	218,533
Regional Parks	Agency Total	14,325	21,823	15,720	15,902	23,642	13,361	8,990	77,555	25,834	139,536
	Funded/Funded by Others	3,419	3,774	2,180	100	60	0	0	2,340	154	9,687
	Partially Funded	10,906	18,049	12,255	15,281	23,092	12,026	8,190	70,784	25,180	124,918
	Unfunded	0	0	1,285	521	490	1,335	800	4,431	500	4,931
Transportation & Public Works	Agency Total	68,036	45,673	38,024	41,426	75,395	56,950	42,706	254,501	22,545	390,755
	Funded	51,378	38,574	23,979	15,915	14,722	14,350	11,325	80,291	0	170,243
	Partially Funded	16,628	7,099	14,045	23,711	60,673	42,600	31,381	172,410	22,545	218,682
	Unfunded	30	0	0	1,800	0	0	0	1,800	0	1,830
Water Agency	Agency Total	36,937	28,558	45,703	50,267	34,429	38,742	26,913	196,054	93,705	355,255
	Funded/Funded by Others	31,857	28,098	42,875	33,449	11,506	11,536	2,400	101,766	10,920	172,642
	Partially Funded/ Funded by Others	5,080	460	2,828	16,819	22,922	27,206	24,513	94,288	82,785	182,613
GRAND TOTAL		141,221	110,435	167,860	209,776	184,613	136,644	104,960	803,793	145,269	1,200,718

All values presented in thousands (1 x 1,000)

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GENERAL GOVERNMENT CAPITAL IMPROVEMENT PLAN PROJECTS

General Government 5–Year Capital Improvement Plan

Overview

The General Services Department includes the infrastructure needs from all the General Government Departments in the County. As a result of the 2017 Sonoma County fires, the normal capital improvement process was modified to reprioritize projects that advance the recovery and rebuilding of the community while improving public safety and access to government services. In addition, new project requests without pre-identified funding were not accepted for this Capital Improvement Plan.

Projects

Active and Approved Projects in FY 2017-18 (\$74,128,237)

Prior year funding enabled the following projects in FY 2017-18:

Accessibility Barrier Removal Projects	\$1,600,000
<ul style="list-style-type: none"> • Airport Temporary Waiting Area • Cloverdale Pool Parking Path of Travel • Fairgrounds Showcase Cafe • La Plaza A & B Fire Alarm Pull Stations • Los Guilicos Path of Travel • Main Adult Detention Facility Booking Barrier Removal • Main Adult Detention Facility C Mod • Main Adult Detention Facility D Mod • Main Adult Detention Facility Phone Upgrades at Elevators • Permits & Resource Management Additional Parking-Phase 1 • Permits & Resource Management Lobby and Restrooms • Registrar of Voters Auto Door Opener-Phase 2 • Santa Rosa Veterans Building Barrier Removal • Signalized Intersections 	
Airport Temporary Tensile Structure	\$1,342,082
Animal Shelter Improvements	\$144,000
Animal Shelter Surgery & Kennel Protection	\$751,948

Behavioral Health Housing Units	\$46,200,000
Behavioral Health Relocation	\$1,406,338
Bodega Bay Dock Repair	\$310,000
Clerk Relocation to Recorder	\$151,241
CAC Motor Pool Lot Relocation	\$140,209
CHP–Sonoma Mountain	\$32,690
County Government Center Facility Planning	\$127,000
Courthouse Coordination Support	\$465,889
Detention Facility Electronic Security & Communication Assessment	\$505,577
Fleet Motor Pool Russell Parking	\$317,360
Guerneville Veterans Building HVAC and Structural Design	\$246,592
Inmate Connector	\$9,689,311
Main Adult Detention Facility Dayroom Cameras	\$515,480
Main Adult Detention Facility Dayroom Camera Phase 2	\$324,480
MADF Dental Office	\$292,000
MADF Reroof Phase 2	\$1,342,000
MADF Reroof Phase 3	\$1,197,878
MADF Security Electronics	\$360,000
Paulin Well Relocation	\$545,000
Permits & Resource Management Division Roof	\$340,000
Petaluma Veterans Building Kitchen Renovation	\$221,152
Santa Rosa Veterans Building Re-roof	\$336,016
Sears Pt. Radio Tower Construction	\$1,309,947
Sheriff Building New Evidence Storage Building	\$2,031,507
Siri Tower & Vault Design	\$1,316,900
Sonoma Veterans Building Kitchen Renovation	\$385,640
Communication Towers	\$180,000

General Government 5–Year Capital Improvement Plan

Completed Projects in FY 2017-18 (\$13,766,217)

Prior year funding enabled the following projects to be completed in FY 2017-18:

4C's Child Care Center Remodel	\$118,322
Airport Temporary Ticketing Modular	\$592,226
Airport Apron Re-stripe	\$175,776
Central Mechanical Plant Boiler Burner Replacement	\$165,444
Clerk-Recorders Auditors File Room Conversion	\$252,552
Cloverdale Veterans Building Improvements	\$164,849
Fairground Administration Building ADA Parking & Path of Travel	\$99,003
Hall of Justice South Elevator Repair	\$326,545
Information Systems Parking ADA Barrier Removal	\$81,484
New Fleet Facility	\$9,408,066
Main Adult Detention Facility Clothing Conveyor	\$350,000
Meyers Tower Vault	\$1,408,671
Registrar of Voters ADA Auto Door Opener	\$21,126
Sonoma Veterans Building ADA Auto Door Opener	\$34,955
Valley of the Moon Children's Home Power Wash/Painting	\$109,668
Veterans Hall Sebastopol Sprinkler	\$457,530

Programs and Services

Projects can be identified individually or bundled into “programs” or “services” to help simplify the Capital Improvement Plan and to provide some flexibility in resource management and budgets. Examples of this “bundling” include: Fire and Emergency Services, Accessibility, Facility Condition and Asset Preservation, Demolition, Veterans, Radio Towers, and others.

Justice Services and Public Safety

As a result of the 2017 Sonoma County fires, Justice Services and Public Safety projects have been reprioritized to advance the recovery and rebuilding of the community while improving public safety and access to government services. These projects include replacing the radio infrastructure communications tower at Mt. Barham which was destroyed by the fires, and expansion of the capacity of the Sheriff's 911 Dispatch Console.

Radio Towers and Infrastructure – Communications

Radio tower and infrastructure projects support law enforcement, fire, public safety and other important county-wide radio communications. These projects promote the improvement of critical public safety communications and data processing functions. Radio tower upgrade projects (towers, foundations, access roads, power lines, equipment vaults) represent large investments, yet have a useful life of several decades. Meanwhile, the needs of the associated radio communication equipment must also be met. Equipment investments recur over the shorter useful lives of the equipment – measured in years, not decades. Between these two types of investment, ongoing annual funding will be necessary to maintain the functionality of the overall County-wide radio communications network.

Projects benefitting Justice Services and Public Safety-related departments continue to account for a significant number of projects requested in the overall Plan. Public Safety Realignment (Assembly Bill 109) and Proposition 47 impacts on jail demographics continue to drive many facility modifications associated with County-owned detention facilities. Detention and other criminal justice projects proposed for consideration in the General Government Plan

General Government 5–Year Capital Improvement Plan

are guided by longer term objectives contained in the Criminal Justice Master Plan.

In November, 2015, the County was awarded a \$40,000,000 grant from the State of California under Senate Bill 863 for the construction of a new behavior health housing unit and programs at the Main Adult Detention Facility. The County has provided the required 10% matching funds and is moving forward with the design of the facility. Construction of the new facility is anticipated to be complete in 2020.

The updated Criminal Justice Master Plan confirmed operational deficiencies exist within the County’s adult detention facilities, and recommended that the County continue to utilize the Five-Year Capital Improvement Plan to implement the required housing unit improvements at the Main Adult Detention Facility, to enable safe and effective management of special populations.

Americans with Disabilities Act

The County’s 2009 updated Americans with Disabilities Act Self-Evaluation and Transition Plan includes a database of the physical barriers in County facilities that limit the accessibility of its programs, activities, or services to individuals with disabilities. It also provides a twelve-year schedule for removing those barriers. Barrier removal projects are the responsibility of General Services and other Departments with responsibility for facility management including County Fair, Regional Parks, Sonoma County Water Agency, and Transportation and Public Works. Accessibility Barrier Removal funds are distributed across these departments in proportion to the cost of barrier removal in facilities they manage. A portion of the funding also goes towards web-compliance, training, and program administration by the Human Resources Department. In addition to the specific barrier removal funds expended under the Transition Plan, barrier removal is also

provided in individual capital project as part of the project scope, as required by the California Building Code. At the time of publication of this document, the 2009 updated Transition Plan is in its ninth year of implementation, continuing to address barrier removal in accordance with Board-accepted and code-mandated Transition Plan priorities.

Facility Condition and Asset Preservation

In the first half of FY 2014-15, a comprehensive facility condition assessment was performed on the County’s owned buildings, commissioned by the General Services Department. Results of the assessment confirmed the County’s owned portfolio is at best in “Fair” condition, on average, with several facilities in, or trending towards, “Poor” condition. Many County facilities need major component repairs or replacements in the near future in order to protect the value of the asset and prevent further deterioration. Individual high-priority asset preservation projects currently identified in the Plan align with the findings of the assessment.

Going forward, “must do” priorities such as detention security electronics, emergency back-up lighting or power distribution, along with an allowance for building components expected to need replacement in any given year, constitute a significant funding need (see Project Request #R160023, General Government-Facility Condition and Asset Preservation). If funding is available, the Plan proposes \$14 million annually for the next five years, starting with Plan year FY 2018-19 to address needs identified in the Facility Condition Assessment.

Data from the Comprehensive Facility Condition Assessment has been incorporated into the Project Request sheets to inform the Capital Improvement Plan review.

Demolition Program

Several facility assets have been identified for

General Government 5–Year Capital Improvement Plan

demolition and hazardous mitigation. Assets currently included in this program are: the Porto Bodega Bay Pier, the Old Valley of the Moon Children’s Home at Los Guilicos, the Old Juvenile Hall at Los Guilicos, Crime Lab Modular at Los Guilicos and the house at the Meyers Grade radio tower location. All of these facilities are vacant, beyond their useful life and are being minimally maintained. Demolition of these facilities would allow for other potential uses for the property and redirection of maintenance dollars to other facilities.

Veterans Memorial Halls, Community Center

The County owns Veterans Memorial Halls, in Sonoma, Petaluma, Cotati, Sebastopol, Santa Rosa, Guerneville, and Cloverdale, and one Community Center in Occidental. Of the Veterans Halls, General Services Department operates Petaluma, Cotati, Sonoma, Cloverdale and Santa Rosa, while Regional Parks operates Occidental Community Center. The Sebastopol Veterans Hall is operated by the non-profit Sebastopol Center for the Arts. All of these facilities are in need of component replacements and renewals in order to adequately serve veterans and the general public. Facility needs range across a variety of items such as exterior wall finishes, windows and roofing, heaters, sound systems and kitchen equipment. Sufficient funding to address these needs remains an ongoing challenge. Certain dedicated funding has allowed Americans with Disabilities Act barrier removal work to continue.

Real Estate Space Needs

Several General Government departments are challenged to consolidate operations or have experienced program growth that exceeds existing space. General Services Department has received space requests from:

- Auditor-Controller-Assessor-Tax Collector
- Clerk-Recorder-Assessor

- County Administrator’s Office
- County Counsel
- Department of Health Services
- Human Resources
- Human Services
- Information Systems Department
- Probation
- Public Defender
- Regional Parks

Buildings at the County Administration Center are fully occupied; opportunities to accommodate additional staff are very limited. Small-scale additions or expansions are not cost-effective. Off-campus leased space may provide opportunities to meet space needs, but lease rates are also expected to rise. Longer-term, consolidation of the County’s General Government service operations into new, efficient multi-story buildings that replace the obsolete buildings at the County Administration Center could solve much of the space and service delivery challenges facing the County. Until financing strategies are identified for a longer term solution, interim solutions must be found.

New Santa Rosa Courthouse

The California State Judicial Council has begun design of the new multi-story Santa Rosa courthouse. The new courthouse will be built just to the east of the existing Hall of Justice. Design is expected to begin in July 2018, and construction in November 2019, with occupancy scheduled for January 2022. Related County projects will also begin to modify adjacent County infrastructure, facilities and grounds that are impacted by the construction of the new State courthouse. Included in these projects are storm drainage improvements, relocation of the Emergency Operations Center Tower, and the construction of a secure inmate transfer connection between the Main Adult Detention

General Government 5–Year Capital Improvement Plan

Facility and the new courthouse.

Fire and Emergency Services

Fire and Emergency Services has previously acquired a number of fire engines for their volunteer fire fighting units with federal grant assistance. The cost of these investments and the need to ensure that the equipment be operational at all times mandates that the units be housed in environments that safeguard reliability and promote longevity. In addition, the grant conditions stipulate that the apparatus must be housed in structures of a certain quality. Currently, several fire engines continue to be stored in scattered, private barns within the response area. This dispersal has a resultant effect on response times. The ongoing projects to secure sites and construct fire stations and/or storage garages are a component of the solution to meet this requirement. In addition to the existing Mountain Fire Company facility on Sharps Road, the most recent addition was the new fire equipment garage constructed at the Annapolis Road Yard. Construction of these basic garages enhances response time, delivers superior protection for the equipment investment, provides a focus for community activities and may lower fire insurance rates for the District’s citizens.

The County’s current Emergency Operation Center (EOC) facility was constructed in 1974 using federal funds. The EOC was designed to serve as a civil defense coordination center for a County population of 240,000. Although constructed to withstand the effects of a nuclear blast in the Bay Area, the seismic resilience of the facility is unknown. The EOC has undergone minor renovations in the intervening years to maximize its available space and incorporate newer communications systems. This is considered a “warm” facility requiring some actions to make the EOC fully functional when activated.

Since its development, the EOC facility has struggled to support a population that has more than doubled, a much broader range of hazards and threats as well as a profound increase in mission services. The October 2017 Complex Fires event highlighted critical deficiencies in the EOC facility including inadequate workspace and walkways, inflexible workstations, constrained floor plan layout, legacy communications systems, outdated equipment, poor noise mitigation, poor lighting, underpowered HVAC system, antiquated emergency generator, insufficient storage, incomplete ADA compliance, and minimal staff support facilities. These deficiencies hampered the response coordination effort and were a significant stressor for EOC staff. In short, the current facility no longer adequately supports the mission of the EOC.

To better meet the needs of County residents during a major disaster, a new or radically reconstructed EOC is needed to incorporate the modern and evolving strategies, systems, and technologies used in disaster response. A needs assessment must be conducted to identify gaps in current and expected capabilities in the areas of flexibility, sustainability, security, survivability, and interoperability.

A new, Class 1 “essential services” standard facility could host other critical County services including an alternate Public Safety Answering Point (PSAP), information data systems, and radio systems.

Option 1: Design and construct a new EOC facility	\$22,400,000
Option 2: Design and reconstruct the existing EOC facility	\$6,300,000

Cost Summary — Tables

Estimated Costs

The estimated project cost of all proposed work

General Government 5–Year Capital Improvement Plan

in the rolling five year time-frame for the current General Government Capital Improvement Plan FY 2018-23 valued at \$315 million and is summarized in tables that follow. The tables also show estimated costs for projects initiated within, but extending beyond, the five-year time frame, for total project costs.

Funding Priorities

The current Five-Year Plan identifies twenty-two high-priority projects with compelling legal, regulatory, urgent safety or asset preservation needs for funding consideration in FY 2018-19 of the current Plan.

Additionally, funding for other important asset preservation, departmental space improvement, communications and public safety needs are listed for consideration during the budget process.

These tables describe:

- General Government Prioritized Project Description List (pg. B-18). For further description of prioritization process, see page F-4 in Appendix.
- General Government projects organized by four categories: Mandated, Operational Improvement, Deferred Maintenance and Other (pg. B-21). For further descriptions of the four categories, see page F-5 in Appendix.

General Government

Prioritized Project Description List

Rank #	Detail Sheet	Request #	Phase	Name	Cumulative Project Total	Prior FYs Funding	Current Year FY 2017-18	FY1 2018-19	FY2-FY5 2019-23
1	B-25	R160015	REQUEST	Sheriff-911 Dispatch Console Replacement	707	0	0	707	0
2	B-26	R180018	REQUEST	ISD-Data Center Power Improvements	464	0	0	50	414
3	B-27	R190007	REQUEST	Sonoma Mountain Radio Tower Replacement	1,150	0	0	1,150	0
4	B-28	R190008	REQUEST	Seismic Retrofitting of Petaluma Veterans Memorial Hall and Emergency Generators	2,442	0	0	2,442	0
5	B-29	R150038	ACTIVE	County Government Center Facility Planning	4,025	475	0	550	3,000
6	B-30	R110040	ACTIVE	Radio-Infrastructure (Various Communication Towers)	19,372	5,771	0	3,834	9,767
7	B-31	R190002	REQUEST	Seismic Retrofitting of the Hall of Justice	43,520	0	0	5,000	38,520
8	B-32	R190003	REQUEST	Emergency Operations Center Radio Tower Replacement	834	0	0	834	0
9	B-33	R190004	REQUEST	Generators at Sheriff Building and Central Mechanical Plant	2,343	0	0	2,343	0
10	B-34	R190005	REQUEST	MADF-Seismic Retrofitting and New Emergency Generators	51,227	0	0	5,000	46,227
11	B-35	R190009	REQUEST	Seismic Retrofitting of Santa Rosa Veterans Memorial Hall and Emergency Generator	6,371	0	0	4,778	1,593
12	B-36	R190010	REQUEST	Seismic Retrofitting of Sonoma Veterans Memorial Hall and Emergency Generator	2,243	0	0	2,243	0
13	B-37	R100001	ACTIVE	Radio-Communications County Microwave System (Links)	2,522	360	191	531	1,440
14	B-38	R130003	REQUEST	Fire Garage (Volunteer) - Two Rock	1,419	0	0	0	1,419
15	B-39	R100003	REQUEST	Radio-Network Monitoring System (NMS)	345	0	0	0	345
16	B-40	R120048	REQUEST	Radio-700 MHz Trunked System	3,450	0	0	2,450	1,000
17	B-41	R160014	REQUEST	Sheriff-Russian River West County Public Safety Building	5,283	0	0	468	4,815
18	B-42	R120002	ACTIVE	HOJ Elevator Life Extension Updates	744	336	0	408	0
19	B-43	R160018	ACTIVE	MADF-Housing Safety and Security Requirements	12,288	475	0	2,096	9,717

All values presented in thousands (1 x 1,000)

General Government

Prioritized Project Description List

Rank #	Detail Sheet	Request #	Phase	Name	Cumulative Project Total	Prior FYs Funding	Current Year FY 2017-18	FY1 2018-19	FY2-FY5 2019-23
20	B-44	R150044	ACTIVE	Detention-Electronic Security and Communications Improvements	12,580	0	135	2,173	10,272
21	B-45	R090002	ACTIVE	County Accessibility Barrier Removal	24,489	11,704	1,600	1,600	6,400
22	B-46	R110028	ACTIVE	New State Courthouse: Coordination Support	2,737	50	925	1,762	0
23	B-47	R110032	ACTIVE	MADF-Inmate Transfer Connection to Courthouse	14,331	75	9,614	4,642	0
24	B-48	R010001	ACTIVE	County Hazardous Materials Abatement - All Buildings	2,917	1,592	0	485	840
25	B-49	R180026	ACTIVE	SHR-Seaview Tower Removal	96	0	0	96	0
26	B-50	R160023	REQUEST	GG-Facility Condition and Asset Preservation	70,273	0	0	14,055	56,218
27	B-51	R100013	REQUEST	Veterans/Community Bldgs. Maintenance & Repairs Annual Costs	3,711	244	1,791	1,105	571
28	B-52	R090005	ACTIVE	MADF-Dayroom Cameras - Phase 2	2,230	191	0	502	1,537
29	B-53	R120009	ACTIVE	CMP-Boilers	510	347	0	163	0
30	B-54	R180008	ACTIVE	DHS-Surveillance Cameras-Animal Services	44	0	0	44	0
31	B-55	R120010	REQUEST	Library-Guerneville North & East Side Rot Repair	257	0	0	77	180
32	B-56	R180012	REQUEST	DHS-Lobby Enlargement/Security Enhancement-Animal Services	218	0	0	104	114
33	B-57	R160024	REQUEST	MADF-Observation and Safety Cell Conversions	544	0	0	544	0
34	B-58	R130005	REQUEST	Fire Garage (Volunteer) - San Antonio	1,193	0	0	0	1,193
35	B-59	R180016	REQUEST	DHS-Storage Warehouse Building-Animal Services	102	0	0	102	0
36	B-60	R180001	REQUEST	CC-County Counsel Consolidation	67	0	0	26	41
37	B-61	R190001	REQUEST	ISD-Reconfigurations	500	0	0	500	0
38	B-62	R150011	REQUEST	MADF-Central Control Remodel	290	0	25	265	0
39	B-63	R140152	ESTIMATED	MADF-Reinforce/Upgrade Lobby Doors	134	0	0	134	0
40	B-64	R150084	ACTIVE	TPW-Santa Rosa Road Yard Emergency Generator	300	150	0	150	0
41	B-65	R150163	ACTIVE	ISD-2300 Professional Reconfiguration	1,393	0	0	194	1,199
42	B-66	R160210	ACTIVE	Probation Camp-Office Expansion	459	0	0	459	0

All values presented in thousands (1 x 1,000)

General Government

Prioritized Project Description List

Rank #	Detail Sheet	Request #	Phase	Name	Cumulative Project Total	Prior FYs Funding	Current Year FY 2017-18	FY1 2018-19	FY2-FY5 2019-23
43	B-67	R160005	REQUEST	Fair-Grace Pavilion Roofing Replacement	471	0	0	471	0
44	B-68	R160004	REQUEST	Fair-Hall of Flowers Roofing Replacement	283	0	0	283	0
45	B-69	R130007	REQUEST	Library-Guerneville Renovation	3,285	0	0	0	3,285
46	B-70	R180017	REQUEST	ISD-Reprographics Space Repurpose	595	0	0	595	0
47	B-71	R160056	REQUEST	HSD-Neighborhood Placed Service	2,967	0	0	917	2,050
48	B-72	R180020	REQUEST	NCDF-Lobby/Intake Ergonomic Upgrades	642	0	0	642	0
49	B-73	R170027	REQUEST	LG-Master Planning	335	0	0	0	335
50	B-74	R180009	REQUEST	DHS-Staff Only Driveway-Animal Services	110	0	0	110	0
51	B-75	R130008	REQUEST	CRA-Consolidation Project	4,627	4	0	558	4,065
52	B-76	R170001	REQUEST	CRA-ROV Reconfiguration	94	0	0	94	0
53	B-77	R150008	REQUEST	ISD-Data Center Power Improvements	640	0	0	40	600
54	B-78	R180003	REQUEST	HSD-Security Cameras in Various HSD Locations	113	0	0	43	70
55	B-79	R150009	REQUEST	ISD-Com-Cell Phone Booster	400	0	0	400	0
56	B-80	R180004	REQUEST	HSD-Employment & Training Resource Room Reconfiguration	42	0	0	0	42
57	B-81	R180021	REQUEST	HSD-FY&C Storage Room Reconfiguration	96	0	0	96	0
58	B-82	R180027	REQUEST	2018-2023 Capital Improvement Plan	350	150	100	100	0
				TOTALS	315,171	21,923	14,381	68,413	207,269

All values presented in thousands (1 x 1,000)

General Government

Projects Organized by Categories

Detail Sheet	Request #	Phase	Name	Project Total	Prior FYs Funding	FY1 2018-19 Funding	Total Project Funding		
							General Fund	Unfunded	Other Funds
			MANDATED						
B-25	R160015	REQUEST	Sheriff-911 Dispatch Console Replacement	707	0	707	0	707	0
B-28	R190008	REQUEST	Seismic Retrofitting of Petaluma Veterans Memorial Hall and Emergency Generators	2,442	0	2,442	305	0	2,137
B-30	R110040	ACTIVE	Radio-Infrastructure (Various Communication Towers)	19,372	5,771	3,834	5,771	13,601	0
B-31	R190002	REQUEST	Seismic Retrofitting of the Hall of Justice	43,520	0	5,000	15,408	0	28,112
B-32	R190003	REQUEST	Emergency Operations Center Radio Tower Replacement	834	0	834	104	0	730
B-35	R190009	REQUEST	Seismic Retrofitting of Santa Rosa Veterans Memorial Hall and Emergency Generator	6,371	0	4,778	797	0	5,575
B-36	R190010	REQUEST	Seismic Retrofitting of Sonoma Veterans Memorial Hall and Emergency Generator	2,243	0	2,243	280	0	1,963
B-43	R160018	ACTIVE	MADF-Housing Safety and Security Requirements	12,288	475	2,096	0	12,288	0
B-44	R150044	ACTIVE	Detention-Electronic Security and Communications Improvements	12,580	0	2,173	0	12,445	135
B-45	R090002	ACTIVE	County Accessibility Barrier Removal	24,489	11704	1,600	10,801	9,585	4,103
B-46	R110028	ACTIVE	New State Courthouse: Coordination Support	2,737	50	1,762	125	1,762	850
B-47	R110032	ACTIVE	MADF-Inmate Transfer Connection to Courthouse	14,331	75	4,642	9,294	4,642	395
B-48	R010001	ACTIVE	County Hazardous Materials Abatement - All Buildings	2,917	1,592	485	1,646	1,272	0
B-49	R180026	ACTIVE	SHR-Seaview Tower Removal	96	0	96	0	96	0
B-63	R140152	ESTIMATED	MADF-Reinforce/Upgrade Lobby Doors	134	0	134	0	134	0
			MANDATED TOTALS	145,061	19,667	32,826	44,531	56,532	43,999

All values presented in thousands (1 x 1,000)

General Government

Projects Organized by Categories

Detail Sheet	Request #	Phase	Name	Project Total	Prior FYs Funding	FY1 2018-19 Funding	Total Project Funding		
							General Fund	Unfunded	Other Funds
			OPERATIONAL IMPROVEMENT						
B-27	R190007	REQUEST	Sonoma Mountain Radio Tower Replacement	1,150	0	1,150	144	0	1,006
B-29	R150038	ACTIVE	County Government Center Facility Planning	4,025	475	550	475	3,550	0
B-33	R190004	REQUEST	Generators at Sheriff Building and Central Mechanical Plant	2,343	0	2,343	586	0	1,757
B-34	R190005	REQUEST	MADF-Seismic Retrofitting and New Emergency Generators	51,227	0	5,000	0	0	51,227
B-37	R100001	ACTIVE	Radio-Communications County Microwave System (Links)	2,522	360	531	551	1,971	0
B-38	R130003	REQUEST	Fire Garage (Volunteer) - Two Rock	1,419	0	0	0	1,419	0
B-52	R090005	ACTIVE	MADF-Dayroom Cameras - Phase 2	2,230	191	502	191	2,039	0
B-56	R180012	REQUEST	DHS-Lobby Enlargement/Security Enhancement-Animal Services	218	0	104	218	0	0
B-57	R160024	REQUEST	MADF-Observation and Safety Cell Conversions	544	0	544	0	544	0
B-58	R130005	REQUEST	Fire Garage (Volunteer) - San Antonio	1,193	0	0	0	1,193	0
B-61	R190001	REQUEST	ISD-Reconfigurations	500	0	500	0	500	0
B-64	R150084	ACTIVE	TPW-Santa Rosa Road Yard Emergency Generator	300	150	150	150	150	0
B-66	R160210	ACTIVE	Probation Camp-Office Expansion	459	0	459	0	459	0
B-71	R160056	REQUEST	HSD-Neighborhood Placed Service	2,967	0	917	0	2,967	0
B-72	R180020	REQUEST	NCDF-Lobby/Intake Ergonomic Upgrades	642	0	642	0	642	0
B-74	R180009	REQUEST	DHS-Staff Only Driveway-Animal Services	110	0	110	0	110	0
B-81	R180021	REQUEST	HSD-FY&C Storage Room Reconfiguration	96	0	96	0	96	0
B-82	R180027	REQUEST	2018-2023 Capital Improvement Plan	350	150	100	350	0	0
			OPERATIONAL IMPROVEMENT TOTALS	72,294	1,326	13,698	2,665	15,640	53,990

All values presented in thousands (1 x 1,000)

General Government

Projects Organized by Categories

Detail Sheet	Request #	Phase	Name	Project Total	Prior FYs Funding	FY1 2018-19 Funding	Total Project Funding		
							General Fund	Unfunded	Other Funds
			DEFERRED MAINTENANCE						
B-26	R180018	REQUEST	ISD-Data Center Power Improvements	464	0	50	0	464	0
B-42	R120002	ACTIVE	HOJ Elevator Life Extension Updates	744	336	408	0	193	551
B-50	R160023	REQUEST	GG-Facility Condition and Asset Preservation	70,273	0	14,055	0	70,273	0
B-51	R100013	REQUEST	Veterans/Community Bldgs. Maintenance & Repairs Annual Costs	3,711	244	1,105	2,035	1,676	0
B-53	R120009	ACTIVE	CMP-Boilers	510	347	163	347	163	0
B-67	R160005	REQUEST	Fair-Grace Pavilion Roofing Replacement	471	0	471	0	321	150
B-68	R160004	REQUEST	Fair-Hall of Flowers Roofing Replacement	283	0	283	0	119	164
			DEFERRED MAINTENANCE TOTALS	76,455	927	16,535	2,382	73,209	865
			OTHER						
B-39	R100003	REQUEST	Radio-Network Monitoring System (NMS)	345	0	0	345	0	0
B-40	R120048	REQUEST	Radio-700 MHz Trunked System	3,450	0	2,450	0	3,450	0
B-41	R160014	REQUEST	Sheriff-Russian River West County Public Safety Building	5,283	0	468	0	5,283	0
B-54	R180008	ACTIVE	DHS-Surveillance Cameras-Animal Services	44	0	44	0	44	0
B-55	R120010	REQUEST	Library-Guerneville North & East Side Rot Repair	257	0	77	0	257	0
B-59	R180016	REQUEST	DHS-Storage Warehouse Building-Animal Services	102	0	102	0	102	0
B-60	R180001	REQUEST	CC-County Counsel Consolidation	67	0	26	67	0	0
B-62	R150011	REQUEST	MADF-Central Control Remodel	290	0	265	25	265	0
B-65	R150163	ACTIVE	ISD-2300 Professional Reconfiguration	1,393	0	194	0	1,393	0
B-69	R130007	REQUEST	Library-Guerneville Renovation	3,285	0	0	0	2,485	800
B-70	R180017	REQUEST	ISD-Reprographics Space Repurpose	595	0	595	0	595	0

All values presented in thousands (1 x 1,000)

General Government

Projects Organized by Categories

Detail Sheet	Request #	Phase	Name	Project Total	Prior FYs Funding	FY1 2018-19 Funding	Total Project Funding		
							General Fund	Unfunded	Other Funds
B-73	R170027	REQUEST	LG-Master Planning	335	0	0	0	335	0
B-75	R130008	REQUEST	CRA-Consolidation Project	4,627	4	558	0	827	3,800
B-76	R170001	REQUEST	CRA-ROV Reconfiguration	94	0	94	0	94	0
B-77	R150008	REQUEST	ISD-Data Center Power Improvements	640	0	40	0	640	0
B-78	R180003	REQUEST	HSD-Security Cameras in Various HSD Locations	113	0	43	113	0	0
B-79	R150009	REQUEST	ISD-Com-Cell Phone Booster	400	0	400	0	400	0
B-80	R180004	REQUEST	HSD-Employment & Training Resource Room Reconfiguration	42	0	0	0	42	0
			OTHER TOTALS	21,360	4	5,356	550	16,212	4,600
			GRAND TOTALS	315,171	21,924	68,415	49,877	161,593	103,454

All values presented in thousands (1 x 1,000)

Sheriff-911 Dispatch Console Replacement

Function Area:
Justice Services

Strategic Plan Impact:

Request: R160015

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities
Economic & Environmental Stewardship
Invest in the Future
Civic Services & Engagement

Project Description



RECOVERY RESPONSE PROJECT

To ensure continuance of operations during an emergency: Replace aging dispatch consoles with twelve new stations. Additional capacity needed for adequate response to emergencies. Current consoles (workstations) dating to 2002 are out of warranty. Replacement is recommended every ten years. Several have needed repair in the past two years. Broken consoles can cause an unsafe workplace. Emergency communication consoles are subject to demanding and continuous use, 24 hours a day, 7 days each week by different employees, with different physical sizes and needs. The dispatch console (workstation) furniture sustains several years of use when compared to one year of typical office furniture use. The sit-to-stand functions on the consoles are beginning to fail; requiring costly repairs not budgeted for; the desktop will not level (sometimes tilts to 90 degrees) therefore making it unusable. Parts required for repair are difficult to acquire and will become obsolete. Asset preservation priority.

Project Cost by Phase	
Acquisition:	0
Design/PM:	275
Construction:	101
Furniture/Reloc:	289
Other:	43
Project Total:	707
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	346
Maintenance:	274
Other:	0
OM Total:	620
Replacement Value:	79,450
RI Cost:	9,405
RI:	0.12

Service Impact:

Stable and quick response to emergencies.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	707	0	0	0	0	707	0	707
TOTALS:	0	0	707	0	0	0	0	707	0	707

All Values are presented in Thousands (1 x 1000)

ISD-Data Center Power Improvements

Function Area:

Administrative and Fiscal Services

Strategic Plan Impact:

Request: R180018

Department/Division:

Information Systems

Board of Supervisors Focus Areas:

Economic & Environmental Stewardship

Safe, Healthy & Caring Communities

Invest in the Future

Civic Services & Engagement

Project Description



RECOVERY RESPONSE PROJECT.

PROGRAM: To ensure continuance of operations during an emergency: Replacement of under capacity and aging generator, as recommended in a 2010 report commissioned by General Services. This project will help ensure continuity of services during an emergency and other critical services. Data center power requirements are growing. The current data center generator is aging and undersized. Critical services would be unavailable due to loss of utility power and inadequate backup power. This project will ensure critical systems are operational and available in emergency and other needed situations. Upgrade of generator will need to include upgrade in conduit and cable, as well as properly sized transfer switch.

Project Cost by Phase	
Acquisition:	0
Design/PM:	95
Construction:	369
Furniture/Reloc:	0
Other:	0
Project Total:	464
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	295
Maintenance:	60
Other:	0
OM Total:	355
Replacement Value:	25,158
RI Cost:	12,283
RI:	0.49

Service Impact:

Data center continued power during emergencies.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	50	414	0	0	0	464	0	464
TOTALS:	0	0	50	414	0	0	0	464	0	464

All Values are presented in Thousands (1 x 1000)

Sonoma Mountain Radio Tower Replacement

Function Area:
Justice Services

Strategic Plan Impact:

Request: R190007

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Economic & Environmental Stewardship
Safe, Healthy & Caring Communities
Invest in the Future
Civic Services & Engagement

Project Description



RECOVERY RESPONSE PROJECT

To ensure continuance of operations during an emergency: Provide a new structurally sound communications tower at Sonoma Mountain. House critical communications equipment to serve the Sonoma valley area of Sonoma County. Provide a defensible perimeter to mitigate the destruction of critical communication infrastructure from wildfires. Design build: 12 months

Project Cost by Phase	
Acquisition:	0
Design/PM:	115
Construction:	1,035
Furniture/Reloc:	0
Other:	0
Project Total:	1,150
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal Grant	0	0	863	0	0	0	0	863	0	863
General Fund	0	0	144	0	0	0	0	144	0	144
Criminal Justice Fund	0	0	144	0	0	0	0	144	0	144
TOTALS:	0	0	1,150	0	0	0	0	1,150	0	1,150

All Values are presented in Thousands (1 x 1000)

Seismic Retrofitting of Petaluma Veterans Memorial Hall and Emergency Generators

Function Area:

Administrative and Fiscal Services

Strategic Plan Impact:

Request: R190008

Department/Division:

General Services

Board of Supervisors Focus Areas:

Economic & Environmental Stewardship
 Safe, Healthy & Caring Communities
 Invest in the Future
 Civic Services & Engagement

Project Description



RECOVERY RESPONSE PROJECT

To ensure continuance of operations during an emergency: Proposed seismic retrofitting will address seismic risks to the building, by bringing the building to current code requirements for seismic safety. Provision of an emergency generator will ensure continued operational capability as an alternative County Administration building. Seismic design build: 12 months.

Project Cost by Phase	
Acquisition:	0
Design/PM:	244
Construction:	2,198
Furniture/Reloc:	0
Other:	0
Project Total:	2,442
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	13
Maintenance:	23
Other:	0
OM Total:	36
Replacement Value:	17,699
RI Cost:	15,530
RI:	0.88

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal Grant	0	0	1,832	0	0	0	0	1,832	0	1,832
General Fund	0	0	305	0	0	0	0	305	0	305
Transient Occupancy Tax	0	0	305	0	0	0	0	305	0	305
TOTALS:	0	0	2,442	0	0	0	0	2,442	0	2,442

All Values are presented in Thousands (1 x 1000)

County Government Center Facility Planning

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R150038

Department/Division:
General Services

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities
Economic & Environmental Stewardship
Invest in the Future
Civic Services & Engagement

Project Description



Addresses the highest priority space needs at the County Center campus. Most County departments are in need of additional space, including County Counsel, Probation, Public Defender, Human Services, Health Services, Information Systems, Human Resources, and Clerk-Recorder-Assessor. Solutions include to evaluate and plan for construction of a new parking garage and a new multi-story office building to house County services, or develop an alternative leasing strategy to meet ongoing space and consolidation demands.

Replacement Values and Operation and Maintenance Costs are calculated from a summary of values from these buildings: Administration, Agriculture, Central Mechanical Plant, Childcare, Fiscal, Human Services at Paulin, ISD Data Processing, La Plaza A & B, Permits & Resource Management, 370 Administration, and 2300 Professional Drive. Replacement Index (RI) is calculated from the average values.

For further information see Facility Descriptions & Asset List section of the Capital Improvement Plan. Project costs are for staff time and consultants only.

Project Cost by Phase	
Acquisition:	0
Design/PM:	4,025
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	4,025
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	920
Maintenance:	935
Other:	0
OM Total:	1,855
Replacement Value:	420,644
RI Cost:	184,389
RI:	0.36

Service Impact:

Asset replacement. Net savings of O&M costs if implemented.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund	475	0	0	0	0	0	0	0	0	475
Unfunded	0	0	550	1,500	1,500	0	0	3,550	0	3,550
TOTALS:	475	0	550	1,500	1,500	0	0	3,550	0	4,025

All Values are presented in Thousands (1 x 1000)

Radio-Infrastructure (Various Communication Towers)

Function Area:
Justice Services

Strategic Plan Impact:

Request: R110040

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities
Invest in the Future

Project Description



RECOVERY RESPONSE PROJECT

PROGRAM: To ensure continuance of operations during an emergency: Develop essential communication sites to improve redundancy, fill gaps, and alleviate overloading for emergency response services along coast, West County, North County, and Santa Rosa. As a result of the October 201 fires, additional scopes of work have been added : Replacement of the communications at Mt. Barham, Fire Sirens and Fire Cameras. The “Radio Needs Analysis Report 8-2009” identified several areas with poor radio communications coverage. Additionally, existing sites need reconstruction. Currently construction documents prepared for permit are ready for Sears Point and preliminary design is begun on Tracen Two Rocks. Funding for this fiscal year will allow the Sears Point project to be constructed, and designs prepared for Tracen Two Rock and Rockpile for construction in the following fiscal year. High public safety priority.

Project Cost by Phase	
Acquisition:	0
Design/PM:	3,298
Construction:	14,053
Furniture/Reloc:	0
Other:	2,021
Project Total:	19,372
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Improves emergency response time along Coast.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund	5,771	0	0	0	0	0	0	0	0	5,771
Unfunded	0	0	3,834	2,394	1,694	2,894	2,784	13,601	0	13,601
TOTALS:	5,771	0	3,834	2,394	1,694	2,894	2,784	13,601	0	19,372

All Values are presented in Thousands (1 x 1000)

Seismic Retrofitting of the Hall of Justice

Function Area:
Justice Services

Strategic Plan Impact:

Request: R190002

Department/Division:
Sheriff

Board of Supervisors Focus Areas:

Project Description



RECOVERY RESPONSE PROJECT

To ensure continuance of operations during an emergency: At Hall of Justice, provide seismic upgrades to Risk Level II or better, where risk to life and structural damage is negligible, with only minor disruptions to systems and occupancy would be anticipated. Additionally, this scope will require 20% ADA project incorporation and Energy Code revisions. Alternatively consider demolition and replacement of Hall of Justice.

Project Cost by Phase	
Acquisition:	0
Design/PM:	4,352
Construction:	39,168
Furniture/Reloc:	0
Other:	0
Project Total:	43,520
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	269
Maintenance:	240
Other:	0
OM Total:	509
Replacement Value:	180,757
RI Cost:	63,290
RI:	0.35

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal Grant	0	0	5,000	0	0	0	0	5,000	0	5,000
General Fund	0	0	0	15,408	0	0	0	15,408	0	15,408
State of California	0	0	0	23,112	0	0	0	23,112	0	23,112
TOTALS:	0	0	5,000	38,520	0	0	0	43,520	0	43,520

All Values are presented in Thousands (1 x 1000)

Emergency Operations Center Radio Tower Replacement

Function Area:
Justice Services

Strategic Plan Impact:

Request: R190003

Department/Division:
Sheriff

Board of Supervisors Focus Areas:

Project Description



RECOVERY RESPONSE PROJECT

To ensure continuance of operations during an emergency: The proposed new tower will provide sufficient structural capacity to house a multitude of communications equipment required by local, state and federal authorities. The elimination of fuels at the perimeter of the communications tower will be highly effective in mitigating loss and risks posed from future wildfires. Design build: 12 months.

The replacement tower would be a 180' free standing tower with pad foundation. The tower would be engineered for a 150% load increase and all existing antennas would be migrated to the new tower.

Project Cost by Phase	
Acquisition:	0
Design/PM:	83
Construction:	751
Furniture/Reloc:	0
Other:	0
Project Total:	834
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	2
Other:	0
OM Total:	2
Replacement Value:	13,930
RI Cost:	6,167
RI:	0.44

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal Grant	0	0	626	0	0	0	0	626	0	626
General Fund	0	0	104	0	0	0	0	104	0	104
Criminal Justice	0	0	104	0	0	0	0	104	0	104
TOTALS:	0	0	834	0	0	0	0	834	0	834

All Values are presented in Thousands (1 x 1000)

Generators at Sheriff Building and Central Mechanical Plant

Function Area:

Administrative and Fiscal Services

Strategic Plan Impact:

Request: R190004

Department/Division:

General Services

Board of Supervisors Focus Areas:

Project Description



RECOVERY RESPONSE PROJECT

To ensure continuance of operations during an emergency: Replace aged generators at the Sheriff's Building and the Central Mechanical Plant serving critical emergency response, law enforcement and data needs of County departments. Design, 1 month, Fabrication and Construction 4 months.

Replacement Values and Operation and Maintenance Cost are calculated from a summary of the Sheriff building and Central Mechanical Plan, and Replacement Index (RI) is the average of the two buildings.

Project Cost by Phase	
Acquisition:	0
Design/PM:	234
Construction:	2,109
Furniture/Reloc:	0
Other:	0
Project Total:	2,343
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	346
Maintenance:	528
Other:	0
OM Total:	873
Replacement Value:	150,324
RI Cost:	16,039
RI:	0.11

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal Grant	0	0	1,757	0	0	0	0	1,757	0	1,757
General Fund	0	0	586	0	0	0	0	586	0	586
TOTALS:	0	0	2,343	0	0	0	0	2,343	0	2,343

All Values are presented in Thousands (1 x 1000)

MADF-Seismic Retrofitting and New Emergency Generators

Function Area:
Justice Services

Strategic Plan Impact:

Request: R190005

Department/Division:
Sheriff

Board of Supervisors Focus Areas:

Project Description



RECOVERY RESPONSE PROJECT

To ensure continuance of operations during an emergency: Seismic upgrades to the Main Adult Detention Facility to increase resistance to earthquake damage and evaluation of existing emergency power systems at county facilities to provide emergency power generation capacity. Seismic design build: 36 months.

Project Cost by Phase	
Acquisition:	0
Design/PM:	5,123
Construction:	46,104
Furniture/Reloc:	0
Other:	0
Project Total:	51,227
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	1,033
Maintenance:	1,169
Other:	0
OM Total:	2,202
Replacement Value:	317,091
RI Cost:	79,369
RI:	0.24

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal Grant	0	0	5,000	0	0	0	0	5,000	0	5,000
Debt Service	0	0	0	23,000	0	0	0	23,000	0	23,000
Criminal Justice Fund	0	0	0	0	23,227	0	0	23,227	0	23,227
TOTALS:	0	0	5,000	23,000	23,227	0	0	51,227	0	51,227

All Values are presented in Thousands (1 x 1000)

Seismic Retrofitting of Santa Rosa Veterans Memorial Hall and Emergency Generator

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R190009

Department/Division: Board of Supervisors Focus Areas:
General Services

Project Description



RECOVERY RESPONSE PROJECT

To ensure continuance of operations during an emergency: Seismic repairs to include increased shear resistance measures, column strengthening and replacement of unbraced ceilings throughout in accordance with best engineering practices intended to mitigate these specific issues. Seismic design build: 18 months.

Emergency generator is proposed to be a 300 KW in size to be located at the north side of the building next to the service yard which is closest to the main panel. A new concrete pad, switchgear and associated appurtenances and weather resistant enclosure would be required. Seismic design build: 18 months.

Project Cost by Phase	
Acquisition:	0
Design/PM:	637
Construction:	5,734
Furniture/Reloc:	0
Other:	0
Project Total:	6,371
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	28
Maintenance:	56
Other:	0
OM Total:	83
Replacement Value:	38,538
RI Cost:	28,480
RI:	0.74

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal Grant	0	0	4,778	0	0	0	0	4,778	0	4,778
General Fund	0	0	0	797	0	0	0	797	0	797
Transient Occupancy Tax	0	0	0	797	0	0	0	797	0	797
TOTALS:	0	0	4,778	1,593	0	0	0	6,371	0	6,371

All Values are presented in Thousands (1 x 1000)

Seismic Retrofitting of Sonoma Veterans Memorial Hall and Emergency Generator

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R190010

Department/Division:
General Services

Board of Supervisors Focus Areas:

Project Description



RECOVERY RESPONSE PROJECT

To ensure continuance of operations during an emergency: Proposed seismic retrofitting will address seismic risks to the building by bringing it to current code requirements for seismic safety. Provision of an emergency generator will ensure continued operational capability as an alternative County Administration building. Seismic design build: 12 months. Purchase and installation of emergency generator, 8 months (concurrent with seismic scope).

Project Cost by Phase	
Acquisition:	0
Design/PM:	224
Construction:	2,019
Furniture/Reloc:	0
Other:	0
Project Total:	2,243
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	52
Maintenance:	49
Other:	0
OM Total:	101
Replacement Value:	13,885
RI Cost:	8,894
RI:	0.64

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal Grant	0	0	1,682	0	0	0	0	1,682	0	1,682
General Fund	0	0	280	0	0	0	0	280	0	280
Transient Occupancy Tax	0	0	280	0	0	0	0	280	0	280
TOTALS:	0	0	2,243	0	0	0	0	2,243	0	2,243

All Values are presented in Thousands (1 x 1000)

Radio-Communications County Microwave System (Links)

Function Area:
Justice Services

Strategic Plan Impact:

Request: R10001

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities
Invest in the Future

Project Description



RECOVERY RESPONSE PROJECT

To ensure continuance of operations during an emergency: Replace and upgrade existing, aging Microwave System Links between the Sheriff Office to Sonoma Mountain, and Sheriff Office to Mt. Jackson site locations. The Sonoma Mountain and Mt Jackson site locations are the two key loop protection microwave links that are originated from the Sheriff Office radio room. The equipment has exceeded its reliable life cycle. Subsequent years will continue additional replacements to avoid catastrophic outage. Links are to County-wide communications for Law, Fire, Emergency Medical, Parks, Roads, Sonoma County Water Agency, Animal Control, and Transit personnel. Public safety priority. Asset preservation priority.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	2,522
Project Total:	2,522
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Replacement avoids catastrophic failure of county wide communication systems.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund	360	191	0	0	0	0	0	0	0	551
Unfunded	0	0	531	360	360	360	360	1,971	0	1,971
TOTALS:	360	191	531	360	360	360	360	1,971	0	2,522

All Values are presented in Thousands (1 x 1000)

Fire Garage (Volunteer) - Two Rock

Function Area:
Development Services

Strategic Plan Impact:

Request: R130003

Department/Division:
Fire Emergency Services

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities

Project Description



RECOVERY RESPONSE PROJECT

To ensure continuance of operations during an emergency: Design and construct a new “Truck Garage” apparatus storage facility and associated sleeping quarters for support of volunteer fire departments. Other area responders are experiencing reduced capacity. Garage facility will be a 4 bay metal building with power outlets, minimal light fixtures, manual overhead doors, but no heat/air. Pumper truck will be re-filled from a pre-fab metal water tank located nearby. Project includes basic access compliance parking paving and a chemical toilet per code. The “No-Project” option leaves fire trucks scattered in area barns with current lengthy response times, and high fire insurance rates. If not constructed, volunteer firefighters must suit-up in their cars. The proposed project is consistent with the Safe, Healthy & Caring Community, Economic & Environmental Stewardship, and Civic Services & Engagement elements of the Strategic Plan Goals. High public safety consideration. The local citizens will benefit in reduced fire insurance premiums, if the identified fire station site is constructed within certain geographic ranges.

Project Cost by Phase	
Acquisition:	0
Design/PM:	331
Construction:	1,088
Furniture/Reloc:	0
Other:	0
Project Total:	1,419
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Improved emergency response time.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	0	412	1,007	0	1,419	0	1,419
TOTALS:	0	0	0	0	412	1,007	0	1,419	0	1,419

All Values are presented in Thousands (1 x 1000)

Radio-Network Monitoring System (NMS)

Function Area:
Justice Services

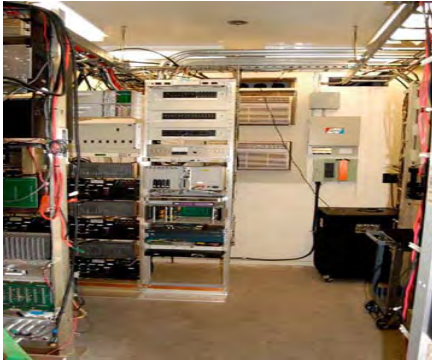
Strategic Plan Impact:

Request: R100003

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities

Project Description



RECOVERY RESPONSE PROJECT

To ensure continuance of operations during an emergency: Replace Network Monitoring System (NMS). The Network Monitoring System provides real time monitoring and alarm notification for failure of the radio equipment, and facility infrastructure. Asset preservation priority.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	345
Project Total:	345
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Replaces system for continued monitoring.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund	0	0	0	345	0	0	0	345	0	345
TOTALS:	0	0	0	345	0	0	0	345	0	345

All Values are presented in Thousands (1 x 1000)

Radio-700 MHz Trunked System

Function Area:
Justice Services

Strategic Plan Impact:

Request: R120048

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Invest in the Future

Project Description



RECOVERY RESPONSE PROJECT

To ensure continuance of operations during an emergency: Install new digital technology, primarily for non-safety public access. Pilot requires at least \$1M investment to refine future project costs. Project supports August 2009 Radio Needs Analysis Report.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	3,450
Project Total:	3,450
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Improves non-safety public access.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	2,450	500	500	0	0	3,450	0	3,450
TOTALS:	0	0	2,450	500	500	0	0	3,450	0	3,450

All Values are presented in Thousands (1 x 1000)

Sheriff-Russian River West County Public Safety Building

Function Area:
Justice Services

Strategic Plan Impact:

Request: R160014

Department/Division:
Sheriff

Board of Supervisors Focus Areas:

Project Description



RECOVERY RESPONSE PROJECT

To ensure continuance of operations during an emergency: Evaluate the need for a new public safety building for use by County Sheriff, in collaboration with Russian River Fire District. Two Sergeants, nineteen Deputy Sheriffs, and one Community Service officer rely on the outdated Guerneville Veterans Hall Substation to provide service to Russian River area, and sixty three miles of coastline to the west, including disaster response. The current facility lacks adequate space and security features. This project seeks to leverage facility improvement funds of the nearby two-engine-plus Russian River Fire District to develop a common public safety facility. Phase 1: Project scoping, concept and budget definition; Phase 2: Final design and construction.

Project Cost by Phase	
Acquisition:	0
Design/PM:	675
Construction:	3,888
Furniture/Reloc:	0
Other:	720
Project Total:	5,283
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Construction of new asset. Additional maintenance to be determined.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	468	4,815	0	0	0	5,283	0	5,283
TOTALS:	0	0	468	4,815	0	0	0	5,283	0	5,283

All Values are presented in Thousands (1 x 1000)

HOJ Elevator Life Extension Updates

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R120002

Department/Division:
General Services

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities

Project Description



PROGRAM: Update the Hall of Justice elevators to prevent failure, as recommended in the assessment report by Hesselberg, Keesee & Associates. North Elevator is now compliant. South Elevator was completed in summer 2017. Request is for Central Elevator. Costs are shared with the Courts (60%) and the County (40%).

Project Cost by Phase	
Acquisition:	0
Design/PM:	72
Construction:	637
Furniture/Reloc:	0
Other:	35
Project Total:	744
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	269
Maintenance:	240
Other:	0
OM Total:	509
Replacement Value:	180,757
RI Cost:	63,290
RI:	0.35

Service Impact:

Compliance with life safety requirements.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Courthouse Construction Fund	135	0	0	0	0	0	0	0	0	135
Judicial Fund	201	0	215	0	0	0	0	215	0	415
Unfunded	0	0	193	0	0	0	0	193	0	193
TOTALS:	336	0	408	0	0	0	0	408	0	744

All Values are presented in Thousands (1 x 1000)

MADF-Housing Safety and Security Requirements

Function Area:
Justice Services

Strategic Plan Impact:

Request: R160018

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Economic & Environmental Stewardship
Safe, Healthy & Caring Communities

Project Description



Construct improvements to the housing modules to allow better management of the inmate population and provide safety and security for inmates and staff. This includes replacement of wood doors with steel doors, new locks and controls, sub-dividing the housing modules, replacing porcelain sinks and toilets with stainless steel units, and similar improvements. Suicide prevention measures also a part of this include installing dayroom restroom and shower doors with viewports. This was a series of individual projects, but have been consolidated into a program, and the program has not received any funding. Work under previous funding has been completed to date in C Mod, F Mod, R Mod and Mental Health. Construction documents are ready to permit work in D Mod. Funding detailed for FY 2018-19 includes construction in D Mod, and design for 2 additional Mods to be ready for construction during FY 2019-20.

-R160024 MADF-Observation and Safety Cell Conversions - Project Total \$491,385

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,890
Construction:	8,862
Furniture/Reloc:	0
Other:	1,536
Project Total:	12,288
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	1,033
Maintenance:	1,169
Other:	0
OM Total:	2,202
Replacement Value:	317,091
RI Cost:	79,369
RI:	0.24

Service Impact:

Improves inmate management.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	475	0	2,096	2,221	2,355	2,496	2,646	11,813	0	12,288
TOTALS:	475	0	2,096	2,221	2,355	2,496	2,646	11,813	0	12,288

All Values are presented in Thousands (1 x 1000)

Detention-Electronic Security and Communications Improvements

Function Area:
Justice Services

Strategic Plan Impact:

Request: R150044

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities
Economic & Environmental Stewardship
Invest in the Future

Project Description



A consultant assessment study was completed in FY2014-15 analyzing the existing security and communications systems in the County Detention Facilities. The report provides recommendations for replacement and/or modernization of the existing equipment. Below are the items that have been prioritized over the next 2 years. Replacement Value and Replacement Index Cost summarizes the amounts for MADF Detention and MADF Addition, and Replacement Index is an average of the two.

Year 1: Main Adult Detention Facility: Replace the 24VDC Door Power System North County Detention Facility; Add Video Visitation System. Juvenile Justice Center: Replace Analog Cameras with Digital. Probation Camp: Provide Dedicated Telecom Rooms

Year 2: Main Adult Detention Facility: Replace Intercom/Paging System; Add Video Visitation System; Replace Analog Cameras with Digital. North County Detention Facility: Add Cameras to Dayrooms. Juvenile Justice Center: Provide Increased CCTV Storage; Add Video Visitation System. Probation Camp: Provide Horizontal Cabling Infrastructure

The County is legally required to have these systems in place. Current funding has paid for new fiber infrastructure at MADF and NCDF.

Project Cost by Phase	
Acquisition:	0
Design/PM:	2,854
Construction:	8,063
Furniture/Reloc:	0
Other:	1,663
Project Total:	12,580
Current Phase:	DESIGN

Operation and Maintenance Cost	
Utilities:	1,033
Maintenance:	1,169
Other:	0
OM Total:	2,202
Replacement Value:	317,091
RI Cost:	79,369
RI:	0.24

Service Impact:

Improved security and communications.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Criminal Justice Construction Fund	0	135	0	0	0	0	0	0	0	135
Unfunded	0	0	2,173	2,193	2,443	2,693	2,943	12,445	0	12,445
TOTALS:	0	135	2,173	2,193	2,443	2,693	2,943	12,445	0	12,580

All Values are presented in Thousands (1 x 1000)

County Accessibility Barrier Removal

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R090002

Department/Division:
Human Resources

Board of Supervisors Focus Areas:
Civic Services & Engagement

Project Description



PROGRAM: Remove and/or correct non-compliant building and site elements in accordance with updated County Self-Evaluation Transition Plan priorities.

Tenth year projects include: Cloverdale Veterans Building Path of Travel Phase II \$250,000; Fairgrounds Showcase Café Phase II \$160,000; Fairgrounds Administration Building Lobby and Toilet Rooms – Phase I \$35,000, and Phase II \$80,000; Main Adult Detention Facility Mod A and B – Phase I \$85,000, and Phase II \$300,000; Transportation & Public Works Signalized Intersections Phase 2 - \$165,000; Regional Parks (Parks to provide project list) - \$240,000; Facilities Development and Management Administrative Allocation - \$285,000. Totals \$1,600,000.

Project Cost by Phase	
Acquisition:	0
Design/PM:	2,817
Construction:	19,585
Furniture/Reloc:	0
Other:	2,087
Project Total:	24,489
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Asset preservation, accessible services, and Board of Supervisors mandate.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Securitization/Endowment A	3,364	0	0	0	0	0	0	0	0	3,364
General Fund	7,601	1,600	1,600	0	0	0	0	1,600	0	10,801
Courthouse Construction Fund	150	0	0	0	0	0	0	0	0	150
Unfunded	0	0	0	1,600	1,600	1,600	1,600	6,400	3,185	9,585
CDBG	590	0	0	0	0	0	0	0	0	590
TOTALS:	11,704	1,600	1,600	1,600	1,600	1,600	1,600	8,000	3,185	24,489

All Values are presented in Thousands (1 x 1000)

New State Courthouse: Coordination Support

Function Area:
Administrative and Fiscal Services

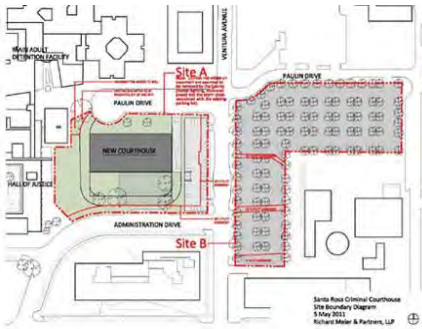
Strategic Plan Impact:

Request: R110028

Department/Division:
General Services

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities
Economic & Environmental Stewardship
Invest in the Future
Civic Services & Engagement

Project Description



Pending State budget approval, the new State Court House will begin construction in March 2019, requiring the County to fulfill obligations made through the Joint Occupancy Agreement with the Judicial Council of California, and the Administrative Office of the Courts. The County's obligations are to provide various site and utility improvements associated with cleanup of the abandoned Fleet parking lot, and various improvements to other curbs, walks, landscaping, and site lighting. The primary project includes the installation of a new storm water line across the Court's future parking lot, and connecting to the storm water system at Ventura Drive. The storm drain work is designed, and waiting for funding to begin construction. Construction is not expected to begin until the spring of 2018, after Fleet Operations has been relocated, and the rainy season has passed. The work is scheduled to take three months. The remainder of the coordination work will be scheduled in conjunction with the court house completion. High contractual, asset preservation and economic benefit priority.

Project Cost by Phase	
Acquisition:	0
Design/PM:	602
Construction:	2,135
Furniture/Reloc:	0
Other:	0
Project Total:	2,737
Current Phase:	CONST

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Net decrease as site maintenance transfers to State.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Courthouse Construction Fund	0	850	0	0	0	0	0	0	0	850
General Fund	50	75	0	0	0	0	0	0	0	125
Unfunded	0	0	1,762	0	0	0	0	1,762	0	1,762
TOTALS:	50	925	1,762	0	0	0	0	1,762	0	2,737

All Values are presented in Thousands (1 x 1000)

MADF-Inmate Transfer Connection to Courthouse

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R110032

Department/Division:
General Services

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities
Invest in the Future
Economic & Environmental Stewardship
Civic Services & Engagement

Project Description



Pending State budget approval, the design and construction of a secure inmate transfer connection between existing court holding in the Main Adult Detention Facility (MADF), and the new State Courthouse. A concept design study and cost estimate were previously funded.

The County is obligated to have the connection facility interface completed by February 2019, which is the beginning of construction for the courts facility structure. In order to meet this deadline, the project will be broken in to two phases. First phase will include completion of design, permitting, bidding, and construction of the underground portion of the connector. Construction will begin in September of 2018. Phase two will construct the tower and bridge components of the connector, and can be completed during the courts construction period. A secure connection constructed by the County avoids increased inmate transfer operational costs, and improves inmate and security staff safety.

Project Cost by Phase	
Acquisition:	0
Design/PM:	3,010
Construction:	9,892
Furniture/Reloc:	0
Other:	1,429
Project Total:	14,331
Current Phase:	DESIGN

Operation and Maintenance Cost	
Utilities:	1,033
Maintenance:	1,169
Other:	0
OM Total:	2,202
Replacement Value:	317,091
RI Cost:	79,369
RI:	0.24

Service Impact:

Net increase in facility M&O per increase in connection area. Significant Sheriff Office staff operational cost avoidance.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	4,642	0	0	0	0	4,642	0	4,642
General Fund	0	9,294	0	0	0	0	0	0	0	9,294
Criminal Justice Construction Fund	75	0	0	0	0	0	0	0	0	75
Courthouse Construction Fund	0	320	0	0	0	0	0	0	0	320
TOTALS:	75	9,614	4,642	0	0	0	0	4,642	0	14,331

All Values are presented in Thousands (1 x 1000)

County Hazardous Materials Abatement - All Buildings

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R010001

Department/Division:
General Services

Board of Supervisors Focus Areas:
Economic & Environmental Stewardship

Project Description



PROGRAM: Abate unforeseen hazardous materials discovered during construction of other projects, in which funding for abatement was not previously identified. Older County facilities have building components that may contain hazardous materials including asbestos (in spray-on acoustical ceilings, pipe insulation, floor tiles and joint compound); lead paint; and mold (near roof or plumbing leaks). Such material does not present health risks when safely managed, and should be removed prior to construction or remodeling per State and federal regulations. Positive identification is often not possible until demolition begins. This program fund allows General Services Department to address unforeseen hazardous materials abatement as needed at County-owned buildings. Asset preservation priority.

Project Cost by Phase	
Acquisition:	50
Design/PM:	763
Construction:	2,104
Furniture/Reloc:	0
Other:	0
Project Total:	2,917
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Funding from GS sources takes funding from deferred maintenance. Puts system at risk of failure.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund	1,592	0	14	10	10	10	10	54	0	1,646
Unfunded	0	0	472	200	200	200	200	1,272	0	1,272
TOTALS:	1,592	0	485	210	210	210	210	1,325	0	2,917

All Values are presented in Thousands (1 x 1000)

SHR-Seaview Tower Removal

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R180026

Department/Division:
General Services

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities
Economic & Environmental Stewardship

Project Description



Remove Seaview tower due to legal complications. County lease to operate the Seaview tower on land owned by Soper-Wheeler has expired. County needs to remove tower and County personal property located on the Seaview site. Project has been transferred to General Services Real Estate to resolve condition of lease.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	96
Furniture/Reloc:	0
Other:	0
Project Total:	96
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Legal requirement to remove tower.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	96	0	0	0	0	96	0	96
TOTALS:	0	0	96	0	0	0	0	96	0	96

All Values are presented in Thousands (1 x 1000)

GG-Facility Condition and Asset Preservation

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R160023

Department/Division:
General Services

Board of Supervisors Focus Areas:
Invest in the Future

Project Description



Preserve County-owned facility asset value. Repair and/or replace necessary building components and equipment identified in the 2014 Facility Condition Assessment. Total maintenance costs for buildings in the Facility Condition Assessment are \$665 million (which does not include Chanate). Cost estimates in the Facility Condition Assessment are construction only and include all maintenance costs on all facilities surveyed in the assessment. The Facility Condition Assessment identifies the most critical repairs needed in FY18-23 as costing over \$70 million. \$14 million in annual maintenance funding is requested in the five year plan to address only these most critical outstanding deferred maintenance needs.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	70,273
Furniture/Reloc:	0
Other:	0
Project Total:	70,273
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Reduction in cumulative repair costs through proactive efforts. Increased staff resources needed

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	14,055	14,055	14,055	14,055	14,055	70,273	0	70,273
TOTALS:	0	0	14,055	14,055	14,055	14,055	14,055	70,273	0	70,273

All Values are presented in Thousands (1 x 1000)

Veterans/Community Bldgs. Maintenance & Repairs Annual Costs

Function Area:

Administrative and Fiscal Services

Strategic Plan Impact:

Request: R100013

Department/Division:

General Services

Board of Supervisors Focus Areas:

Civic Services & Engagement

Economic & Environmental Stewardship

Project Description



PROGRAM: This project will address on-going maintenance and repairs. FY 2017 funds provided for: construction of Guerneville heating, ventilation and air-conditioning system upgrades, and Sonoma and Petaluma kitchens design only. FY 2018-19 funds will be required for the construction phase of the Sonoma and Petaluma projects as well as design fees for Cotati kitchen upgrade.

Replacement Values and Operation and Maintenance Costs are calculated from an average of all County Veterans buildings.

Project Cost by Phase	
Acquisition:	0
Design/PM:	318
Construction:	3,393
Furniture/Reloc:	0
Other:	0
Project Total:	3,711
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	25
Maintenance:	23,739
Other:	0
OM Total:	23,764
Replacement Value:	13,259
RI Cost:	9,623
RI:	0.71

Service Impact:

Asset preservation.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund	244	1,791	0	0	0	0	0	0	0	2,035
Unfunded	0	0	1,105	500	71	0	0	1,676	0	1,676
TOTALS:	244	1,791	1,105	500	71	0	0	1,676	0	3,711

All Values are presented in Thousands (1 x 1000)

MADF-Dayroom Cameras - Phase 2

Function Area:
Justice Services

Strategic Plan Impact:

Request: R090005

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Invest in the Future

Project Description



Install new pan-tilt-zoom cameras and recording system in housing modules. Increases in gang-affiliated and mental health inmates in the Main Adult Detention Facility, makes jail management more difficult and potentially hazardous. This project provides increased monitoring for safety of correctional officers, and maximum visibility with audio and recording capability to allow the Emergency Response Team to observe an incident before entering. Project was originally funded for \$321,000. Preliminary analysis is started from the Detention Electronic Security and Communications Assessment report, and the consultant is selected pending approval. First phase, which is budgeted for \$650,000, is to complete the Camera equipment, support system analysis, and implement design and installation for Digital Storage, Fiber Optic infrastructure, and Booking.

Project Cost by Phase	
Acquisition:	0
Design/PM:	468
Construction:	1,762
Furniture/Reloc:	0
Other:	0
Project Total:	2,230
Current Phase:	CONST

Operation and Maintenance Cost	
Utilities:	1,033
Maintenance:	1,169
Other:	0
OM Total:	2,202
Replacement Value:	317,091
RI Cost:	79,369
RI:	0.24

Service Impact:

Requires maintenance and support for new devices. Increased monitoring for safety of correctional officers.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund	191	0	0	0	0	0	0	0	0	191
Unfunded	0	0	502	347	371	396	423	2,039	0	2,039
TOTALS:	191	0	502	347	371	396	423	2,039	0	2,230

All Values are presented in Thousands (1 x 1000)

CMP-Boilers

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R120009

Department/Division:
General Services

Board of Supervisors Focus Areas:
Economic & Environmental Stewardship

Project Description



PROGRAM: In May of 2011 the Bay Area Air Quality Management District released compliance guidelines for existing equipment emissions standards. The three Cleaver Brooks boilers on the County campus were found to be deficient and in need of either retrofit or replacement. It was determined the cost effective option was to retrofit the existing boilers with new low Nitrogen Oxide emitting burners. Mandated deadlines were to have the first boiler retrofitted by January 2012 (we completed in 2015), the second by January 2013 (we completed in 2016), and the third by January 2014 (and is currently unfunded). This project is to retrofit the last of three existing Cleaver Brooks boilers with low nitrogen oxide emitting burners, thereby completing the requirements of the Bay Area Air Quality Management District's requirements. This funding would allow the retrofitting of the last boiler completing the burner replacement program. Staff requested to look for alternate funding, and no alternate funding was identified.

Project Cost by Phase	
Acquisition:	0
Design/PM:	89
Construction:	349
Furniture/Reloc:	0
Other:	72
Project Total:	510
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	254
Other:	0
OM Total:	254
Replacement Value:	70,874
RI Cost:	6,634
RI:	0.09

Service Impact:

No net impact. New burners reduce emissions but do not increase efficiency. The change out of a boiler burner requires about 3 weeks of downtime.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund	347	0	0	0	0	0	0	0	0	347
Unfunded	0	0	163	0	0	0	0	163	0	163
TOTALS:	347	0	163	0	0	0	0	163	0	510

All Values are presented in Thousands (1 x 1000)

DHS-Surveillance Cameras-Animal Services

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R180008

Department/Division:
Health Services

Board of Supervisors Focus Areas:

Project Description



Add two additional cameras in the kennel area, and two cameras outside the building. These additional cameras will provide for complete coverage of the kennels and the outside of the building.

Project Cost by Phase	
Acquisition:	0
Design/PM:	6
Construction:	38
Furniture/Reloc:	0
Other:	0
Project Total:	44
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	107
Maintenance:	61
Other:	0
OM Total:	167
Replacement Value:	15,605
RI Cost:	4,636
RI:	0.30

Service Impact:

Increased security.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	44	0	0	0	0	44	0	44
TOTALS:	0	0	44	0	0	0	0	44	0	44

All Values are presented in Thousands (1 x 1000)

Library-Guerneville North & East Side Rot Repair

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R120010

Department/Division: Board of Supervisors Focus Areas:
General Services

Project Description



Repair rot on the north and east walls of the Guerneville Library. Extent has yet to be fully determined. Phase I will determine the extent of the damage, if active mold growth is present, and needed outline repairs. Phase II will remediate the problems and make repairs. This project would extend the life of building, and help avoid premature deterioration. Asset preservation priority.

County owns the Guerneville Library building, and the Library leases the building from the County. Library has previously indicated that building maintenance is outside the terms of the lease.

Project Cost by Phase	
Acquisition:	0
Design/PM:	63
Construction:	194
Furniture/Reloc:	0
Other:	0
Project Total:	257
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	7
Other:	0
OM Total:	7
Replacement Value:	2,445
RI Cost:	725
RI:	0.30

Service Impact:

Asset preservation.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	77	180	0	0	0	257	0	257
TOTALS:	0	0	77	180	0	0	0	257	0	257

All Values are presented in Thousands (1 x 1000)

DHS-Lobby Enlargement/Security Enhancement-Animal Services

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R180012

Department/Division:
Health Services

Board of Supervisors Focus Areas:

Project Description



Expand lobby to enhance security and safety for staff, volunteers and public. This includes adding second entrance and restricting public access to staff/volunteer work areas. This project aligns with the County strategic plan by providing for more efficient delivery of services and enhancing facility safety.

Project Cost by Phase	
Acquisition:	0
Design/PM:	88
Construction:	130
Furniture/Reloc:	0
Other:	0
Project Total:	218
Current Phase:	DESIGN

Operation and Maintenance Cost	
Utilities:	107
Maintenance:	24
Other:	0
OM Total:	131
Replacement Value:	15,605
RI Cost:	4,636
RI:	0.30

Service Impact:

Increases staff and public safety & security.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund	0	0	104	114	0	0	0	218	0	218
TOTALS:	0	0	104	114	0	0	0	218	0	218

All Values are presented in Thousands (1 x 1000)

MADF-Observation and Safety Cell Conversions

Function Area:
Justice Services

Strategic Plan Impact:

Request: R160024

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities
Invest in the Future

Project Description



PROGRAM: Inmates with mental illness and substance abuse problems routinely need close observation during some part of their incarceration. While our population of mentally ill and addicted inmates has increased significantly since the MADF was opened, we have only been able to convert three regular cells into observation cells, and have not converted any cells into safety cells. We are responsible for the safety and welfare of the individuals housed in the detention facilities. Not having more safety and observation cells makes this more difficult. We intend to convert 2 cells to observation cells, and 2 cells to safety cells focusing on Mods R, I, MH and Booking.

Project Cost by Phase	
Acquisition:	0
Design/PM:	161
Construction:	333
Furniture/Reloc:	0
Other:	50
Project Total:	544
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	1,033
Maintenance:	1,169
Other:	0
OM Total:	2,202
Replacement Value:	317,091
RI Cost:	79,369
RI:	0.24

Service Impact:

No net impact.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	544	0	0	0	0	544	0	544
TOTALS:	0	0	544	0	0	0	0	544	0	544

All Values are presented in Thousands (1 x 1000)

Fire Garage (Volunteer) - San Antonio

Function Area:
Development Services

Strategic Plan Impact:

Request: R130005

Department/Division:
Fire Emergency Services

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities

Project Description



Design and construct a new “Truck Garage” apparatus storage facility for support of volunteer fire departments. It is a 3-4 bay metal building with power outlets, minimal light fixtures, manual overhead doors, but no heat/air. Pumper truck will be re-filled from a pre-fab metal water tank located nearby. Project includes basic access compliance parking paving and a chemical toilet per code. The “No-Project” option leaves fire trucks scattered in area barns with lengthy response times, and high fire insurance rates. If not constructed, volunteer firefighters must suit-up in their cars. The proposed project is consistent with the Safe, Healthy & Caring Community, Economic & Environmental Stewardship, and Civic Services & Engagement elements of the Strategic Plan Goals. High public safety consideration. The local citizens will benefit in reduced fire insurance premiums, if the identified fire station site is constructed within certain geographic ranges.

Project Cost by Phase	
Acquisition:	0
Design/PM:	265
Construction:	928
Furniture/Reloc:	0
Other:	0
Project Total:	1,193
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Improved emergency response time.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	309	884	0	0	1,193	0	1,193
TOTALS:	0	0	0	309	884	0	0	1,193	0	1,193

All Values are presented in Thousands (1 x 1000)

DHS-Storage Warehouse Building-Animal Services

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R180016

Department/Division:
Health Services

Board of Supervisors Focus Areas:

Project Description



Animal Services requires a 30'x30' storage building with adequate lighting and shelving. Currently, the existing facility does not provide for adequate storage of supplies.

Project Cost by Phase	
Acquisition:	15
Design/PM:	15
Construction:	6
Furniture/Reloc:	49
Other:	15
Project Total:	102
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

New asset.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
UNFUNDED	0	0	102	0	0	0	0	102	0	102
TOTALS:	0	0	102	0	0	0	0	102	0	102

All Values are presented in Thousands (1 x 1000)

CC-County Counsel Consolidation

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R180001

Department/Division: Board of Supervisors Focus Areas:
County Counsel

Project Description



Staff are unable to quickly access back of building. Reception area in need of security update for this high risk organization. A proxy reader would let them enter quickly without searching for a key. Also, there is no motion-activated light outside the door. Sink is not access compliant. There isn't a garbage disposal, and when dishes are washed, food and bacteria accumulate, plugging up the sink frequently.

1. Reconfigure Receptionist area for safety.
2. Add proxy reader to back door of Room 105 for safety.
3. Add access compliant sink and garbage disposal to Room 105 for health.
4. Consolidate County Counsel into one office.

Project Cost by Phase	
Acquisition:	0
Design/PM:	10
Construction:	57
Furniture/Reloc:	0
Other:	0
Project Total:	67
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	99
Maintenance:	115
Other:	0
OM Total:	214
Replacement Value:	47,807
RI Cost:	25,799
RI:	0.54

Service Impact:

Improved and safer working conditions.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund	0	0	26	41	0	0	0	67	0	67
TOTALS:	0	0	26	41	0	0	0	67	0	67

All Values are presented in Thousands (1 x 1000)

ISD-Reconfigurations

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R190001

Department/Division: Board of Supervisors Focus Areas:
Information Systems

Project Description



Remove non-bearing walls between offices to create 4 large work group spaces, 1 small conference space, and to open up space for related service delivery teams.

Current support teams are situated in multiple office spaces. The current conditions have required placing multiple people in an office not built for purposes, and breaking teams up. Collaboration and general team work has become less efficient. This plan will create 4 large work areas configured to co-locate team members in the same space, and allow for the inclusion of shared work bench area, increasing collaboration and efficiency. Removal of walls will also allow for further consolidation of spaces

Project Cost by Phase	
Acquisition:	0
Design/PM:	450
Construction:	50
Furniture/Reloc:	0
Other:	0
Project Total:	500
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	295
Maintenance:	60
Other:	0
OM Total:	355
Replacement Value:	25,158
RI Cost:	12,283
RI:	0.64

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	500	0	0	0	0	500	0	500
TOTALS:	0	0	500	0	0	0	0	500	0	500

All Values are presented in Thousands (1 x 1000)

MADF-Central Control Remodel

Function Area:
Justice Services

Strategic Plan Impact:

Request: R150011

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Economic & Environmental Stewardship

Project Description



PROGRAM: Remodel Central Control, and add an additional touch screen and Closed Circuit monitor to allow a third Central Control Deputy to operate the systems. The Central Control Deputies at the Main Adult Detention Facility are responsible for monitoring and operating the security systems at both the Main Adult Detention Facility and North County Detention Facility. The workload has made it necessary to add a third workstation in Central, to allow an additional Deputy to work there during emergencies. Remodel is necessary to meet additional monitor/control/safety systems resulting from construction of the 32,000 square foot Adult Behavioral Health Detention housing modules.

Project Cost by Phase	
Acquisition:	0
Design/PM:	6
Construction:	284
Furniture/Reloc:	0
Other:	0
Project Total:	290
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	1,033
Maintenance:	1,169
Other:	0
OM Total:	2,202
Replacement Value:	317,091
RI Cost:	79,369
RI:	0.24

Service Impact:

Improve functionality.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund	0	25	0	0	0	0	0	0	0	25
Unfunded	0	0	265	0	0	0	0	265	0	265
TOTALS:	0	25	265	0	0	0	0	265	0	290

All Values are presented in Thousands (1 x 1000)

MADF-Reinforce/Upgrade Lobby Doors

Function Area:
Justice Services

Strategic Plan Impact:

Request: R140152

Department/Division:
Sheriff

Board of Supervisors Focus Areas:

Project Description



The Main Adult Detention Facility lobby doors were designed and constructed to be open, and the lobby to be accessible to the public 24 hours a day. During the recent demonstrations we discovered the doors were not "secure" even though they can be locked. The protest incident was our first experience with destructive protesters, and we need to plan for the possibility of others in the future. Replace Main Adult Detention Facility lobby doors with something more substantial and an overhead coiling security screen that can cover the entire front glass. Both of these will be tied to Central Control and they lobby desk so they can be controlled remotely.

Project Cost by Phase	
Acquisition:	0
Design/PM:	15
Construction:	107
Furniture/Reloc:	0
Other:	12
Project Total:	134
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	1,033
Maintenance:	1,169
Other:	0
OM Total:	2,202
Replacement Value:	317,091
RI Cost:	79,369
RI:	0.24

Service Impact:

Increased security at entrance.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	134	0	0	0	0	134	0	134
TOTALS:	0	0	134	0	0	0	0	134	0	134

All Values are presented in Thousands (1 x 1000)

TPW-Santa Rosa Road Yard Emergency Generator

Function Area:
Development Services

Strategic Plan Impact:

Request: R150084

Department/Division:
TPW

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities

Project Description



Install new generator to power Department Operations Center (D.O.C.) for emergencies. Santa Rosa Road Yard is a critical operations center during storms and for local emergencies. This generator will allow computers and phone systems to continue to operate in the case of a power outage. Addresses National and State preparedness goals. Funding would complete installation of generator and transfer switch to bring system on-line. TPW is also investigating departmental funding for some or all of this request.

Project Cost by Phase	
Acquisition:	0
Design/PM:	47
Construction:	200
Furniture/Reloc:	0
Other:	53
Project Total:	300
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Minimal increase in operating costs during emergencies, recoverable for qualifying events.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund	150	0	0	0	0	0	0	0	0	150
Unfunded	0	0	150	0	0	0	0	150	0	150
TOTALS:	150	0	150	0	0	0	0	150	0	300

All Values are presented in Thousands (1 x 1000)

ISD-2300 Professional Reconfiguration

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R150163

Department/Division:
Information Systems

Board of Supervisors Focus Areas:
Invest in the Future

Project Description



Design and construct interior space at 2300 Professional Drive, to create a county-wide staff Information Systems Training Facility. Facility to include separation of training, multi-use, and 2 conference rooms from access to secure Information Systems Department offices. Reconfigure and expand existing bathrooms for county-wide staff use, and create open office area for 12-14 Information Systems Department staff.

Project Cost by Phase	
Acquisition:	0
Design/PM:	194
Construction:	1,053
Furniture/Reloc:	20
Other:	127
Project Total:	1,393
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	32
Maintenance:	26
Other:	0
OM Total:	58
Replacement Value:	13,564
RI Cost:	8,022
RI:	0.59

Service Impact:

Training will occur at centralized location.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	194	1,199	0	0	0	1,393	0	1,393
TOTALS:	0	0	194	1,199	0	0	0	1,393	0	1,393

All Values are presented in Thousands (1 x 1000)

Probation Camp-Office Expansion

Function Area:
Justice Services

Strategic Plan Impact:

Request: R160210

Department/Division:
Probation

Board of Supervisors Focus Areas:

Project Description



Probation Camp to explore the possibility of expansion of existing in order to create a more productive work space for staff. We would like to push out to the front of the building by 12' width and 20' length, and add space for staff lockers, a mini kitchen area with a medium sized refrigerator, and private meeting space. We want two computer stations, mirrored glass to see out in the front, and relocate the current front door 12'. The windows need to be shatter resistant, since close to basketball court.

Project Cost by Phase	
Acquisition:	0
Design/PM:	94
Construction:	288
Furniture/Reloc:	36
Other:	42
Project Total:	459
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	44
Other:	0
OM Total:	44
Replacement Value:	2,053
RI Cost:	1,148
RI:	0.56

Service Impact:

Improved working conditions.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	459	0	0	0	0	459	0	459
TOTALS:	0	0	459	0	0	0	0	459	0	459

All Values are presented in Thousands (1 x 1000)

Fair-Grace Pavilion Roofing Replacement

Function Area:
Other County Services

Strategic Plan Impact:

Request: R160005

Department/Division:
Fairgrounds

Board of Supervisors Focus Areas:
Invest in the Future

Project Description



Replace roofing on Grace Pavilion at Fairgrounds. Potential dry rot from leaking is a concern. Replace 40,500 square/foot roof with spray-on painted foam, and repair any dry rot. Current roofing is 24 years old and in poor condition. Building rental and ancillary revenues are approximately \$750,000 per year. Grace Pavilion is the highest revenue-generating building, and the largest exhibit hall at the Fairgrounds. It is vital to the economic health of the County. Not only will this roof extend the life of the building, but it will also be more attractive to the one million annual visitors and commuters who pass by it daily. Fairgrounds has offered \$150k toward project. Asset preservation priority.

Project Cost by Phase	
Acquisition:	0
Design/PM:	68
Construction:	359
Furniture/Reloc:	0
Other:	44
Project Total:	471
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Asset preservation.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	321	0	0	0	0	321	0	321
Fairgrounds Funding	0	0	150	0	0	0	0	150	0	150
TOTALS:	0	0	471	0	0	0	0	471	0	471

All Values are presented in Thousands (1 x 1000)

Fair-Hall of Flowers Roofing Replacement

Function Area:
Other County Services

Strategic Plan Impact:

Request: R160004

Department/Division:
Fairgrounds

Board of Supervisors Focus Areas:
Invest in the Future

Project Description



Replace 27,000 square/foot roof on Hall of Flowers at Fairgrounds. Replace with painted foam and repair any dry rot. Roofing is 14 years old and leaks. Hall of Flowers is the 2nd largest Fair exhibit building. It houses a "niche attraction" during the annual Fair, generates year-round revenue, and is a county-wide resource for emergency response. In addition to extending the building life, the new roof will add to the aesthetics of the grounds. The Fairgrounds has budgeted \$150k to support this work. Asset preservation priority.

Project Cost by Phase	
Acquisition:	0
Design/PM:	68
Construction:	188
Furniture/Reloc:	0
Other:	28
Project Total:	283
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Asset preservation.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	119	0	0	0	0	119	0	119
Fairgrounds Funding	0	0	164	0	0	0	0	164	0	164
TOTALS:	0	0	283	0	0	0	0	283	0	283

All Values are presented in Thousands (1 x 1000)

Library-Guerneville Renovation

Function Area:
Other County Services

Strategic Plan Impact:

Request: R130007

Department/Division:
Library

Board of Supervisors Focus Areas:
Civic Services & Engagement

Project Description



Renovate facility to include a new Teen Room, spaces for local history, the “Friends” and an enlarged meeting room. The Entry is to be reoriented, and the Service Desk to embrace modern library service concepts with improved access and functionality. This 26 year old facility needs energy efficiency, technology, seismic safety, and access compliance upgrades. Old, inefficient lighting was designed for a different layout. Aspects of the public interior are not yet fully accessible. A “No-Project” option leaves functional, seismic, and accessibility issues unresolved. Phasing is possible, but costs would increase. The proposed project invests in a key community asset. A Library Facilities Master Plan was completed in April 2017. This Plan describes facility needs in more detail.

Project Cost by Phase	
Acquisition:	0
Design/PM:	584
Construction:	2,169
Furniture/Reloc:	264
Other:	268
Project Total:	3,285
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	7
Other:	0
OM Total:	7
Replacement Value:	2,445
RI Cost:	725
RI:	0.30

Service Impact:

Seismic, accessibility and new code issues will be resolved.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	0	624	1,030	830	2,485	0	2,485
Library sales tax	0	0	0	0	0	300	500	800	0	800
TOTALS:	0	0	0	0	624	1,330	1,330	3,285	0	3,285

All Values are presented in Thousands (1 x 1000)

ISD-Reprographics Space Repurpose

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R180017

Department/Division: Board of Supervisors Focus Areas:
Information Systems

Project Description



Remodel the space at 455 Fiscal Drive to create an office and warehouse space. This plan will bring the second Information Systems Department warehouse space in close proximity to the Paulin Drive warehouse for efficiencies. Will also create needed office space for Information Systems Department staff space needs. This project is to accommodate ongoing operations. Information Systems Department is in the planning stage to re-purpose the Reprographics space within close proximity to our 2615 Paulin Operations and emerging imaging program requirements. Information Systems is in the assessment phase in determining the best use to repurpose the Reprographics space to meet Department need for additional warehouse and office space, and to meet current staffing and inventory needs.

Project Cost by Phase	
Acquisition:	0
Design/PM:	73
Construction:	437
Furniture/Reloc:	35
Other:	50
Project Total:	595
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	77
Maintenance:	45
Other:	0
OM Total:	123
Replacement Value:	37,481
RI Cost:	18,557
RI:	0.50

Service Impact:

Workplace efficiency and meet staffing space needs.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	595	0	0	0	0	595	0	595
TOTALS:	0	0	595	0	0	0	0	595	0	595

All Values are presented in Thousands (1 x 1000)

HSD-Neighborhood Placed Service

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R160056

Department/Division:
Human Services

Board of Supervisors Focus Areas:
Economic & Environmental Stewardship
Civic Services & Engagement

Project Description



In order to improve customer service to our neighbors outside of Santa Rosa, satellite work spaces are to be created for Human Services. The 500 square/foot work space in Petaluma has been completed, but creating space in Cloverdale and Sonoma will no longer be pursued. A potential space for Rohnert Park is expected to be 850 to 1,500 square/feet. Most of the construction costs will be rolled into the lease for leased properties, but no other outside funding sources have been identified. Capital funding will be required for work beyond potential landlord allowances, as well as furniture, fixtures, equipment, contract oversight, moving and move management.

Project Cost by Phase	
Acquisition:	0
Design/PM:	379
Construction:	1,575
Furniture/Reloc:	683
Other:	330
Project Total:	2,967
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Improved service delivery.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	917	850	650	550	0	2,967	0	2,967
TOTALS:	0	0	917	850	650	550	0	2,967	0	2,967

All Values are presented in Thousands (1 x 1000)

NCDF-Lobby/Intake Ergonomic Upgrades

Function Area:
Justice Services

Strategic Plan Impact:

Request: R180020

Department/Division:
Sheriff

Board of Supervisors Focus Areas:

Project Description



Design and construct remodel for enhanced ergonomics and accessibility for North County Detention Facility Lobby. This area also contains inmate records, inmate valuables and cash.

Project Cost by Phase	
Acquisition:	0
Design/PM:	123
Construction:	403
Furniture/Reloc:	58
Other:	58
Project Total:	642
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	467
Maintenance:	169
Other:	0
OM Total:	636
Replacement Value:	16,844
RI Cost:	25,498
RI:	1.51

Service Impact:

Improved space for staff and public.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	642	0	0	0	0	642	0	642
TOTALS:	0	0	642	0	0	0	0	642	0	642

All Values are presented in Thousands (1 x 1000)

LG-Master Planning

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R170027

Department/Division: General Services
Board of Supervisors Focus Areas: Invest in the Future
Civic Services & Engagement

Project Description



Evaluate the Los Guilicos campus to determine highest and best use of existing facilities. Improve County sites by demolishing buildings that are no longer functional, remove hazardous materials, and clear sites to be available for future development. Continuation of previous strategic evaluations relative to County facility needs and disposition of developable lands. Will include study of existing water system.

Replacement Values and Operation and Maintenance Costs are calculated from a summary of values from these buildings included in VFA Assessment Report: Facilities Operation Office, Firing Range, Maintenance Building, 1976 Valley of the Moon Children’s Home, and Woodshop. It does not include the Juvenile Justice Center, or the 2005 Valley of the Moon Children’s home. VFA did not assess the older dorm buildings or classrooms. Replacement Index (RI) value is an average of the buildings included.

Project Cost by Phase	
Acquisition:	0
Design/PM:	313
Construction:	0
Furniture/Reloc:	0
Other:	22
Project Total:	335
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	20
Other:	0
OM Total:	20
Replacement Value:	15,439
RI Cost:	8,146
RI:	0.49

Service Impact:
Asset assessment and strategic planning.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	335	0	0	0	335	0	335
TOTALS:	0	0	0	335	0	0	0	335	0	335

All Values are presented in Thousands (1 x 1000)

DHS-Staff Only Driveway-Animal Services

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R180009

Department/Division: Board of Supervisors Focus Areas:
Health Services

Project Description



Provide a new 50' driveway and gate for staff use off Century Court. Currently there is only one staff-public driveway. A new driveway will improve public safety by separating the service vehicles from pedestrian traffic. Also adds emergency egress from the property. Assumes Encroachment Permit, camera, gate operator with pole-mounted card-reader outside, loop inside.

Project Cost by Phase	
Acquisition:	0
Design/PM:	43
Construction:	54
Furniture/Reloc:	0
Other:	13
Project Total:	110
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	107
Maintenance:	0
Other:	0
OM Total:	107
Replacement Value:	629
RI Cost:	624
RI:	0.99

Service Impact:

Increased public safety.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	110	0	0	0	0	110	0	110
TOTALS:	0	0	110	0	0	0	0	110	0	110

All Values are presented in Thousands (1 x 1000)

CRA-Consolidation Project

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R130008

Department/Division:
CRA

Board of Supervisors Focus Areas:
Economic & Environmental Stewardship

Project Description



Consolidate Clerk Recorder Assessor. Evaluate options, prepare space designs and move management plan, and implement preferred solution. Clerk Recorder Assessor seeks a single, on (or near) County Campus location from which to provide all services, including Registrar of Voters. Sufficient funds were not available for the previously-planned full Clerk Recorder Assessor- Registrar of Voters consolidation. Aligns with 2001 Board-approved department consolidation objective. To be coordinated with County Government Center Facility Planning project R150038. Cost estimates are preliminary and will be updated as space solution is further defined. Alleviates constraints to effective public service.

Project Cost by Phase	
Acquisition:	0
Design/PM:	327
Construction:	3,528
Furniture/Reloc:	166
Other:	606
Project Total:	4,627
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	69
Maintenance:	50
Other:	0
OM Total:	118
Replacement Value:	45,108
RI Cost:	15,950
RI:	0.35

Service Impact:

Allows C.R.A. to reduce management-administration needs.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Recorder Modernization	4	0	558	3,081	158	0	0	3,796	0	3,800
Unfunded	0	0	0	827	0	0	0	827	0	827
TOTALS:	4	0	558	3,908	158	0	0	4,623	0	4,627

All Values are presented in Thousands (1 x 1000)

CRA-ROV Reconfiguration

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R170001

Department/Division: CRA
Board of Supervisors Focus Areas: Invest in the Future

Project Description



Reconfigure the current Registrar of Voters (ROV) space to meet anticipated increased demand for service, security, and secure storage space. Due to recent and anticipated changes to California law, Registrar of Voters must maximize efficient use of space to meet production storage and customer service demands. The building is inflexible and inhibits Registrar of Voter's ability to adapt.

Project Cost by Phase	
Acquisition:	0
Design/PM:	94
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	94
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	77
Maintenance:	45
Other:	0
OM Total:	123
Replacement Value:	37,481
RI Cost:	18,557
RI:	0.50

Service Impact:

Improve working environment and service delivery.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	94	0	0	0	0	94	0	94
TOTALS:	0	0	94	0	0	0	0	94	0	94

All Values are presented in Thousands (1 x 1000)

ISD-Data Center Power Improvements

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R150008

Department/Division:
Information Systems

Board of Supervisors Focus Areas:
Invest in the Future

Project Description



The Information Systems Department Data Center needs more power and redundancy, as determined by a 2010 report by the California Data Center Design Group. The photovoltaic component of this project has its own request number - R120051. The generator component is now R180018. The remaining scope of this project request is: 1). A second PG&E source is desired. 2). The power distribution in the server room is currently under the raised floor. ISD is concerned that chilled water lines also under the raised floor could leak and take out the power. This request would also re-locate the power above head height within the server room, and drop down to the equipment racks.

An accurate estimate for dual PG&E power feeds for the building is not possible without a conceptual design/estimate by an electrical engineer. Funding for a study is required to further access this request and adjust the cost estimate.

Project Cost by Phase	
Acquisition:	0
Design/PM:	35
Construction:	554
Furniture/Reloc:	0
Other:	51
Project Total:	640
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	295
Maintenance:	60
Other:	0
OM Total:	355
Replacement Value:	25,158
RI Cost:	12,283
RI:	0.49

Service Impact:

Increases power redundancy and County emergency resilience.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	40	600	0	0	0	640	0	640
TOTALS:	0	0	40	600	0	0	0	640	0	640

All Values are presented in Thousands (1 x 1000)

HSD-Security Cameras in Various HSD Locations

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R180003

Department/Division:
Human Services

Board of Supervisors Focus Areas:

Project Description



Install security cameras in and around various Human Services Department locations. Provide security to employees. Some locations are isolated, and some parking areas are concealed.

Project Cost by Phase	
Acquisition:	0
Design/PM:	11
Construction:	102
Furniture/Reloc:	0
Other:	0
Project Total:	113
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Increased security.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund	0	0	43	36	34	0	0	113	0	113
Division Funds	0	0	0	0	0	0	0	0	0	0
TOTALS:	0	0	43	36	34	0	0	113	0	113

All Values are presented in Thousands (1 x 1000)

ISD-Com-Cell Phone Booster

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R150009

Department/Division:
Information Systems

Board of Supervisors Focus Areas:
None

Project Description



Cellphone booster system for all County facilities, at County Administration Center where cell reception is poor. Booster systems can provide coverage for large buildings suffering from weak and unreliable signals, and can support multiple networks. Information Systems Department does not have funding in current infrastructure budget. A need for better cell coverage has been requested by many Departments, as more staff are using mobile devices, and the coverage inside County buildings is inadequate.

Project Cost by Phase	
Acquisition:	0
Design/PM:	35
Construction:	330
Furniture/Reloc:	0
Other:	35
Project Total:	400
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Improves cell phone reception on County Campus.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	400	0	0	0	0	400	0	400
TOTALS:	0	0	400	0	0	0	0	400	0	400

All Values are presented in Thousands (1 x 1000)

HSD-Employment & Training Resource Room Reconfiguration

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R180004

Department/Division:
Human Services

Board of Supervisors Focus Areas:
Economic & Environmental Stewardship

Project Description



Reconfigure the Job Links resource and computer area to better facilitate services to our clients. Current space has unused areas and doesn't provide for full visibility or full use of all space.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	0
Furniture/Reloc:	42
Other:	0
Project Total:	42
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Improved functionality.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	42	0	0	0	42	0	42
TOTALS:	0	0	0	42	0	0	0	42	0	42

All Values are presented in Thousands (1 x 1000)

HSD-FY&C Storage Room Reconfiguration

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R180021

Department/Division:
Human Services

Board of Supervisors Focus Areas:

Project Description



Convert the file storage room into functional and needed work space. Paper files are being scanned and stored electronically, freeing up space to add workstations for staff currently sharing workstation space. This provides a measurable economic benefit by not paying for file storage and utilizing existing space to accommodate staff.

Project Cost by Phase	
Acquisition:	0
Design/PM:	10
Construction:	86
Furniture/Reloc:	0
Other:	0
Project Total:	96
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	96	0	0	0	0	96	0	96
TOTALS:	0	0	96	0	0	0	0	96	0	96

All Values are presented in Thousands (1 x 1000)

2018-2023 Capital Improvement Plan

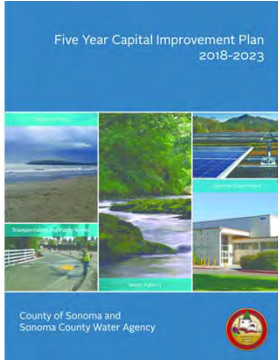
Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R180027

Department/Division: Board of Supervisors Focus Areas:
General Services

Project Description



Capital Improvement Plan required by County code to identify long term capital improvement program including project priorities, costs and methods of financing. Staff resources devoted to the creation of the Capital Improvement Plan should be fully cost recoverable. Currently Capital Improvement Plan preparation costs are paid by General Services' Operating Budget. Project for FY 2018-19 will include Socrata implementation.

Project Cost by Phase	
Acquisition:	0
Design/PM:	350
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	350
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Project mandated by government code.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund	150	100	100	0	0	0	0	100	0	350
TOTALS:	150	100	100	0	0	0	0	100	0	350

All Values are presented in Thousands (1 x 1000)



FACILITY DESCRIPTIONS & ASSET LIST

County Administration Center

Facility Description

Site and Location

The County Administration Center is an 83-acre site located in Santa Rosa adjacent to Highway 101 between Bicentennial Way on the north, Mendocino Avenue on the east and Steele Lane on the south. The site is roughly flat with Paulin Creek running along the south edge. The surrounding neighborhood includes residential and commercial areas. Also included with this facility are the La Plaza buildings just south of the main campus area, on County Center Drive. See “County Center Campus Map.”

Improvements:

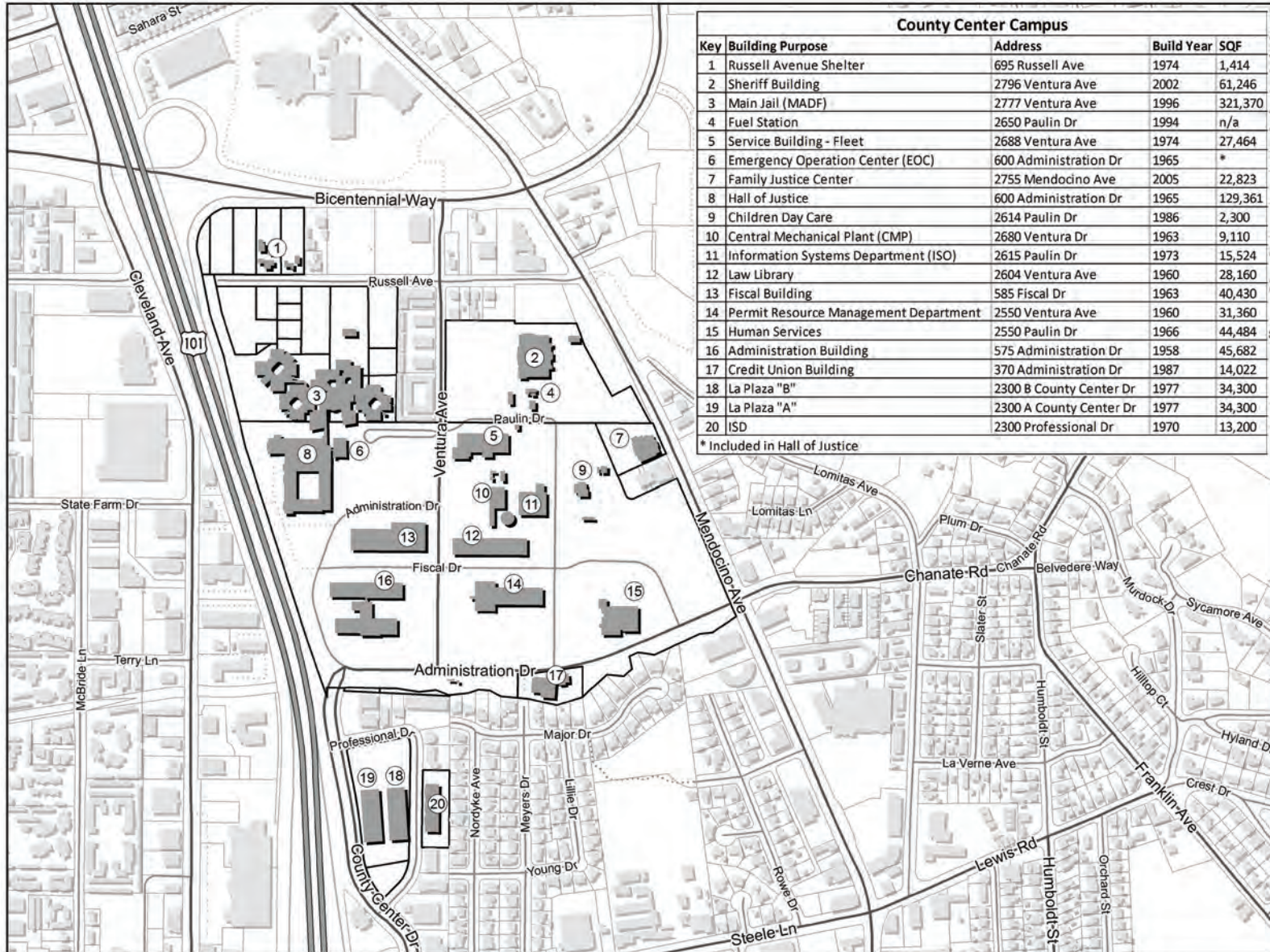
The existing site is broadly developed, but not intensively so. Many of the buildings are single story. Much of the area is devoted to surface parking lots, and there are large vacant areas adjacent to Mendocino and Russell Avenues. There are 17 buildings with over 580,000 square feet (not including the Main Adult Detention Facility – see “Adult Detention Facilities”) constructed between 1958 (Administration Building) and 2002 (Sheriff’s Building). The Center is served by a Central Mechanical Plant for space heating and air conditioning, a new 1.4 megawatt Fuel Cell power supply, and a high voltage (12 KV) power distribution system (except for the La Plaza, 2300 Professional Drive, 370 Administration Drive, and 2755 Mendocino Avenue buildings). The new Fleet building was completed at the end of 2016.

Use:

The County Administration Center is the main seat of County government and is used for major functions including

Administration, Fiscal Services, Justice, Human Services, Development Services, Information Systems, Transportation and Public Works and General Services. The buildings are primarily used for general office and administrative use and include courtrooms, hearing rooms and various support functions. These are in addition to detention functions located in the northwest quadrant of the County Administration Center, described below.

County Administration Center



Airport Complex

Facility Description

Site and Location:

The Airport Complex is the area at the west end Airport Boulevard. Facilities owned by the County include the North County Detention Facility, Sonoma County Employees' Retirement Association, Charles M. Schultz - Sonoma County Airport, Sonoma County Water Agency, Animal Shelter, Heavy Equipment, Weights and Measures, and the Sheriff's Helicopter Hanger. Additionally the County leases facility spaces for Human Services and the University of California Cooperative Extension.

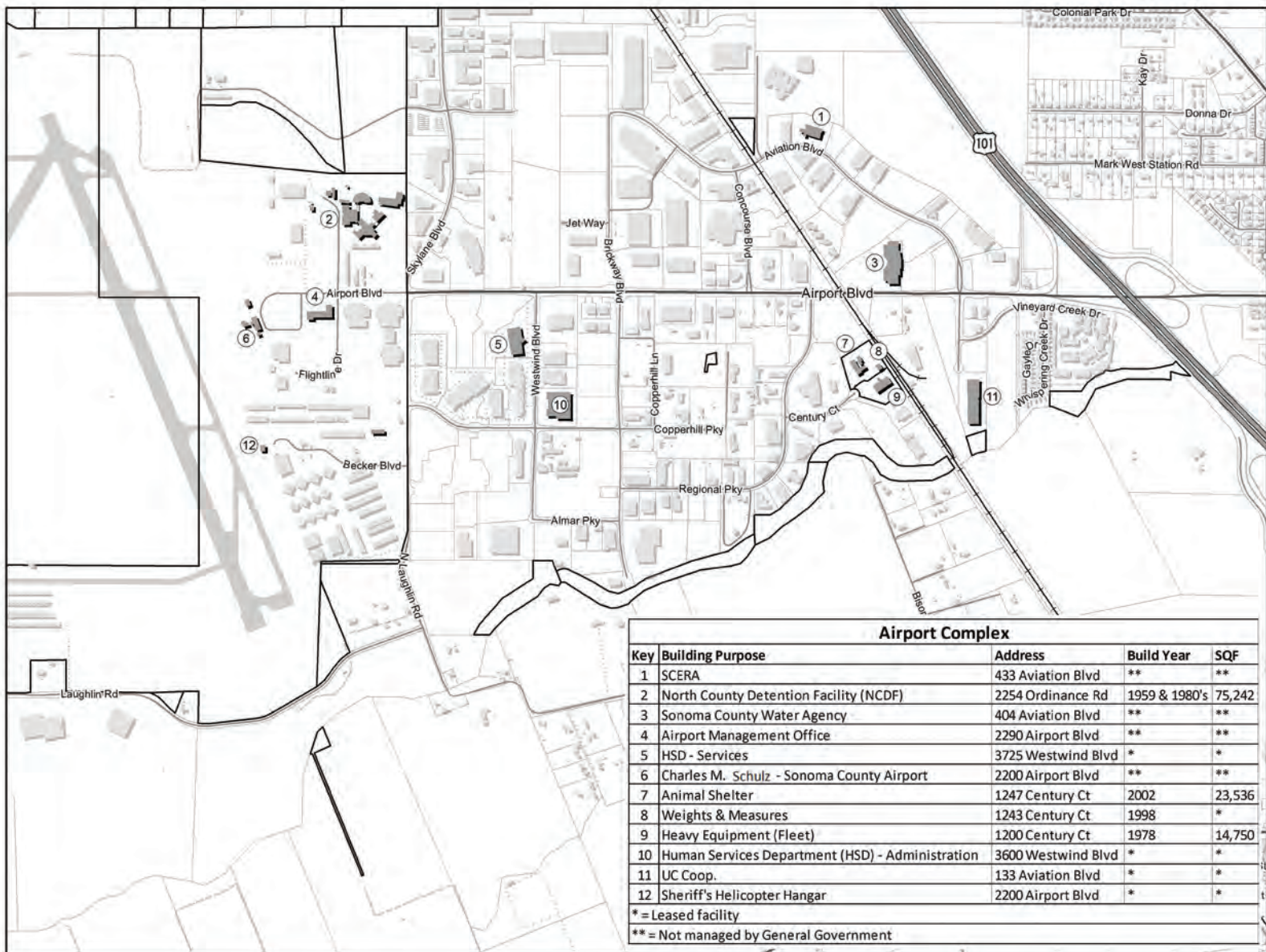
Improvements:

The area is generally County owned and leased properties. Most are single story office and industrial buildings however there are currently multi-story buildings under construction. Recent County improvements have included the extension of the runway and enlarging of the Airport terminal building and services and North County Detention Facility recently completed a new security fence and improved security measures. The Animal Shelter is currently in design for improvements and scope expansion.

Use:

The uses are mixed and varied from the Airport, adult detention, retirement planning, large vehicle maintenance and repair, animal shelter, Human Resources Administration, and public water agency.

Airport Complex



Justice Services

Facility Description

There are two adult detention facilities: the Main Adult Detention Facility and the North County Detention Facility.

Main Adult Detention Facility

Site and Location

The Main Adult Detention Facility is located in the northwest quadrant of the County Administration Center adjacent to the Hall of Justice. Law enforcement access to the Main Adult Detention Facility is from Russell Avenue on the north, while public access is to the lobby on the south side of the building, from Paulin Drive. See following Map.

Improvements

The facility was constructed in 1989 with 249,000 square feet and expanded in 1997, adding 72,000 square feet. The current total rated capacity is 915 beds. The Sheriff's Department is in the process of installing additional beds. Medium security housing is single and double bunk cells with direct supervision. Maximum security housing is single bed cells with indirect supervision. The facility has its own food service (laundry service is located at the North County Detention Facility) and has a security electronics system with remote door controls, intercoms, surveillance cameras and fire alarm system. The facility represents a major infrastructure investment at the County Administration Center.

Use:

MADF is primarily for pre-trial male and female inmates, waiting or in process of, being tried. The Main Adult Detention Facility is also used for sentenced inmates as required by specific circumstances.

North County Detention Facility

Site and Location:

The NCDF is located on Ordinance Road near the Charles M. Schulz County Airport on the west, the Transportation/Public Works Road Yard on the south, open undeveloped land on the north and a business park on the east. A creek runs along the north edge of the site. See following map. The North County Detention Facility site was originally part of the Santa Rosa Army Airfield during World War II and was used for ordnance storage and chemical warfare training.

Improvements:

There are five main buildings and several ancillary buildings constructed from 1959 through 1989 with a total of 84,000 square feet and 561 rated beds (579 maximum capacity) primarily in dormitory style housing with direct supervision. The facility has its own food service and provides laundry service for the North County Detention Facility and the Main Adult Detention Facility. The facility's security electronics system is similar to the Main Adult Detention Facility.

Use:

The facility is primarily for sentenced male and female inmates with some pretrial inmates. NCDF was originally an "honor farm" for minimum security inmates but the inmate population has evolved into more hardened offenders convicted of more serious crimes.

Justice Services



Justice Services



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Justice Services

Facility Description

Juvenile Facilities include Los Guilicos and the Probation Camp. Los Guilicos also has functions and facilities that are not juvenile-related.

Los Guilicos

Site and Location:

This 283-acre site is located approximately 12 miles east of the County Administration Center on Highway 12. It is made up of open, gently sloping areas adjacent to the highway where existing development is concentrated, with steeper tree-covered mountainside further north, abutting Hood Mountain Regional Park. Hood Creek runs along the eastern edge of the property. The vicinity is primarily agricultural north of Highway 12, with the Oakmont residential area to the south. See following map.

Improvements:

30 buildings with over 200,000 square feet were built between 1858 and 2009 including: Juvenile Justice Center completed in 2006, Valley of the Moon Children’s Center phases completed in 2005 and 2009; Hood House (State & National Historical Landmark) built in 1858; Pythian Buildings built as a retirement home in 1927; the old Juvenile Justice Facility built in the 1950s and 1960s as a California Youth Authority School for Girls; the old Valley of the Moon Children’s Home built in 1976; five single family residences built in the 1950s; and various other buildings. Much of the critical site infrastructure supporting the newer development has been updated, but the older buildings present ongoing challenges in terms of their maintenance and deteriorating conditions. The second phase 750kW photovoltaic power array was recently added to the campus, allowing

energy independence.

Use:

The current use is primarily for Juvenile Justice including Juvenile Court, Probation, Juvenile Hall and (previously) Sierra Youth Center. The site also has the Valley of the Moon Children’s Center and Redwood Children’s Center operated by Human Services; Community School operated by Sonoma County Office of Education; County Training Center operated by Human Resources; offices for the Sonoma County Grand Jury; and an indoor Firing Range used for law enforcement training operated by the Sheriff’s department. A number of the older buildings are vacant or used only for storage due to their age and poor condition.

Probation Camp

Site and Location:

The Probation Camp (“Youth Camp”) is on a rise in the middle of a large agricultural area located off of Eastside Road north of Forestville (See following map).

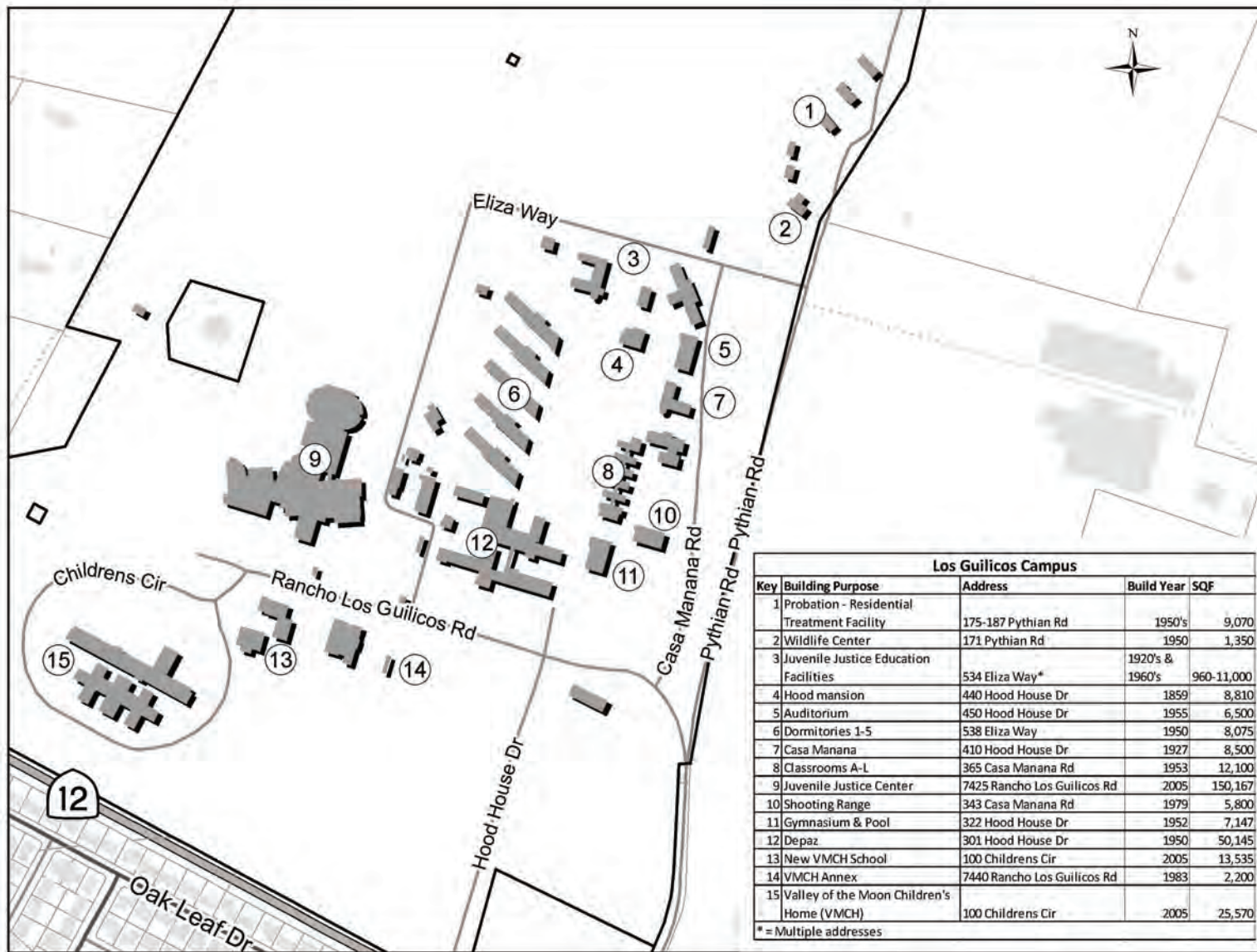
Improvements:

The site is developed with workshops and living areas with approximately 8,600 square feet including: living quarters with kitchen, dining room, restrooms, dormitory with 24 beds, shops, classroom, and a large warehouse.

Use:

The facility is operated by the Probation Department as a Camp program for juvenile offenders, which is part of the Juvenile Justice System. The site is also used for staging by the Probation Supervised Adult Crew program.

Justice Services



Radio Communications

Facility Description

The Sheriff's Office Radio Communications Bureau operates and maintains several microwave and radio-linked sites throughout the County that are relied upon by a combination of County and local government agencies and departments with an emphasis on public safety.

The radio communications network plays a vital role in providing voice and data communications for use by 9-1-1 dispatch and field personnel that are members of County and local law enforcement agencies, County-wide emergency medical response and all of the County's individual fire districts; serving the critical emergency response needs for the residents of Sonoma County.

The Radio Bureau's objective is to provide secure and reliable radio communications coverage with the following priorities:

- Maintain current functionality of the County communications systems and site infrastructure in use today.
- Improve and upgrade the County radio network to expand and enhance functionality of the communications network.
- Develop radio sites necessary to improve communications coverage, primarily for public safety, dependent upon one-time and long term maintenance funding.
- Expansion of the system is also being considered including:
- Expand development of south county communication sites that will serve and improve public safety voice and data communications.

- Increase bandwidth, capacity and redundancy of our mobile data communications network, as a core for multi-jurisdictional public safety computer systems.
- Improve non-public safety radio capacity throughout the County.

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Health and Human Services Facilities

Facility Description

The Chanate Complex primarily houses Health Services, the County hospital, Morgue, biology laboratory, and certain administrative staff.

Chanate Medical Complex

Site and Location:

The Chanate Medical Complex is an 81-acre site, located 2-1/2 miles east of the County Administration Center, bisected by Chanate Road. The area is hilly and wooded, located in an active geological zone with evidence of the Healdsburg/Rogers Creek Fault. The surrounding neighborhood is primarily residential. There is a Water Agency flood control basin on the south side of the site. See following map.

Improvements:

Approximately 160,000 square feet of former hospital facility plus several additional buildings of about 91,000 square feet built, all between 1936 and 2004, are found at this site. The major buildings are old and inefficient: Most of the former Sutter Santa Rosa Medical Center dates from the mid-1970s back to 1936. Norton Mental Health Center was built in 1938 as a Tuberculosis Hospital; the former Public Health Clinic in 1952 as a Juvenile Hall, and the Day Treatment Center in 1952 also as part of the former Juvenile Hall complex; Chanate Hall in 1946 as a Nurse's Dormitory. These buildings suffer problems common to older buildings — access compliance deficiencies, asbestos containing materials, energy inefficiencies, worn out building components and structural and functional obsolescence. Most site utilities, such as water, sewer, and power, were installed decades ago and need major repairs or replacement. Facilities in the eastern

portion of this complex, accessed by County Farm Road, do not have adequate utilities or roads. Domestic water is connected to Santa Rosa, but distribution pipes are old and deteriorated. Roads and parking are inadequate and deteriorated, and there are no sidewalks from Chanate Road.

Use:

The County of Sonoma has entered into a Development and Disposition Agreement with a Developer with the vision to create a new mixed-use community at Chanate that will make a long lasting, positive contribution to its neighbors and the County as a whole. The Chanate Campus currently houses a number of County services that the County is seeking to consolidate and relocate. These administrative services are located to the north and south of Chanate Road.

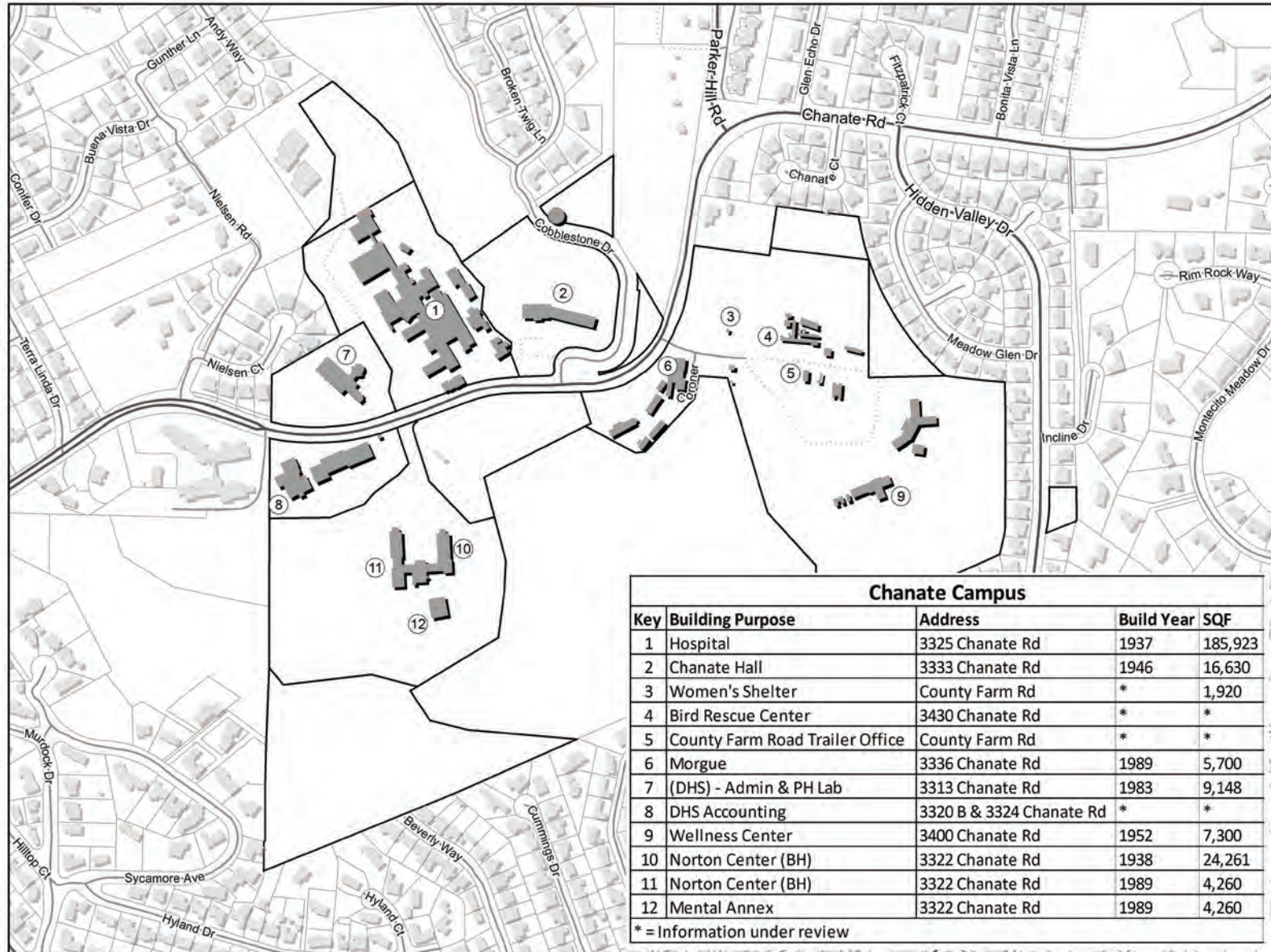
The County has been gradually consolidating County facilities in order to provide high quality, cost effective services and enhance intra-government collaboration. Now that the former Sutter Health hospital is closed, only about 96,000 square feet of buildings are currently occupied by County services and associated non-profit providers. The County is planning to further consolidate its services and to vacate the property entirely to make way for the planned housing development.

Orenda Center

Site and Location:

Orenda Center is a 13,440 square foot building constructed in 1959 and expanded in 1974, located on Bennett Valley Road near Farmer's Lane in Santa Rosa. It has been used as an alcohol and drug treatment center operated by the Health Services Department. The Center's building continues needing major repairs and replacements.

Health and Human Services Facilities



Veterans/Community Service Buildings

Facility Description

Sites and Locations:

Eight Veterans/Community Service Buildings are located at various sites throughout Sonoma County: Cloverdale, 1.4 acres; Guerneville, 1 acre; Sebastopol, 1.7 acres; Occidental, 2.8 acres; Santa Rosa, 9.7 acres; Sonoma, 15.3 acres; Cotati, 1.6 acres; and Petaluma, 5.1 acres. See following map.

Improvements:

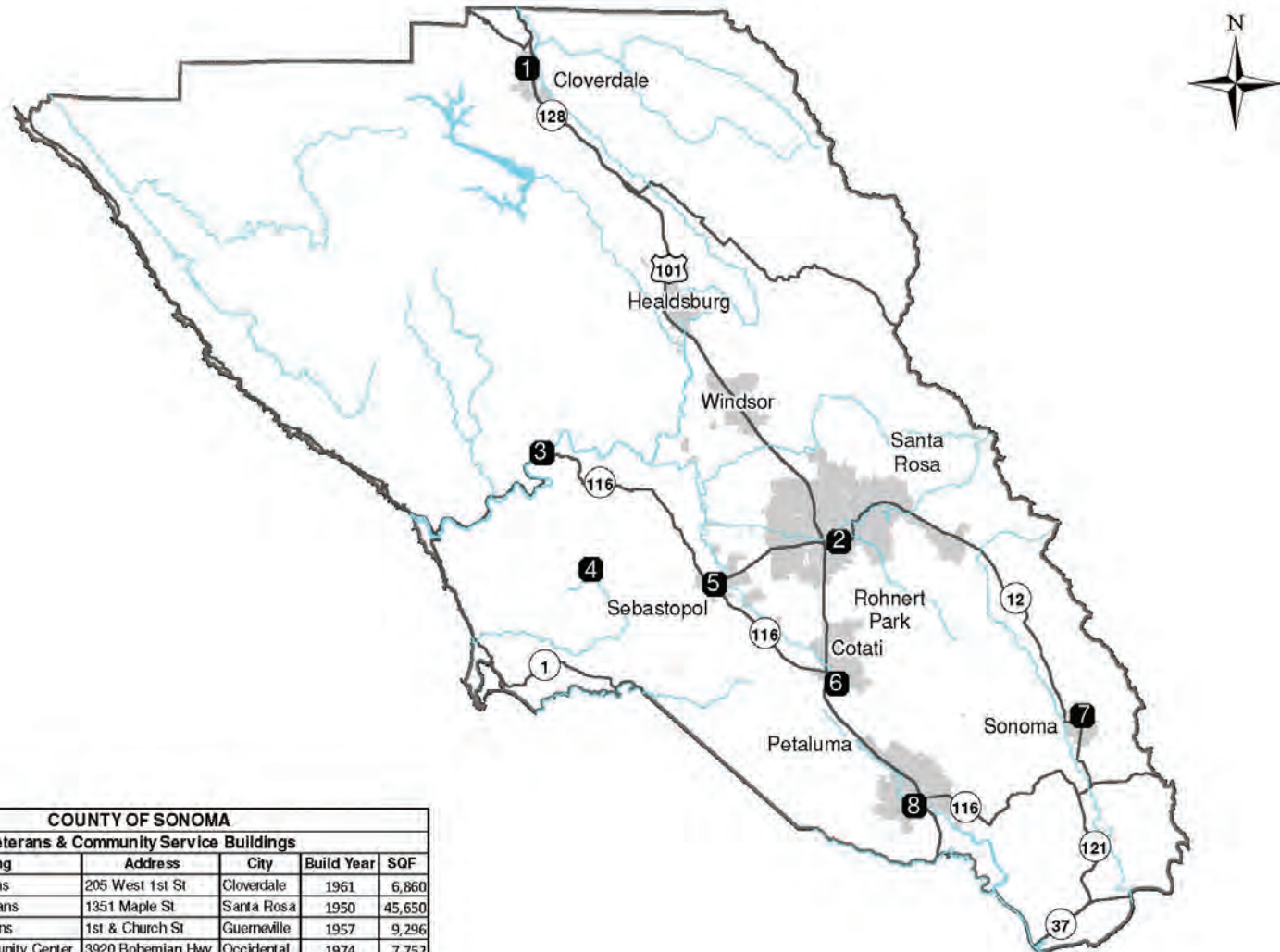
The buildings vary in size from 5,400 square feet (Cotati) to 45,600 square feet (Santa Rosa) for a total of 133,000 square feet. Most of them were constructed between 1950 and 1961, except Occidental, which was built in 1974, and Guerneville, which is an older school building. The buildings typically have a large auditorium, meeting rooms, kitchens, and support spaces and offices, and have challenges associated with their age and condition: worn systems and components, access compliance deficiencies, hazardous materials, and/or structural issues. Paving is also worn out and deficient at some the facilities.

Use:

Use of the buildings is now managed by General Services Department with new third-party operational agreements having been concluded for several of these facilities. They are valuable community resources and serve a variety of functions including:

venues for public and private events, conferences, entertainment and performing arts; community meetings; emergency shelters; training and educational functions; voting places; and County functions.

Veterans/Community Service Buildings



COUNTY OF SONOMA					
Veterans & Community Service Buildings					
Key	Building	Address	City	Build Year	SQF
1	Cloverdale Veterans	205 West 1st St	Cloverdale	1961	6,860
2	Santa Rosa Veterans	1351 Maple St	Santa Rosa	1950	45,650
3	Guerneville Veterans	1st & Church St	Guerneville	1957	9,296
4	Occidental Community Center	3920 Bohemian Hwy	Occidental	1974	7,752
5	Sebastopol Veterans	282 South High St	Sebastopol	1958	17,800
6	Cotati Veterans	8505 Park Ave	Cotati	1961	5,420
7	Sonoma Veterans	128 West 1st St	Sonoma	1952	16,200
8	Petaluma Veterans	1094 Petaluma Blvd	Petaluma	1959	23,800

Fairgrounds Buildings

Facility Description

Sites and Locations:

The Fair & Exposition site is approximately 150 plus acres on the Santa Rosa plain. The site is located south of State Highway 12 and east of the 101 Freeway at Brookwood Avenue. The site is mostly flat with small rise at the south boundary. The property features a network of asphalt paved concourses used for pedestrian and service vehicle circulation. There are many mature trees and a number of grass and paved areas. The site contains electrical, sewer, and storm water systems. In addition there are several all-weather parking areas of varied capacity. The site has seven entry gates spread around the north, east and south sides.

Improvements:

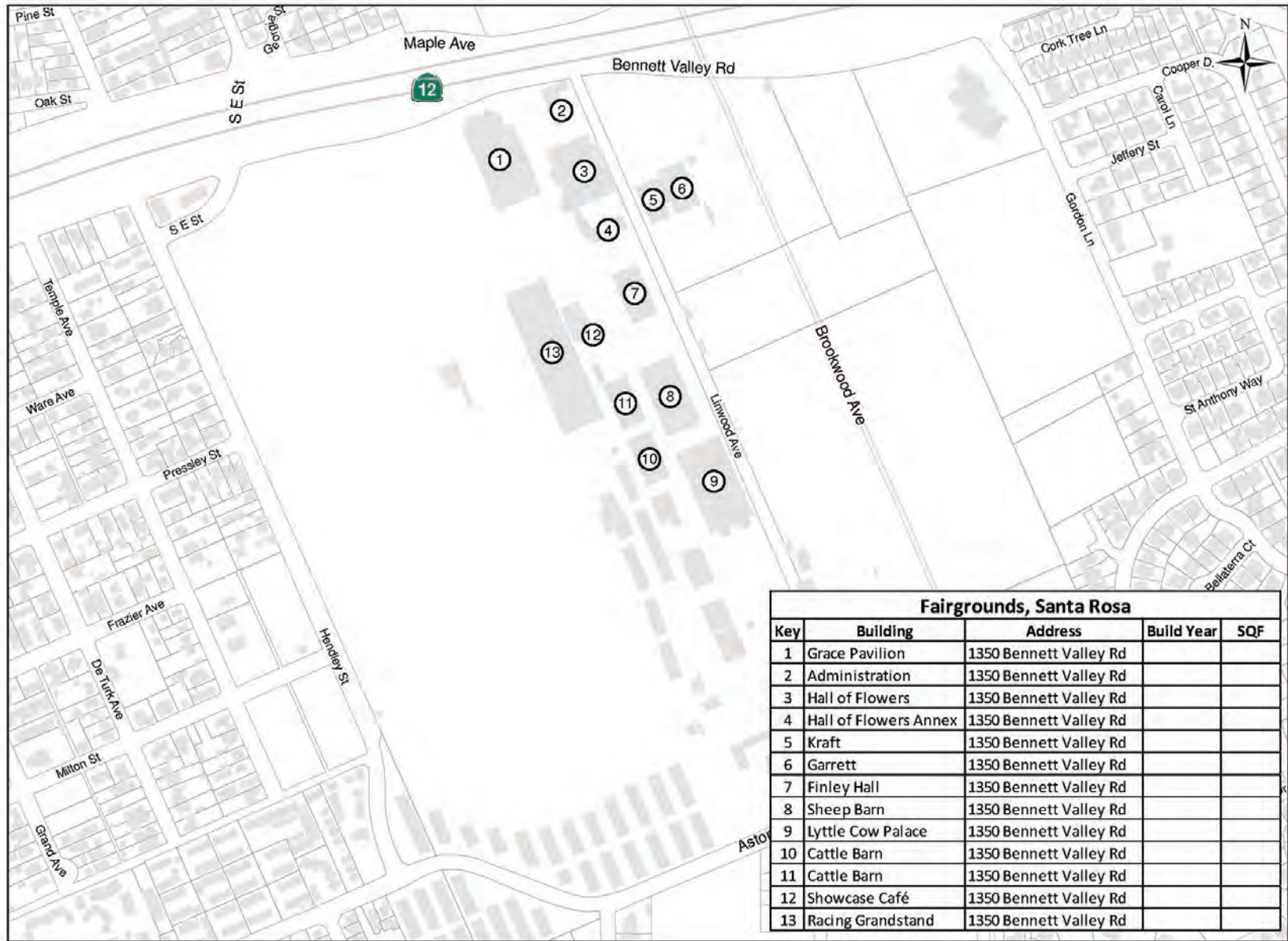
There are more than dozen primary buildings and several equine and stock facilities such as pens, barns, stalls, stables and rings. There are two horse racing tracks and a golf course. The buildings were built in the 1950s, 1960s, 1970s and 1980s. Many of the building have been re-modeled. All of the buildings with the exception of the Administration Building are available for rent. Some of the buildings contain cooking/catering facilities. The site also features carnival grounds and other outdoor venues. A proposed new barn is planned for the coming years.

Use:

Use of the buildings and grounds is managed by the Fair & Exposition Administration Director and employees. The grounds provide venues for over three-hundred events a year including

the County Fair. In addition, several other events such the Harvest Fair, community events, concerts, shows and private celebrations occur regularly at the site. The Fairgrounds provides indoor and outdoor venues for public, private and commercial events.

Fairgrounds Buildings



Fire and Emergency Services Buildings

Facility Description

Site and Locations

The Annapolis Fire and Emergency Service Garage in the northwestern part of the state is complete. Three Fire Garages are proposed at three separate sites in Sonoma County: Lakeville Highway east of Petaluma; Annapolis Road Yard in the northwestern part of the County; San Antonio Road in the southern area; and the Two Rock Valley in the southwestern area.

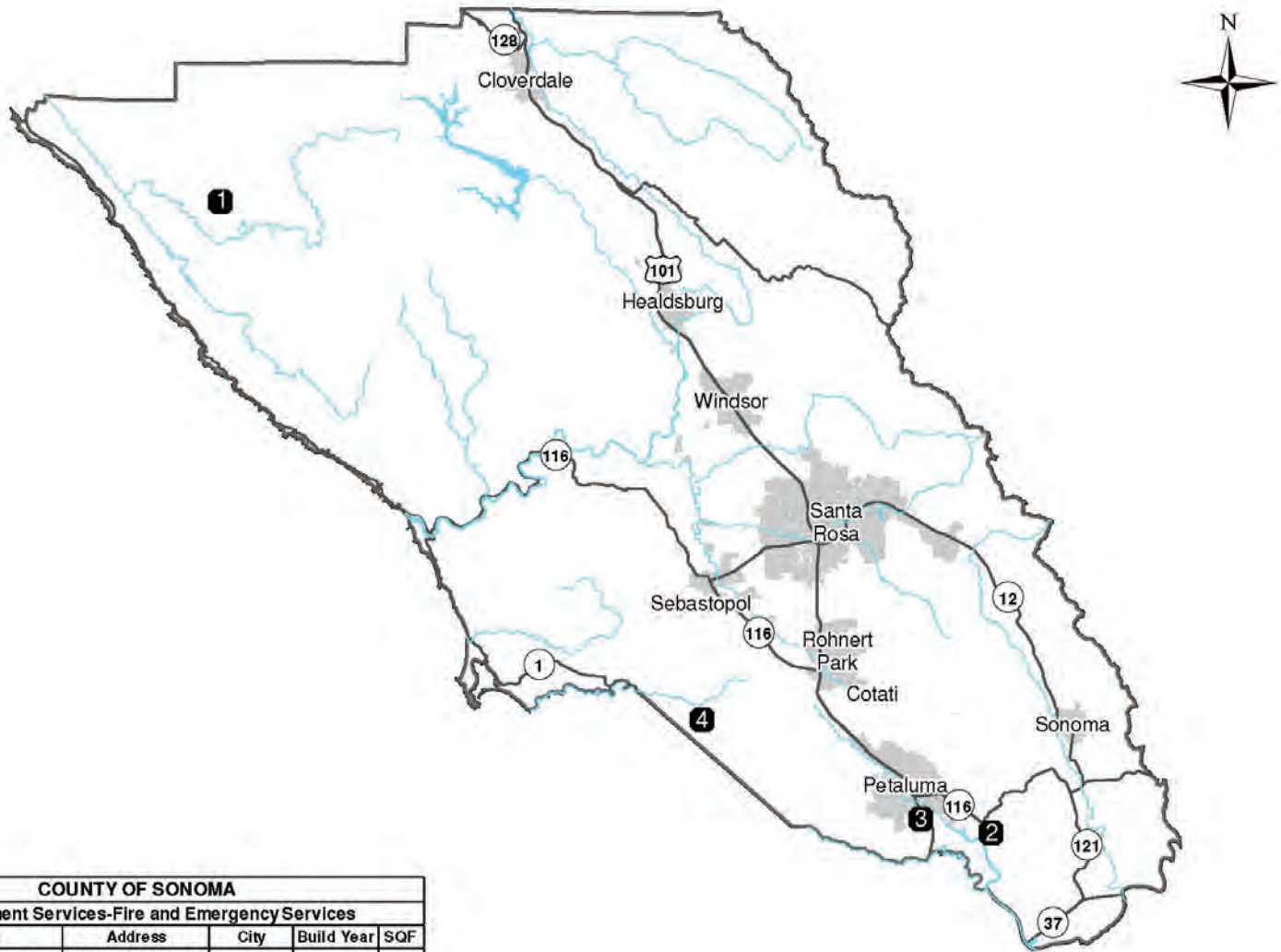
Improvements:

Relatively straightforward metal buildings with associated water supply tanks and chemical toilets, will vary in capacity from three equipment storage bays at Annapolis up to four bays at the other three sites.

Use:

The buildings provide secure and suitable storage for fire suppression and emergency response equipment, protecting the equipment investment. The new locations help enhance response times. Sites will be graded with gravel as necessary, with corresponding new utilities installed or existing site utilities upgraded.

Fire and Emergency Services Buildings



COUNTY OF SONOMA					
Development Services-Fire and Emergency Services					
Key	Station	Address	City	Build Year	SQF
1	Annapolis Fire Garage	32700 Annapolis Rd	Annapolis		1,920
2	Lakeville Fire Garage	Proposed	Petaluma		
3	San Antonio Fire Garage	Proposed	Petaluma		
4	Two Rock Fire Garage	Proposed	Two Rock		

Other County Services

Facility Description

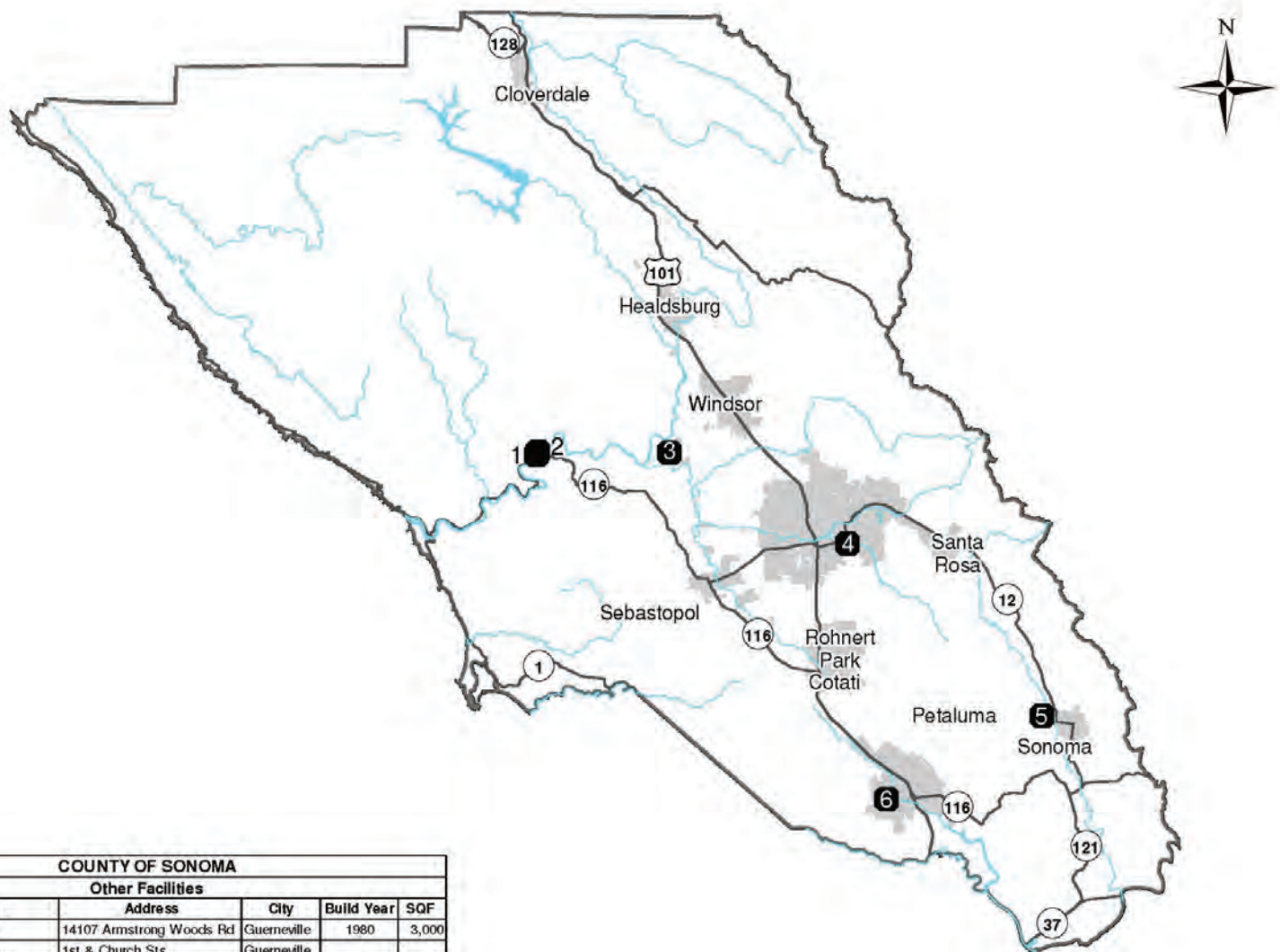
Site and Locations

This category includes various County-wide locations.

Improvements:

Other Facilities is a category for projects that may apply to any or all County general government facilities (e.g.: maintenance and monitoring of underground storage tanks) or for buildings that do not clearly fit into other categories. Buildings in this category include: Guerneville Library; Guerneville Sheriff's Substation (located in the Guerneville Veteran's Building); Sonoma Valley Sheriff's Substation; and County Annexes in a shared building at Petaluma. See following map.

Other County Services



COUNTY OF SONOMA					
Other Facilities					
Key	Building	Address	City	Build Year	SGF
1	Guerneville Library	14107 Armstrong Woods Rd	Guerneville	1980	3,000
2	Sheriff Sub-Station	1st & Church Sts	Guerneville		
3	Youth Camp	7400 Steve Olson Ln	Forestville	1972	4,277
4	Orenda Center	1430 Neotomas Ave	Santa Rosa		13,440
5	Sonoma Valley Sub-Station	810 Grove St	Sonoma		1,500
6	Petaluma City Hall	11 English St	Petaluma	1972	1,417

Facilities Asset List – County Administration Center

County Administration Center Buildings

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Building											
370 Admin Drive	01180	1987	30	Office	14,022	19,502,701	1,274	7,029,400	0.39	8,298,676	0.43
Administration	01020	1958	59	Office	45,682	47,807,261	959	16,681,251	0.38	25,798,869	0.54
Agriculture	01070	1960	57	Specialty Cultural (Museum, Library)	28,160	37,480,974	1,219	16,062,447	0.47	18,557,300	0.50
Children's Day Care Center	01140	1986	31	Child Care Center	2,300	2,841,411	1,132	1,075,854	0.41	2,008,880	0.71
Data Processing (Information Systems)	01120	1973	44	Other special facilities	15,524	25,157,907	1,484	8,170,864	0.35	12,282,765	0.49
Emergency Operations	01060	1965	52	Other special facilities	5,400	13,929,895	2,363	4,612,977	0.36	6,167,149	0.44
Family Justice Center	05113	2005	12	Office	22,823	20,224,751	812	2,243,230	0.12	4,279,189	0.21
Fiscal	01050	1963	54	Office	40,430	45,108,140	1,022	12,942,111	0.31	15,950,406	0.35
Hall of Justice	01060	1965	52	Courthouse	129,361	180,757,085	1,280	37,198,636	0.22	63,290,279	0.35
Human Services	01040	1966	51	Office	44,484	51,058,011	1,051	21,458,383	0.46	32,916,240	0.64
La Plaza A	01210	1977	40	Office	34,300	35,670,824	953	15,349,757	0.47	19,464,838	0.55
La Plaza B	01220	1977	40	Office	34,300	34,312,372	916	16,777,878	0.53	19,921,832	0.58
Mechanical Building	01130	1963	54	Utility Plant	9,110	68,809,494	6,918	5,125,701	0.08	6,440,343	0.09
Permit and Resource Management	01030	1960	57	Office	31,360	39,523,780	1,154	10,860,919	0.30	14,294,003	0.36
Social Services Annex	01230	1970	47	Office	13,200	13,563,659	941	4,493,485	0.36	8,021,754	0.59
Subtotal for Building					470,456	635,748,266	1,238	180,082,892	0.31	257,692,524	0.45
Campus Name: 1000 - County Administration Center						635,748,266		180,082,892	0.31	257,692,524	0.45

Legend

- Size: Gross building size in square feet
- Reporting Currency: USD.
- Adjustment factor: 76%
- FCI: Facility Condition Assessment Index. FCI is an industry-standard index that objectively measures the current condition of a facility.
- RI: Requirements Index. A total needs Requirement index. includes the costs of all non-closed Requirements regardless of category and time.
- FCI Cost: Facility Condition Index Cost. Formula: FCI/Replacement Value.
- RI Cost: To determine RI for any given Asset, the total cost of addressing all Requirements is divided by the current replacement value. Formula: RI/Replacement Value. 6% inflation added at Replacement Value and Replacement Index Cost, for FY 18-19.

Facilities Asset List – County Administration Center Site

County Administration Center Site

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Site Development											
370 Admin Drive Site	01180S	1900	117	-	1	119,114	109,099	111,584	1.02	121,827	1.02
Administration Site	01020S	1900	117	-	1	488,279	447,224	339,401	0.76	370,558	0.76
Agriculture Site	01070S	1900	117	-	1	430,414	394,224	492,780	1.25	538,017	1.25
Children's Day Care Center Site	01140S	1900	117	-	1	0	0	0	0.00	0	0.00
Data Processing (Information Systems) Site	01120S	1900	117	-	1	324,873	297,557	371,947	1.25	406,091	1.25
Emergency Operations Site	01060S	1900	117	-	1	1,227,645	1,124,423	1,141,190	1.01	1,245,951	1.01
Family Justice Center Site	05113S	1900	117	-	1	293,989	269,270	282,018	1.05	307,907	1.05
Fiscal Site	01050S	1900	117	-	1	1,098,393	1,006,039	253,240	0.25	276,487	0.25
Hall of Justice Site	01060S	1900	117	-	1	0	0	0	0.00	0	0.00
Human Services Site	01040S	1900	117	-	1	599,474	549,070	686,337	1.25	749,343	1.25
La Plaza A Site	01210S	1900	117	-	1	374,307	342,835	405,422	1.18	442,640	1.18
La Plaza B Site	01220S	1900	117	-	1	240,128	219,938	273,381	1.24	298,477	1.24
Mechanical Building Site	01130S	1900	117	-	1	393,909	360,788	450,985	1.25	492,386	1.25
Permit and Resource Management Site	01030S	1900	117	-	1	970,316	888,730	1,110,913	1.25	1,212,895	1.25
Social Services Annex Site	01230S	1900	117	-	1	0	0	0	0.00	0	0.00
Subtotal for Site Development					15	6,560,840	400,613	5,919,198	0.99	6,462,580	1.06
Campus Name: 1000 - County Administration Center - Site						6,560,840		5,919,198	0.99	6,462,580	1.06

Facilities Asset List – Main Adult Detention Facility

Main Adult Detention Facility Building

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Building											
Courts and Offices	01910	1996	21	Courthouse	29,200	24,442,671	767	7,535,598	0.34	8,227,366	0.34
Detention	01910	1989	28	Correctional Facility	219,750	340,075,136	1,417	68,075,076	0.22	136,218,651	0.40
MADF Addition	01910	1996	21	Correctional Facility	72,420	294,105,971	3,720	19,884,526	0.07	22,519,013	0.08
MADF Service Building	01910	1989	28	Utility Plant	2,500	5,986,845	2,193	2,746,724	0.50	3,115,180	0.52
Sheriff Building	01010	2002	15	Fire/Police Station	61,246	79,450,390	1,188	5,981,999	0.08	9,405,125	0.12
Subtotal for Building					385,116	744,061,013	1,770	104,223,923	0.15	179,485,335	0.29
Campus Name: 1900 - MADF						744,061,013		104,223,923	0.15	179,485,335	0.29

Main Adult Detention Facility Site

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Site Development											
Site Asset	S-1	1900	117	-	1	2,925,299	2,679,336	981,009	0.37	1,071,066	0.37
Courts and Offices Site	01910S	1900	117	-	1	0	0	0	0.00	0	0.00
Detention Site	01910S	1900	117	-	1	0	0	0	0.00	0	0.00
MADF Addition Site	01910S	1900	117	-	1	0	0	0	0.00	0	0.00
MADF Service Building Site	01910S	1900	117	-	1	0	0	0	0.00	0	0.00
Sheriff Building Site	01010S	1900	117	-	1	1,931,836	1,769,404	686,336	0.39	749,342	0.39
Subtotal for Site Development					6	4,857,134	741,457	1,667,346	0.37	1,820,408	0.37
Campus Name: 1900 - MADF - Site						4,857,134		1,667,346	0.37	1,820,408	0.37

Facilities Asset List – North County Detention Facility

North County Detention Facility Buildings

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Building											
NCDF-100 Male Minimum Security	04901	1987	30	Correctional Facility	13,343	9,435,171	648	3,782,246	0.44	9,300,259	0.99
NCDF-200 Male Medium Security	04902	1959	58	Correctional Facility	17,700	12,994,040	672	6,218,241	0.52	12,638,618	0.97
NCDF-300 Women's Unit	04903	1959	58	Correctional Facility	6,452	4,308,389	612	2,135,788	0.54	4,945,959	1.15
NCDF-400 Administrative Support	04904	1986	31	Correctional Facility	20,660	16,843,873	747	8,599,293	0.56	25,497,633	1.51
NCDF-500 Work Furlough	04905	1989	28	Correctional Facility	17,087	9,997,224	536	4,157,836	0.45	10,205,497	1.02
NCDF-ROP Formerly Auto Paint Shop	04921	1993	24	Storage - General	2,500	823,501	302	75,115	0.10	167,977	0.20
NCDF-ROP Greenhouse	04930	1993	24	Other special facilities	1,000	609,079	558	371,243	0.67	439,709	0.72
NCDF-ROP Storage Building	04924	1993	24	Storage - Vehicles	3,000	862,814	263	95,296	0.12	207,202	0.24
NCDF-ROP	04920	1993	24	Classroom / Training	3,000	1,539,178	470	347,192	0.25	482,223	0.31
Subtotal for Building					84,742	57,413,270	621	25,782,250	0.49	63,885,077	0.79
Campus Name: 4000 - NCDF						57,413,270		25,782,250	0.49	63,885,077	0.79

North County Detention Facility Site

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Site Development											
Site Asset	S-1	1900	117	-	1	944,506	865,091	352,730	0.41	385,111	0.41
NCDF-100 Male Minimum Security Site	04901S	1900	117	-	1	27,136	24,854	0	0.00	0	0.00
NCDF-200 Male Medium Security Site	04902S	1900	117	-	1	144,676	132,511	126,216	0.95	137,802	0.95
NCDF-300 Women's Unit Site	04903S	1900	117	-	1	0	0	0	0.00	0	0.00
NCDF-400 Administrative Support Site	04904S	1900	117	-	1	259,086	237,302	296,627	1.25	323,858	1.25
NCDF-500 Work Furlough Site	04905S	1900	117	-	1	44,737	40,976	51,220	1.25	55,922	1.25
NCDF-ROP Formerly Auto Paint Shop Site	04921S	1900	117	-	1	0	0	0	0.00	0	0.00
NCDF-ROP Greenhouse Site	04930S	1900	117	-	1	0	0	0	0.00	0	0.00
NCDF-ROP Site	04920S	1900	117	-	1	0	0	0	0.00	0	0.00
NCDF-ROP Storage Building Site	04924S	1900	117	-	1	0	0	0	0.00	0	0.00
Subtotal for Site Development					10	1,420,141	130,073	826,793	0.64	902,692	0.97
Campus Name: 4000 - NCDF - Site						1,420,141		826,793	0.64	902,692	0.97

Facilities Asset List – Los Guilicos

Los Guilicos Buildings

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Building											
Facilities Operations Office	03222	1950	67	Office	1,516	1,259,095	761	553,339	0.48	656,265	0.52
Firing Range	03103	1979	38	Other special facilities	3,108	2,763,739	814	539,531	0.21	731,516	0.26
Juvenile Justice Center	03320	2005	12	Correctional Facility	150,167	155,463,303	948	16,534,821	0.12	46,551,547	0.30
Maintenance Building	03223	1953	64	Maintenance Shops	5,436	2,781,655	469	1,157,819	0.45	1,736,914	0.62
Valley of the Moon Children's Home (1976)	03330	1976	41	Housing - Dormitory	9,394	6,449,611	629	3,044,388	0.52	4,072,127	0.63
Valley of the Moon Children's Home (2005)	03350	2005	12	Housing - Dormitory	23,640	18,442,600	715	3,111,583	0.18	4,359,806	0.24
Valley of the Moon Children's Home Admin Offices	03351	2009	8	Office	22,500	15,945,698	649	1,673,206	0.11	3,192,142	0.20
Woodshop	03221	1950	67	Maintenance Shops	5,800	2,185,081	345	622,485	0.31	949,460	0.43
Subtotal for Building					221,561	205,290,782	849	27,237,172	0.14	62,249,776	0.40
Campus Name: 3000 - Los Guilicos						205,290,782		27,237,172	0.14	62,249,776	0.40

Facilities Asset List – Los Guilicos Site

Los Guilicos Site

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Site Development											
Site Asset	S-1	1900	117	-	1	2,193,647	2,009,202	1,110,516	0.55	1,212,461	0.55
Facilities Operations Office Site	03222S	1900	117	-	1	0	0	0	0.00	0	0.00
Firing Range Site	03103S	1900	117	-	1	0	0	0	0.00	0	0.00
Juvenile Justice Center Site	03320S	1900	117	-	1	941,110	861,980	0	0.00	0	0.00
Maintenance Building Site	03223S	1900	117	-	1	0	0	0	0.00	0	0.00
Valley of the Moon Children's Home (1976) Site	03330S	1900	117	-	1	939,414	860,427	0	0.00	0	0.00
Valley of the Moon Children's Home (2005) Site	03350S	1900	117	-	1	81,218	74,389	0	0.00	0	0.00
Valley of the Moon Children's Home Admin Offices Site	03351S	1900	117	-	1	117,766	107,865	0	0.00	0	0.00
Woodshop Site	03221S	1900	117	-	1	0	0	0	0.00	0	0.00
Subtotal for Site Development					9	4,273,156	434,874	1,110,516	0.28	1,212,461	0.55
Campus Name: 3000 - Los Guilicos - Site						4,273,156		1,110,516	0.28	1,212,461	0.55

Facilities Asset List – Heavy/Animal/Weight

Heavy Fleet/Animal Shelter/Weights & Measures Buildings

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Building											
Animal Shelter	04140	2002	15	Animal Facility	23,536	15,605,278	607	3,249,567	0.23	4,635,551	0.30
Fleet Heavy Equipment	04120	1978	39	Maintenance Shops	14,750	7,156,796	444	665,665	0.10	1,787,690	0.25
Weights & Measures	04130	1996	21	Maintenance Shops	2,880	1,054,734	335	36,503	0.04	156,363	0.15
Subtotal for Building					41,166	23,816,808	530	3,951,736	0.18	6,579,603	0.28
Campus Name: 4000 - Heavy/Animal/Weight						23,816,808		3,951,736	0.18	6,579,603	0.28

Heavy Fleet/Animal Shelter/Weights & Measures Site

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Site Development											
Animal Shelter Site	04140S	1900	117	-	1	629,136	576,237	571,085	0.99	623,511	0.99
Fleet Heavy Equipment Site	04120S	1900	117	-	1	193,295	177,043	0	0.00	0	0.00
Weights & Measures Site	04130S	1900	117	-	1	194,329	177,990	0	0.00	0	0.00
Subtotal for Site Development					3	1,016,760	310,423	571,085	0.61	623,511	0.61
Campus Name: 4000 - Heavy/Animal/Weight - Site						1,016,760		571,085	0.61	623,511	0.61

Facilities Asset List – Chanate

Chanate Buildings

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Building											
3325 Chanate Rd (Power & Boiler Plant)	03325	1972	45	Utility Plant	4,620	6,975,661	1,383	4,274,890	0.67	4,667,324	0.67
3325 Chanate Rd (Old Hospital)	03325	1936	81	Medical - Hospital	147,223	104,552,841	650	44,546,154	0.47	180,922,337	1.73
Chanate Hall - Mental Health	02020	1946	71	Medical - Other	16,630	11,382,630	627	4,854,439	0.47	6,934,922	0.61
Hospital Family Practice A/B/C	02210	1971	46	Medical - Other	9,148	8,774,252	878	3,888,221	0.48	7,299,606	0.83
Hospital Family Practice D/E	02215	1989	28	Medical - Other	10,200	8,429,840	757	2,773,294	0.36	4,141,997	0.49
Morgue	02110	1989	28	Medical - Other	7,550	6,423,798	779	1,040,764	0.18	2,836,700	0.44
Norton Center - Annex (Modular)	02243	1989	28	Medical - Other	3,108	1,555,420	458	1,092,054	0.77	1,577,160	1.01
Norton Center - Mental Health (Oakcrest)	02240	1938	79	Medical - Other	24,261	19,260,730	727	6,098,973	0.35	8,885,274	0.46
Public Health Main/Administration	02010	1961	56	Laboratory	18,071	18,289,449	927	7,782,906	0.46	10,847,637	0.59
Wellness Center	02130	1952	65	Medical - Other	7,300	6,302,858	791	2,673,718	0.46	4,440,048	0.70
Subtotal for Building					248,111	191,947,477	709	79,025,414	0.45	232,553,006	0.76
Campus Name: 2000 - Chanate Complex						191,947,477		79,025,414	0.45	232,553,006	0.76

Facilities Asset List – Chanate Site

Chanate Site

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Campus Name: 2000 - Chanate Complex - Site											
Asset Type: Parking Lots											
Parking Lot A	1	1972	45		15,725	236,375	14	179,757	0.83	196,259	0.83
Parking Lot B	1	1972	45		7,800	116,572	14	88,426	0.83	96,544	0.83
Parking Lot C	1	1972	45		12,600	199,119	14	154,859	0.85	169,075	0.85
Parking Lot D	1	1972	45		81,000	1,347,252	15	1,050,300	0.85	1,146,717	0.85
Subtotal for Parking Lots					117,125	1,899,319	15	1,473,342	0.85	1,608,595	0.84
Asset Type: Site Development											
Site Asset	S-1	1900	117	-	1	2,610,297	2,390,820	2,405,616	1.01	2,626,452	1.01
3325 Chanate Rd (Old Hospital) Site	03325S	1900	117	-	1	0	0	0	0.00	0	0.00
Chanate Hall - Mental Health Site	02020S	1900	117	-	1	299,815	274,606	322,106	1.17	351,675	1.17
Hospital Family Practice A/B/C Site	02210S	1900	117	-	1	0	0	0	0.00	0	0.00
Hospital Family Practice D/E Site	02215S	1900	117	-	1	617,259	565,359	706,699	1.25	771,574	1.25
Morgue Site	02110S	1900	117	-	1	910,674	834,103	1,036,091	1.24	1,131,204	1.24
Norton Center - Annex (Modular) Site	02243S	1900	117	-	1	284,557	260,631	325,789	1.25	355,696	1.25
Norton Center - Mental Health (Oakcrest) Site	02240S	1900	117	-	1	195,736	179,278	224,098	1.25	244,670	1.25
Public Health Main/Administration Site	02010S	1900	117	-	1	359,361	329,145	360,928	1.10	394,061	1.10
Wellness Center	02130S	1900	117	-	1	0	0	0	0.00	0	0.00
Subtotal for Site Development					10	5,277,699	483,394	5,381,326	1.11	5,875,332	1.18
Campus Name: 2000 - Chanate Complex - Site						7,177,017		6,854,668	1.04	7,483,927	1.05

Facilities Asset List – Veterans

Veterans Buildings

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Building											
Cloverdale Veterans Memorial	1	1961	56	Recreation	10,234	9,077,971	812	4,034,762	0.49	5,968,301	0.66
Cotati Veterans Memorial	11301	1961	56	Assembly (Auditorium, Theater)	5,420	3,776,819	638	2,181,205	0.63	2,973,058	0.79
Guerneville Veterans Memorial	11011	1957	60	Multipurpose Use	9,296	6,937,927	684	2,301,430	0.36	3,500,328	0.50
Occidental Veterans Memorial	11031	1974	43	Assembly (Auditorium, Theater)	9,296	5,226,670	515	1,674,797	0.35	3,905,623	0.75
Petaluma Veterans Memorial	11311	1959	58	Assembly (Auditorium, Theater)	23,800	17,699,380	681	12,343,940	0.76	15,530,162	0.88
Santa Rosa Veterans Memorial	11101	1950	67	Assembly (Auditorium, Theater)	45,650	38,537,759	773	19,391,921	0.55	28,479,905	0.74
Sebastopol Veterans Memorial	11201	1958	59	Assembly (Auditorium, Theater)	17,800	10,926,711	562	4,132,887	0.41	7,728,764	0.71
Sonoma Veterans Memorial	11321	1952	65	Assembly (Auditorium, Theater)	16,200	13,885,182	785	6,369,634	0.50	8,894,452	0.64
Subtotal for Building					137,696	106,068,418	706	52,430,576	0.54	76,980,592	0.71
Campus Name: 1100 - Veterans						106,068,418		52,430,576	0.54	76,980,592	0.71

Veterans Site

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Campus Name: 1100 - Veterans - Site											
Asset Type: Site Development											
Cloverdale Veterans Memorial Site	1S	1900	117	-	1	0	0	0	0.00	0	0.00
Cotati Veterans Memorial Site	11301S	1900	117	-	1	259,138	237,349	278,960	1.18	304,569	1.18
Guerneville Veterans Memorial Site	11011S	1900	117	-	1	197,922	181,280	153,152	0.84	167,211	0.84
Occidental Veterans Memorial Site	11031S	1900	117	-	1	203,994	186,842	122,742	0.66	134,010	0.66
Petaluma Veterans Memorial Site	11311S	1900	117	-	1	855,601	783,661	123,431	0.16	134,762	0.16
Santa Rosa Veterans Memorial Site	11101S	1900	117	-	1	3,184,830	2,917,045	3,295,302	1.13	3,597,810	1.13
Sebastopol Veterans Memorial Site	11201S	1900	117	-	1	497,521	455,689	208,842	0.46	228,014	0.46
Sonoma Veterans Memorial Site	11321S	1900	117	-	1	741,119	678,804	0	0.00	0	0.00
Subtotal for Site Development					8	5,940,125	680,084	4,182,429	0.77	4,566,376	0.74
Campus Name: 1100 - Veterans - Site						5,940,125		4,182,429	0.77	4,566,376	0.74

Facilities Asset List – Other

Other Buildings

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Building											
Guerneville Library	05056	1980	37	Assembly (Auditorium, Theater)	3,000	2,444,821	746	457,577	0.20	725,063	0.30
Orenda Center	05112	1961	56	Housing - Dormitory	13,440	11,764,832	802	4,088,251	0.38	6,890,129	0.59
Petaluma City Hall Annex	05202	1971	46	Office	8,000	6,811,772	780	2,870,712	0.46	5,099,477	0.75
Sheriff Sonoma Substation	05312	2006	11	Fire/Police Station	5,208	3,811,369	670	338,249	0.10	1,054,290	0.28
Youth Camp Main Building Probation Camp	05024	1972	45	Housing - Dormitory	4,277	3,624,983	776	1,754,267	0.53	3,089,849	0.85
Youth Camp Shop	05025	1974	43	Classroom / Training	4,300	2,05,655	437	580,024	0.31	1,148,333	0.56
Subtotal for Building					38,225	30,510,433	731	10,089,080	0.36	18,007,141	0.55

Other Sites

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Campus Name: 5000 - Other						30,510,433		10,089,080	0.36	18,007,141	0.55
Campus Name: 5000 - Other - Site											
Asset Type: Site Development											
Guerneville Library Site	05056S	1900	117	-	1	134,849	123,511	0	0.00	0	0.00
Orenda Center Site	05112S	1900	117	-	1	525,753	481,547	467,300	0.97	510,198	0.97
Petaluma City Hall Annex Site	05202S	1900	117	-	1	0	0	0	0.00	0	0.00
Sheriff Sonoma Substation Site	05312S	1900	117	-	1	0	0	0	0.00	0	0.00
Youth Camp Main Building Probation Camp Site	05024S	1900	117	-	1	359,159	328,961	246,159	0.75	268,757	0.75
Youth Camp Shop Site	05025S	1900	117	-	1	354,535	324,725	405,907	1.25	443,169	1.25
Subtotal for Site Development					6	1,374,296	209,791	1,119,366	0.89	1,222,124	0.99
Campus Name: 5000 - Other - Site						1,374,296		1,119,366	0.89	1,222,124	0.99
Region Name: County of Sonoma						2,027,475,736		505,074,443	0.27	921,727,133	0.66
Summary						2,027,475,736		505,074,443	0.27	921,727,133	0.66



DEVELOPMENT SERVICES REGIONAL PARKS

Sonoma County Regional Parks

Overview

Department Mission

Regional Parks' mission is to create healthy communities and contribute to the economic vitality of Sonoma County by acquiring, developing, managing and maintaining parks and trails county-wide. Regional Parks preserves irreplaceable natural and cultural resources, and offers opportunities for recreation and education to enhance the quality of life and well-being of residents and visitors to Sonoma County.

Facility Objectives

The Sonoma County Regional Parks Department is charged under the Sonoma County General Plan to include proposed acquisition or development of lands for parks and trails in its five-year capital improvement plan. This Plan includes proposals to acquire, plan, and develop park properties for parks and trails. Regional Parks currently operates and maintains 55 park and trail facilities consisting of over 11,000 acres.

The Five-Year Capital Improvement Plan includes the goals and projects identified in the County General Plan and other county planning documents. This Plan also recognizes the goals of the County's Area and Specific Plans, the Local Coastal Plan, and the Bicycle and Pedestrian Plan. This plan recommends projects included in the Open Space District's Long-Range Acquisition Plan, *Connecting Communities with the Land*. Regional and State plans such as the Bay Area Conservation Lands Network and the California Outdoor Recreation Plan inform the strategic importance and community need for projects. Regional and State plans and legislation also guide projects such as the California Coastal Trail, San Francisco Bay Trail, and the Bay Area Ridge Trail.

The capital improvement projects included

in this five-year plan are designed to meet the increased demand for outdoor recreation facilities from both residents and visitors to Sonoma County. It is estimated that park and trail facilities operated by Regional Parks serve the recreation needs of more than 6 million visits a year.

Process

The Sonoma County Regional Parks Department secures property and develops master plans for park facilities that address recreation, preservation, and conservation of natural and historic resources. The Department is responsible as the "lead agency" under the California Environmental Quality Act for environmental compliance of park and recreation improvement projects.

Scheduling of Projects

The Regional Parks Department uses a set of project ranking criteria to assist the Parks Director in drafting priorities and establishing expectations for new park and trail development. The Director recommends projects for the Five Year Capital Improvement Plan for Board of Supervisors approval. The Board also approves the Capital Projects Budget, which is informed by the first year of the Capital Improvement Plan. This project ranking was updated to reflect the Sustainability Management approach recommended in the 2010 Regional Parks Management Review Services Assessment. The goal of this approach is to achieve greater financial sustainability for the Department to support the growth and sustainability of outdoor recreation facilities in Sonoma County. The criteria are:

1. Strategic importance
2. Community need & benefit / estimated Public Use
3. Meeting deadlines imposed by grant

Sonoma County Regional Parks

- funding agency
4. Potential for value added opportunities to recover operating costs
 5. Readiness of project
 6. Legal requirements
 7. Health and safety requirements
 8. Availability of funds
 9. Assessment of grant funds for recreation that can be leveraged with local funds
 10. Long term operations and maintenance requirements

Financial Strategy

The Five-Year Capital Improvement Plan for FY 2018-19 to FY 2022-23 identifies 122 projects for acquiring, planning, and developing new park and trail facilities as well as renovating existing facilities. Because Regional Parks receives little to no general fund revenue towards capital improvements, Regional Parks has developed a robust financial strategy to acquire and develop a broad portfolio of new park facilities identified in the county General Plan and other policy documents.

Regional Parks' financial strategy for capital projects begins with the only dedicated funding source for park capital projects: Park Mitigation Fees collected from new residential development in the unincorporated county. Regional Parks maximizes the value of those fees in two ways. The fees are used as seed money to develop project descriptions and cost estimates in order to jump start successful funding proposals for individual projects. Additionally, Regional Parks leverages those fees as a local match towards competitive federal, state, local, and private grants at a substantial ratio. For example, in FY 2017-18,

Regional Parks is leveraging Park Mitigation Fees towards other funding sources at a ratio of 1 to 10. So far in FY 2018-19, Regional Parks plans to leverage at a ratio of 1 to 7.

Second, Regional Parks pursues a diverse grant portfolio to provide financial stability and diversity in types of projects. This Five-Year Capital Project Plan includes secured funding from 53 separate funding sources, frequently with multiple projects from the same funder. Competitive grant programs often serve specific needs, such as river access, habitat restoration, bikeways, recreational trails, underserved populations, and boating facilities. Therefore, by pursuing a diversity of funding sources, Regional Parks can better adjust to variations in the economy while better meeting the needs of the community.

Third, consistent with the 2010 Regional Parks Management Review Services Assessment, Regional Parks has continued to expand and develop partnerships in all areas of the department, including in capital projects. This includes working with other governments, agencies, organizations, and individuals to realize both project funding, in-kind donations, and joint development responsibilities. This approach expands the Department's capacity to provide new park development services to the community, including resource management and property stewardship improvements. When these park improvement projects are achieved with Regional Parks' partnership, they improve assets but are not necessarily visible in the Five Year Capital Improvement Plan.

Fourth, because the diverse and specialized grant sources can significantly vary from year to year, it is essential that the Capital Improvement Plan contains flexibility that allows priorities to be adjusted to take advantage of emerging funding opportunities and modified funding requests.

Sonoma County Regional Parks

Park Funding Climate

The economic recession impacted local, state, and federal revenue sources traditionally used by Regional Parks for acquisition, planning, and development. However, after a significant decline, local revenue from Park Mitigation Fees, sales-tax generated Measure M (Sonoma County Transportation Authority) and Measure F (Sonoma County Agricultural Preservation and Open Space District) has stabilized and is gradually increasing to pre-recession levels. In addition, after several years of reduced state bond-funded grants, the Proposition 1 Water Bond was approved by voters in November 2014. A new Park Bond and Water Bond are proposed for the June and November ballots. If successful, these would result in significant funding for park capital projects.

This Five-Year Capital Improvement Plan estimates secured and pending funding of \$7,894,274 for 2018-19 to 2022-23, and an additional need for \$69,660,970.

Operations and Maintenance Costs of New Parks & Trails

Funding for ongoing operations and maintenance associated with new parks, trails and visitor amenities has been funded by the Sonoma County Transient Occupancy Tax and user fees, memberships, and other revenues. Additionally, the Agricultural Preservation and Open Space District has contributed funding for new parklands transferred to Regional Parks for the first 3 years of operations and maintenance. The operations and maintenance expenses associated with park acquisition and development are included in the department's FY 2018-19 budget submittal. This current fiscal year, Transient Occupancy Tax provides \$2.65 million of funding, and Regional Parks is working with the County Administrator's Office to determine future sources of funding for operations and maintenance that could

include additional Transient Occupancy Tax, fees, donations or other sources. Regional Parks will be returning to the Board for approval on a project by project basis to present and request funding for operations and maintenance costs associated with new parks, trails and visitor amenities.

Overview of Funding Sources

1. Federal Funding

Community Development Block Grant

The Sonoma County Community Development Commission manages the Housing and Urban Development's Community Development Block Grant funding. Regional Parks annually requests funding for the highest priority access barrier removal improvement projects based on the County's Self Evaluation and Transition Plan. Annual grant funding awarded to Regional Parks is from \$30,000 to \$165,000.

Coastal Impact Assistance Program

The Energy Policy Act of 2005 authorized the disbursement of Outer Continental Shelf revenues (oil drilling) to impacted states and coastal counties. This program is managed by U.S. Fish and Wildlife Service. Sonoma County's current share was allocated to Bodega Bay Trail – Coastal Prairie Trail.

North American Wetlands Conservation Act

The U.S. Fish & Wildlife Service provides matching grants to organizations and individuals who have developed partnerships to carry out wetland conservation projects in the United States, Canada, and Mexico. The grant program requires a dollar for dollar match. The North American Wetlands Conservation Act is a possible source for future creek and lake

Sonoma County Regional Parks

restoration funding.

Recreational Trails Program

The Recreational Trails Program provides funds for recreational trails and trails-related projects. The Recreational Trails Program is Federal Highway Administration funding administered for competitive grants at the state level by State Parks and Caltrans. Several trail projects that could potentially be funded by the Recreational Trails Program have been identified in this document. Most recently, \$1.7 million was awarded to build 8 miles of trail at Taylor Mountain.

Land and Water Conservation Fund

The Land and Water Conservation Fund program annually funds the acquisition and development of outdoor recreation areas and facilities. The Land and Water Conservation Fund is National Parks Service funding administered for competitive grants at the state level by State Parks. In recent years, approximately \$2 million has been available state-wide for local agencies. Additional funding is available for state agencies. Regional Parks secured state-apportioned funding for our Bodega Bay Trail Project where it crosses State Parks land. Regional Parks has requested this funding for Mark West Creek Acquisition.

2. State Bond Funding

California Proposition 68 – the Parks, Environment, and Water Bond - is on the June 2018 ballot. This would authorize \$4 billion for state and local parks, environmental protection and restoration projects, water infrastructure projects, and flood protection projects. This would fund the creation and expansion of parks in park-poor neighborhoods, allocate per capita grants for improving local parks, and grants to local jurisdictions whose voters passed local

measures between 2012 and 2018 to improve local or regional park infrastructure. If passed, this would also support state conservancies, and funding for Wildlife Conservation Board and Department of Fish and Wildlife grants

In the past, allocations and competitive grants from Bond Measure funding offered opportunities to secure funding for park or trail acquisition and development. These included the 2000 Parks Bond (Prop 12), the 2000 Clean Water Bond (Prop 13), the 2002 Resources Bond (Prop 40), the 2002 Clean Water Bond (Prop 50), the 2006 Safe Drinking Water Bond (Prop 84), and the 2006 Housing Bond Act (Prop 1C).

The 2014 Water Bond is now available for grant funding from state agencies including the State Coastal Conservancy, Fish & Wildlife, and Natural Resources. Regional Parks is closely monitoring and applying for competitive grant funding when it is available and aligns with projects included in this plan. A second Water Bond will be proposed to voters in November 2018.

3. Other State Funding

State Parks

The Habitat Conservation Fund annually awards \$2 million statewide for protecting, restoring, and enhancing wildlife habitat and fisheries, vital to maintain California's quality of life. This includes funding for acquiring habitat and restoring or enhancing wetlands and riparian habitat. This funding program is available through FY 2019-2020.

The State Parks Division of Boating and Waterways funds both motorized and non-motorized Boat Launching Facilities through the Harbors and Watercraft Revolving Fund. Regional Parks' projects along the Russian River and in Bodega Harbor have benefited from these grants. Funding for additional coastal and

Sonoma County Regional Parks

river boating access will be sought.

4. Transportation Funding

With the passage of Measure M (Traffic Relief Act for Sonoma County) by voters in November 2004, a ¼ cent sales tax funds transportation needs throughout the County through 2024. Of this funding, 4% is for bicycle and pedestrian projects. Three Regional Parks Class 1 bikeway projects are being funded by Sonoma County Transportation Authority. Regional Parks' projects include the Central Sonoma Valley Trail, Sonoma-Schellville Trail, and the Bodega Bay Bicycle and Pedestrian Trail. Funding allocations for these three projects are included in the Five-Year Capital Improvement Plan. An extension of this funding may be proposed to voters in 2018.

The Metropolitan Transportation Commission manages grant funding programs including Transportation Development Act, Lifeline, Transportation for Livable Communities, One Bay Area, and Congestion Mitigation and Air Quality. Caltrans manages grant funding programs including Active Transportation Program, Community-Based Transportation Planning and Safe Routes to School. Regional Parks will seek grant funding for bikeway projects.

5. Local Funding

As described in the Financial Strategy section, the Park Mitigation Fee Trust fund is essential to the success of applying for competitive grants at the state and federal level as a source of local matching funds. This is the fee paid by developers of new residential housing units in the unincorporated areas of the County. The recession reduced the number of new housing units constructed in the unincorporated areas of Sonoma County in prior years. However, housing development is now experiencing moderate growth. Projections for park mitigation fee revenue reflect a recent growth in housing

development and fees were increased for the current fiscal year. A nexus study process is underway to determine the appropriate fees for parks, roads, and potentially other county services.

6. Sonoma County Agricultural Preservation & Open Space District

With the reauthorization of the ¼ cent sales tax by voters in November 2006, the District secured funding for the acquisition, preservation and protection of land within the County through 2031. The District continues to be an invaluable partner creating new and expanded Regional Parks and Open Space Preserves.

A number of Regional Parks' projects have been supported by the District's annual Matching Grant Program. In addition, Regional Parks partners with other agencies to complete priority acquisition and development projects.

Regional Parks is working with the District to accept transfer of recreation properties including Carrington Ranch, and we anticipate Calabazas Creek Preserve, Poff Ranch Preserve, and others. Regional Parks will be requesting funding for initial public access, operation and management. The District also contracts with Regional Parks for park planning and development services and maintenance.

7. Sonoma County Water Agency

Regional Parks is working with the Sonoma County Water Agency to develop bikeways along channels under their jurisdiction, such as Santa Rosa Creek, Colgan Creek, Copeland Creek, Bellevue Creek, and the Laguna de Santa Rosa. We are pursuing joint grant funding opportunities for those projects, along with projects at Riverfront Regional Park, and Spring Lake Park. This Capital Improvement

Sonoma County Regional Parks

Plan proposes ten additional projects from the Sonoma County Bicycle and Pedestrian Plan/General Plan that are on Agency-managed creek channels.

8. Sonoma County Regional Parks Foundation

Regional Parks works closely with the Parks Foundation for securing donations and for expanding specific project fundraising efforts for specific capital projects. The Foundation raised over \$50,000 in a challenge grant for renovation and improvements at Helen Putnam Regional Park and helped secure a \$1.7 million federal grant for 8 miles of new trails at Taylor Mountain by raising \$80,000 in local matching funds. The *Funky Fridays* event series raised funds for park and trail projects at Hood Mountain. Current priority campaigns include Doran Beach Regional Park and the natural play area for Taylor Mountain.

Arnold Field Improvements

Function Area:

DS

Department/Division:

Regional Parks / 6 - Sonoma Valley

Request: RP19015

Project Description



This project includes replacing Arnold Field lights on existing poles with LED lights. This will reduce energy use and maintenance costs.

Project Cost by Phase	
Acquisition:	0
Design/PM:	25
Construction:	190
Furniture/Reloc:	0
Other:	0
Project Total:	215

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:

Revenue/Refund:

Service Impact:

No change.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Cell Tower Funding	0	0	185	0	0	0	0	185	0	185
Sonoma Valley Athletic Club	0	0	30	0	0	0	0	30	0	30
TOTALS:	0	0	215	0	0	0	0	215	0	215

All Values are presented in Thousands (1 x 1000)

Bay Area Ridge Trail - Acquisition and Planning

Function Area:

DS

Request: RP16080

Department/Division:

Regional Parks / 5 - South County

Project Description



The project is to acquire and develop Sonoma County's portions of the continuous 550 mile Bay Area Ridge Trail. Sections of the Bay Area Ridge Trail are identified in the Sonoma County General Plan and Sonoma County's Integrated Parks Plan.

This project includes sections of the Ridge Trail not already identified in other Regional Park and State Park capital projects. This includes assessing trail alignments from the Marin County line into Petaluma, and from Petaluma to North Sonoma Mountain, and will evaluate Regional Parks and Sonoma County Agricultural Preservation & Open Space District lands. Active discussions with landowners and partners are in progress.

Regional Parks is also collaborating with the Bay Area Ridge Trail Council on a gap analysis grant for acquisition and construction planning of future trail segments, which may lead to future grant funding.

Project Cost by Phase	
Acquisition:	25
Design/PM:	20
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	45

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:
Revenue/Refund:

Service Impact:

Planning for future project.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-5	3	9	8	5	0	0	0	13	0	25
Unfunded	0	0	20	0	0	0	0	20	0	20
TOTALS:	3	9	28	5	0	0	0	33	0	45

All Values are presented in Thousands (1 x 1000)

Bay Trail - Petaluma

Function Area:

DS

Department/Division:

Regional Parks / 5 - South County

Request: RP07050

Project Description



Trail acquisition, planning, and construction for approximately 2 miles of Class 1 trail. Only a portion of the Bay Trail has been constructed in Sonoma County. Of the 29 total miles of Bay Trail proposed for Sonoma County, 13.6 miles have been completed or are under construction. Once completed, this trail would complete part of the San Francisco Bay Trail, which envisions a 500 mile shoreline trail for hiking and bicycling around the bay.

The Association of Bay Area Governments awarded \$100,000 (funding split between the two Bay Trail projects) to Regional Parks to prepare an engineering study for the Sears Point Trail Connection. This 0.8-mile trail gap will connect Sonoma Land Trust's Sears Point Wetland Restoration Project 2.4 mile trail with the 8.1 mile Tolay Creek Trail in the San Pablo Bay National Wildlife Refuge. The engineering study was completed in March 2018 and identified four alternatives with implementation costs over \$1 million.

This is project number 206F in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways. A future project is the Petaluma Marsh Trail, identified as project number 200 in the Bikeways Plan.

Project Cost by Phase	
Acquisition:	200
Design/PM:	200
Construction:	1,626
Furniture/Reloc:	0
Other:	0
Project Total:	2,026

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	24
Other:	0
OM Total:	24

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Association of Bay Area Governments	24	26	0	0	0	0	0	0	0	50
Park Mitigation Fees-5	28	53	0	15	15	15	15	60	0	141
Unfunded	0	0	0	250	250	250	250	1,000	835	1,835
TOTALS:	51	79	0	265	265	265	265	1,060	835	2,026

All Values are presented in Thousands (1 x 1000)

Bay Trail - Sonoma

Function Area:

DS

Department/Division:

Regional Parks / 6 - Sonoma Valley

Request: RP07063

Project Description



Trail acquisition, planning, and construction for approximately 2 miles of Class 1 trail. Only a portion of the Bay Trail has been constructed in Sonoma County. Of the 29 total miles of Bay Trail proposed for Sonoma County, 13.6 miles have been completed or are under construction. Once completed, this trail would complete part of the San Francisco Bay Trail, which envisions a 500 mile shoreline trail for hiking and bicycling around the bay.

The Association of Bay Area Governments awarded \$100,000 (funding split between the two Bay Trail projects) to Regional Parks to prepare an engineering study for the Sears Point Trail Connection. This 0.8-mile trail gap will connect Sonoma Land Trust's Sears Point Wetland Restoration Project 2.4 mile trail with the 8.1 mile Tolay Creek Trail in the San Pablo Bay National Wildlife Refuge. The engineering study was completed in March 2018 and identified four alternatives with implementation costs over \$1 million.

This is project number 206F and a high priority in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways. This half of the Bay Trail also includes project numbers 206A, 206B, 206C, and 206E.

Project Cost by Phase	
Acquisition:	160
Design/PM:	268
Construction:	840
Furniture/Reloc:	0
Other:	0
Project Total:	1,268

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	55
Other:	0
OM Total:	55

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Association of Bay Area Governments	24	26	0	0	0	0	0	0	0	50
Park Mitigation Fees-6	108	23	0	15	5	5	0	25	0	157
Unfunded	0	0	31	170	490	370	0	1,061	0	1,061
TOTALS:	132	50	31	185	495	375	0	1,086	0	1,268

All Values are presented in Thousands (1 x 1000)

Bellevue Creek Trail

Function Area:

DS

Department/Division:

Regional Parks / 5 - South County

Request: RP16053

Project Description



Acquisition and development of a 4.74-mile trail from Stony Point to Petaluma Hill Road, located along the Water Agency's Bellevue-Wilfred channel, crossing Open Space District property, the Sonoma Marin Area Rail Transit corridor, and Highway 101. This project will create a safe non-motorized transportation and recreation route and trailheads, connecting Rohnert Park and Cotati to the regional trails.

Phase 1 will construct approximately 2 trail miles from the Laguna Bikeway to the railway corridor trail, estimated cost of \$1,300,000. Phase 2 will construct approximately 2.5 trail miles, from Roberts Lake to Petaluma Hill Road, estimated as \$1,000,000. Phase 3, from the railway corridor trail to Roberts Lake Road including a bridge crossing Highway 101 is approximately 0.24 miles, estimated to cost over \$1,000,000 and may need a highway crossing feasibility study to determine most appropriate crossing approach.

This is project number 195 in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways. This project is also identified in the City of Rohnert Park General Plan. Park Mitigation Fees would provide initial funding for planning work and leverage grant funding. The project will begin when funding is secured.

Project Cost by Phase	
Acquisition:	0
Design/PM:	379
Construction:	1,896
Furniture/Reloc:	0
Other:	0
Project Total:	2,275

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	75
Other:	0
OM Total:	75

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-5	2	14	0	15	15	0	0	30	0	46
Unfunded	0	0	0	344	870	515	500	2,229	0	2,229
TOTALS:	2	14	0	359	885	515	500	2,259	0	2,275

All Values are presented in Thousands (1 x 1000)

Bodega Bay Bike & Pedestrian Trail - Coastal Harbor

Function Area:

DS

Request: RP09010

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description



The 1 mile Coastal Harbor Trail phase of the Bodega Bay Trail, as identified in the 2005 Bodega Bay Bicycle and Pedestrian Trails Study, connects to the Coastal North Harbor Trail, starts at Eastshore Road, and continues over county tidelands as an elevated boardwalk until it connects to Smith Brothers Road. The project provides a safe north-south route for walking and cycling residents and visitors to use along a popular stretch of Highway 1. The trail will be separated from the road and provide non-motorized access to local businesses such as Lucas Wharf and Tides Wharf, as well as State and County Parks.

This project is identified as number 197G and a high priority in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways. This trail would complete part of the California Coastal Trail.

Project Cost by Phase	
Acquisition:	174
Design/PM:	400
Construction:	2,000
Furniture/Reloc:	0
Other:	0
Project Total:	2,574

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	25
Other:	0
OM Total:	25

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Measure M	0	0	0	0	0	50	0	50	0	50
Park Mitigation Fees-1	145	3	0	4	10	15	10	39	0	187
State Coastal Conservancy	75	0	0	0	0	0	0	0	0	75
Unfunded	0	0	0	0	0	110	2,152	2,262	0	2,262
TOTALS:	220	3	0	4	10	175	2,162	2,351	0	2,574

All Values are presented in Thousands (1 x 1000)

Bodega Bay Bike & Pedestrian Trail - Coastal North Harbor

Function Area:

DS

Request: RP09004

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description



The 0.32 mile Coastal North Harbor Trail section of the Bodega Bay Trail, as planned in the 2005 Bodega Bay Bicycle and Pedestrian Trails Study, connects to the completed Coastal Prairie Trail. The trail section starts at the Bodega Bay Community Center, continues through Sonoma Coast State Park and its Bodega Dunes Campground, ending at Eastshore Road near the Porto Bodega Marina and RV Park. The trail will be located on uplands and cross seasonal wetlands, requiring boardwalks to protect habitat.

The California State Coastal Conservancy awarded \$100,000 in 2016 to fund the project environmental review, design and engineering, plans and specifications, and regulatory permits. The trail project will become eligible for construction funding after the successful completion of these tasks.

This project is identified as number 197F and a high priority in the adopted 2010 County Bikeway Plan, which also designates Regional Park s as responsible for establishing and maintaining Class 1 bikeways. The trail will provide pedestrians and bicyclists traveling through Bodega a safe alternative to Highway 1. This trail would complete part of the planned 1,200-mile California Coastal Trail.

Project Cost by Phase	
Acquisition:	0
Design/PM:	315
Construction:	1,510
Furniture/Reloc:	0
Other:	0
Project Total:	1,825

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	7
Other:	0
OM Total:	7

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	10	0	0	0	0	0	0	0	0	10
Measure M	0	0	300	0	0	0	0	300	0	300
Park Mitigation Fees-1	25	10	10	15	0	0	0	25	0	60
State Coastal Conservancy	34	66	0	0	0	0	0	0	0	100
Unfunded	0	0	250	1,090	5	5	5	1,355	0	1,355
TOTALS:	69	76	560	1,105	5	5	5	1,680	0	1,825

All Values are presented in Thousands (1 x 1000)

Bodega Bay Bike & Pedestrian Trail - Smith Brothers Road

Function Area:

DS

Request: RP15050

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description



Construct a 0.65 mile of Class 1 trail along the entire length of Smith Brothers Road to the Bird Walk Coastal Access Trail. This trail would connect to the planned Bodega Bay Trail – Coastal Harbor Trail segment to the north. The trail alignment can be located within the public road right of way and on State Coastal Conservancy-owned parcels along the west side of Smith Brothers Road. Initial funding has been secured for project design and environmental review. Fundraising continues in order to secure construction funding. Once completed, the trail will be located away from Highway 1 and provide bicyclists and pedestrians safe passage to Doran Beach Regional Park, Bodega Harbor Yacht Club, the Post Office, and local businesses.

This project is identified as number 197C and as high priority in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways. This trail would complete part of the California Coastal Trail.

Project Cost by Phase	
Acquisition:	0
Design/PM:	190
Construction:	320
Furniture/Reloc:	0
Other:	0
Project Total:	510

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	7
Other:	0
OM Total:	7

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	0	25	0	0	0	0	0	0	0	25
Major Maintenance	0	5	0	0	5	0	0	5	0	10
Measure M	0	0	50	100	0	0	0	150	0	150
Metropolitan Transportation Commission	0	0	0	25	0	0	0	25	0	25
Park Mitigation Fees-1	8	2	0	0	0	0	0	0	0	10
Unfunded	0	0	35	255	0	0	0	290	0	290
TOTALS:	8	32	85	380	5	0	0	470	0	510

All Values are presented in Thousands (1 x 1000)

Bodega Bay Dredging

Function Area:

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Request: RP07066

Project Description



Project includes planning, permitting, and implementing marina and Bodega Harbor channel dredging. Project is necessary to support the commercial fishing industry and benefits recreational boaters. This includes access to boating facilities managed by Regional Parks.

Regional Parks coordinates the project for the marinas and public and private boat launch facilities, with the United States Army Corps of Engineers coordinating efforts for the federal channel, in order to consolidate costs related to regulatory permit and environmental compliance conditions, and construction related costs including mobilization, dredging, and disposal. The Corps of Engineers completed dredging of the federal channel in October 2017. Mitigation of dredging activity and dredging for Regional Parks managed facilities remains. This includes dredging work for Westside and Doran boat launches, Sport Fishing Center, and Spud Point and Mason's Marinas.

Project Cost by Phase	
Acquisition:	0
Design/PM:	100
Construction:	177
Furniture/Reloc:	0
Other:	0
Project Total:	277

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	

Service Impact:

No Change

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Tidelands	277	0	0	0	0	0	0	0	0	277
TOTALS:	277	0	0	0	0	0	0	0	0	277

All Values are presented in Thousands (1 x 1000)

Calabazas Creek Preserve

Function Area:

DS

Department/Division:

Regional Parks / 6 - Sonoma Valley

Request: RP15080

Project Description



Project includes acquisition and developing initial public access of the 1,290-acre Calabazas Creek Ranch located in the Mayacamas Mountains on the east side of Sonoma Valley, acquired in 2004 by the Sonoma County Agricultural Preservation & Open Space District. The resource management plan was adopted in 2017, which, when implemented, will address natural resource measures and inform public access planning. The preserve protects critical headwaters to Sonoma Creek and will provide miles of diverse trail experience in a near wilderness setting. Future trail connections anticipate connecting the preserve with Sugarloaf Ridge State Park to the north and the Sonoma Valley Bike Trail along the Highway 12 corridor. Regional Parks is collaborating with Sonoma County Agricultural Preservation & Open Space District on project funding options and the property transfer in fiscal year 18-19. This property was impacted by the October 2017 fires and the property transfer has been delayed to accommodate recovery efforts by the Open Space District.

Project Cost by Phase	
Acquisition:	20
Design/PM:	250
Construction:	1,238
Furniture/Reloc:	0
Other:	0
Project Total:	1,508

Operation and Maintenance Cost	
Utilities:	5
Maintenance:	56
Other:	-20
OM Total:	41

Personnel:	0
Revenue/Refund:	20

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-6	2	14	0	0	0	0	0	0	0	16
Unfunded	0	14	0	110	500	250	0	860	618	1,492
TOTALS:	2	28	0	110	500	250	0	860	618	1,508

All Values are presented in Thousands (1 x 1000)

California Coastal Trail

Function Area:

DS

Request: RP15058

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description



The project is to acquire and develop Sonoma County's portion of the continuous 1,200 mile California Coastal Trail. This project is identified in the Sonoma County General Plan, Local Coastal Plan, Sonoma County Agricultural Preservation & Open Space District's long range acquisition plan Connecting Communities and the Land. The California Coastal Trail is designated at the state and federal level as a Millennium Legacy Trail, and in 2001 state legislation called for its completion.

This project includes sections of the California Coastal Trail not already identified in other Regional Park and State Park capital projects. There are active negotiations in several locations. The overall project cost is not fully known at this time due to varying property access parameters and environmental constraints, but is estimated to cost at least \$1 million to complete.

Project Cost by Phase	
Acquisition:	400
Design/PM:	150
Construction:	450
Furniture/Reloc:	0
Other:	0
Project Total:	1,000

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	50
Other:	0
OM Total:	50

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining new facility. Amount to be determined.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-1	5	5	5	5	5	5	0	20	0	30
Unfunded	0	0	0	160	165	170	150	645	325	970
TOTALS:	5	5	5	165	170	175	150	665	325	1,000

All Values are presented in Thousands (1 x 1000)

Carrington Ranch Preserve

Function Area:

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Request: RP13001

Project Description



Project includes acquisition and developing initial public access of the 335-acre Carrington Ranch located immediately north of Bodega Bay on Highway 1, acquired in 2003 by the Sonoma County Agricultural Preservation & Open Space District. The project will update and implement the Carrington Ranch Immediate Public Use Plan completed in 2011 that contains hiking trails, boardwalks, including a section of the California Coastal Trail, interpretive features, picnic facilities, gravel parking lot, rangeland management infrastructure, and cultural and ecological resource protection. Regional Parks is collaborating with Sonoma County Agricultural Preservation & Open Space District on project funding options and planning property transfer in 2018. This transfer is delayed due to staff resources focused on wildfire recovery efforts.

Long term development options for additional facilities not in the Immediate Public Use Plan will be considered in a future master plan, once the Plan has been implemented and adaptive management recommendations can be considered.

Project Cost by Phase	
Acquisition:	15
Design/PM:	225
Construction:	625
Furniture/Reloc:	0
Other:	0
Project Total:	865

Operation and Maintenance Cost	
Utilities:	6
Maintenance:	70
Other:	-25
OM Total:	51

Personnel:	0
Revenue/Refund:	25

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-1	8	1	5	2	0	0	0	7	0	15
Unfunded	0	0	150	650	50	0	0	850	0	850
TOTALS:	8	1	155	652	50	0	0	857	0	865

All Values are presented in Thousands (1 x 1000)

Central Sonoma Valley Trail

Function Area:
DS

Request: RP07059

Department/Division:
Regional Parks / 6 - Sonoma Valley

Project Description



The goal of this project is to create a safe route for pedestrians and bicyclists parallel to Highway 12, between Maxwell Farms Regional Park on Verano Avenue and Agua Caliente Road. This multi-phased project anticipates completing 2.76 trail miles. The first trail segment was completed in Larson Park in 2011. Three new bikeways portions were completed in 2017. The Sonoma Charter School-Vailetti Property Trail segment was constructed as a part of a private mixed-use development. This 0.31 mile segment is between Vailetti Drive and Depot Road. The 0.11 mile Flowery School Trail segment was constructed between Depot Road and Larson Park. The 0.31 mile Verano Avenue Trail segment starts at Main Street and continues west on the north side of Verano Avenue to Sonoma Creek. Several more trail sections will be completed when right-of-way is secured with additional funding.

This project is identified as high priority and listed as number 90 in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	206
Design/PM:	208
Construction:	1,068
Furniture/Reloc:	0
Other:	0
Project Total:	1,482

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	9
Other:	0
OM Total:	9

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Measure L	0	155	0	0	0	0	0	0	0	155
Measure M	63	100	0	0	0	0	0	0	0	163
Metropolitan Transportation Commission	50	500	0	0	0	0	0	0	0	550
Park Mitigation Fees-6	115	0	0	0	0	0	0	0	0	115
State Parks	51	0	0	0	0	0	0	0	0	51
Unfunded	0	0	0	0	0	0	448	448	0	448
TOTALS:	279	755	0	0	0	0	448	448	0	1,482

All Values are presented in Thousands (1 x 1000)

Cloverdale River Park Phase 4

Function Area:

DS

Department/Division:

Regional Parks / 2 - North County

Request: RP15022

Project Description



Phase 4 includes the construction of a new permanent restroom, group picnic facilities, and other park amenities to better serve park visitors. Potential grant funding opportunities, such as the Division of Boating & Waterways, which support restrooms serving boat launch facilities, may be available in future grant cycles. Limited funding from Park Mitigation Fees is budgeted to pursue grant opportunities and provide project management. The Regional Parks Foundation is also providing funding through local donations for picnic sites, tree planting, and amenities.

Due to the high water table and lack of appropriate soils for on-site sewage disposal, permits for a septic system cannot be issued by Permit and Resource Management Department. City of Cloverdale utilities are no longer anticipated to be extended, therefore a pump out type of permanent restroom may need to be constructed.

Project Cost by Phase	
Acquisition:	0
Design/PM:	90
Construction:	166
Furniture/Reloc:	0
Other:	0
Project Total:	256

Operation and Maintenance Cost	
Utilities:	2
Maintenance:	14
Other:	0
OM Total:	16

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new structure.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund-Disabled Access	0	26	0	0	0	0	0	0	0	26
Park Mitigation Fees-2	0	55	25	0	0	0	0	25	0	80
Unfunded	0	0	75	75	0	0	0	150	0	150
TOTALS:	0	81	100	75	0	0	0	175	0	256

All Values are presented in Thousands (1 x 1000)

Coastal Trail Kashia Pomo

Function Area:

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Request: RP16020

Project Description



Regional Parks acquired an approximate 1-mile long trail easement and staging area from the Kashia Band of Pomo Indians of Stewarts Point Rancheria in 2015 in partnership with the Sonoma County Agricultural Preservation & Open Space District, Coastal Conservancy, and the Trust for Public Land. The project includes the development of the California Coastal Trail across the coastal bluffs of the spectacular Kashia Coastal Reserve, west of Highway 1. The project creates opportunities for dramatic views of Horseshoe Cove, whale watching, and creates a safe place for trail access along the rugged coastland rich with significant interpretive features. The trail also connects to a planned trailhead for a realigned Coastal Trail on Salt Point State Park to the south, as part of the 1,200 mile California Coastal Trail. Biological surveys and the public engagement process will begin in the spring of 2018. Design and engineering are anticipated to be completed in the fall of 2018, and the environmental and regulatory permit process completed in the spring of 2019. Based on securing all approvals and funding for construction, the project will be bid in the summer of 2019, and construction completed in 2020.

Project Cost by Phase	
Acquisition:	7
Design/PM:	276
Construction:	592
Furniture/Reloc:	0
Other:	0
Project Total:	876

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	15
Other:	5
OM Total:	20

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Open Space District	0	431	27	0	0	0	0	27	0	458
Park Mitigation Fees-1	12	0	0	0	0	0	0	0	0	12
State Coastal Conservancy	0	80	0	0	0	0	0	0	0	80
Unfunded	0	0	325	0	0	0	0	325	0	325
TOTALS:	12	511	352	0	0	0	0	352	0	876

All Values are presented in Thousands (1 x 1000)

Colgan Creek Bikeway Phase 2

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP15042

Project Description



This project includes constructing new or improving existing portions of the Colgan Creek Trail. This trail would connect to the Sonoma Marin Area Rail Transit bikeway, Southwest Santa Rosa, Taylor Mountain Regional Park and Preserve, Laguna de Santa Rosa Trail, and residential neighborhoods near the Sonoma County Fairgrounds and Kawana Springs.

The first segment includes planning and constructing 0.24 miles of trail from the Santa Rosa city limits to Taylor Mountain. The second segment includes replacing and repairing pavement along the existing 1.2 mile trail located on the north side of the creek channel between Stony Point Road and Bellevue Avenue. This trail segment provides access to students attending Bellevue Elementary and Elsie Allen High School. The third segment includes the planning and construction of 1.8 trail miles from Todd Road to Llano Road and 3 trailheads along the Sonoma County Water Agency-owned channel.

Trail development will depend on securing grant funding. The project numbers for the new segments are 86 and 211 in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	0
Design/PM:	267
Construction:	1,299
Furniture/Reloc:	0
Other:	0
Project Total:	1,566

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	8
Other:	0
OM Total:	8

Personnel:	0
Revenue/Refund:	

Service Impact:

No change for repaired area and increase for maintaining new facilities.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Major Maintenance	0	0	0	0	20	0	0	20	0	20
Park Mitigation Fees-4	1	7	3	12	15	15	15	60	0	68
Unfunded	0	0	0	0	460	435	130	1,025	453	1,478
TOTALS:	1	7	3	12	495	450	145	1,105	453	1,566

All Values are presented in Thousands (1 x 1000)

Copeland Creek Trail

Function Area:

DS

Department/Division:

Regional Parks / 5 - South County

Request: RP11051

Project Description



This project includes design and construction of a 2.6 mile Class 1 trail from Sonoma State University eastward to Crane Creek Regional Park. The project includes a mid-block signalized crossing of Petaluma Hill Road, trailhead/staging area, and switchbacks. This trail will provide a direct and safe connection for Rohnert Park, Cotati, and Sonoma State University residents to reach Crane Creek Regional Park. This project is associated with the separate Crane Creek Park Expansion project. Funding includes Sonoma County Agricultural Preservation & Open Space District Matching Grant to Rohnert Park, Metropolitan Transportation Commission, and Park Mitigation Fees. Additional funding will be sought to develop the trail.

Once completed, the trail will provide a connection to existing sections of Copeland Creek Trail in Rohnert Park from Sonoma State University extending westward 3.6 miles to the intersection of Hinebaugh Creek and Rohnert Park Expressway. This trail connects to the planned Laguna de Santa Rosa Bikeway. This trail also intersects the regional SMART Trail.

This is project number 191 in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	0
Design/PM:	208
Construction:	1,080
Furniture/Reloc:	0
Other:	0
Project Total:	1,288

Operation and Maintenance Cost	
Utilities:	3
Maintenance:	31
Other:	-12
OM Total:	22

Personnel:	0
Revenue/Refund:	12

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Metropolitan Transportation Commission	0	0	200	0	0	0	0	200	0	200
Open Space District	0	340	0	0	0	0	0	0	0	340
Park Mitigation Fees-5	15	15	30	25	0	0	0	55	0	85
Unfunded	0	0	663	0	0	0	0	663	0	663
TOTALS:	15	355	893	25	0	0	0	918	0	1,288

All Values are presented in Thousands (1 x 1000)

Crane Creek Park Expansion

Function Area:

DS

Department/Division:

Regional Parks / 5 - South County

Request: RP13054

Project Description



In partnership with the Sonoma County Agricultural Preservation and Open Space District and the City of Rohnert Park, this project will expand Crane Creek Regional Park by 75 acres and extend the existing Copeland Creek Trail from city limits through Sonoma State University to Crane Creek Regional Park.

The proposed acquisition will ensure protection of the headwaters of Hinebaugh Creek and the surrounding greenway from Sonoma State University east to the existing Crane Creek Regional Park. Hinebaugh Creek is a tributary to the ecologically rich and biologically diverse Laguna de Santa Rosa.

The City of Rohnert has acquired 128 acres of land bordered by Petaluma Hill Road on the west and Crane Creek Regional Park on the east. This property will be subdivided into a 53 acre lot and 75 acre lot. The City will retain 53 acres for the development of a service road and water tanks and will transfer the 75 acre lot to Regional Parks for the expansion of Crane Creek Regional Park. See the related Copeland Creek Trail project.

Project Cost by Phase	
Acquisition:	25
Design/PM:	50
Construction:	25
Furniture/Reloc:	0
Other:	0
Project Total:	100

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	10
Other:	-7
OM Total:	3

Personnel:	0
Revenue/Refund:	7

Service Impact:

O&M is captured under Copeland Creek Trail.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-5	35	25	0	40	0	0	0	40	0	100
TOTALS:	35	25	0	40	0	0	0	40	0	100

All Values are presented in Thousands (1 x 1000)

Doran Park - Boat Launch

Function Area:

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Request: RP10012

Project Description



Doran Beach Boat Launch is currently in need of renovations to improve accessibility for persons with disabilities and to replace aging structures and supporting amenities. This project is the design, environmental compliance, regulatory permitting, and construction of new boat launch facilities, including accessibility improvements. The design, environmental compliance, and permitting are complete and were funded by a prior year Division of Boating and Waterways planning grant. Regional Parks received Division of Boating & Waterways grant funding for construction, which is scheduled for fall 2018. Additional funding includes Disabled Access funding to assist with barrier removals as identified in the Sonoma County Self Evaluation and Transition Plan and dredging funding to assist with dredging of the boat launch area. Eelgrass mitigation and monitoring is required, and monitoring may continue for five years after construction completion.

Project Cost by Phase	
Acquisition:	0
Design/PM:	315
Construction:	920
Furniture/Reloc:	0
Other:	0
Project Total:	1,235

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	-5
OM Total:	-5

Personnel:	
Revenue/Refund:	5

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Boating & Waterways	110	990	0	0	0	0	0	0	0	1,100
Dredging Funding	0	0	10	0	0	0	0	10	0	10
General Fund-Disabled Access	0	80	0	0	0	0	0	0	0	80
Major Maintenance	0	35	0	0	0	0	0	0	0	35
Park Mitigation Fees-1	5	5	0	0	0	0	0	0	0	10
TOTALS:	115	1,110	10	0	0	0	0	10	0	1,235

All Values are presented in Thousands (1 x 1000)

Doran Park - Disabled Access Improvements

Function Area:

DS

Request: RP10013

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description



Disabled Access Improvements at Doran Park are based on the Sonoma County Self Evaluation & Transition Plan, a site specific accessibility survey prepared by a Certified Access Specialist, and feedback from disabled park users. The project involves barrier removal work and accessibility enhancements at several day use and camping areas, boat launching facilities, RV Sanitation Station, interpretive areas, and other amenities. The project is occurring in phases as funding from a variety of sources is secured. Remaining work includes modifications to path of travel at Jetty Campground and Cypress Day Use area, the showers at Miwok and Jetty campgrounds, accessible beach paths at Jetty Day Use and the Boardwalk, and additional accessible campsites. Funding sources will include Community Development Commission Block Grants, County ADA Program funding, Park Mitigation Fees, and the Division of Boating and Waterways for improvements and barrier removal work at the boat launch and related support facilities.

Project Cost by Phase	
Acquisition:	0
Design/PM:	278
Construction:	1,040
Furniture/Reloc:	0
Other:	0
Project Total:	1,318

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	5
Other:	0
OM Total:	5

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new improvements.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Community Development Block Grant	55	0	0	0	0	0	0	0	0	55
General Fund-Disabled Access	343	70	0	0	0	0	0	0	0	413
Park Mitigation Fees-1	0	0	0	0	0	0	0	0	0	0
Unfunded	0	0	150	200	0	0	0	350	500	850
TOTALS:	398	70	150	200	0	0	0	350	500	1,318

All Values are presented in Thousands (1 x 1000)

Doran Park - Major Maintenance

Function Area:

DS

Request: RP14062

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description



This project includes various improvements at Doran Beach Regional Park. Cove Restroom and Shower Building: This replaces the prefabricated restroom that has exceeded its lifespan with a permanent masonry restroom and shower building. The Cove restroom and shower serves 81 campsites and day use visitors to the adjacent boardwalk and beach. Construction was completed in 2016.

Rip Rap Repair: Shoreline protection at Doran Park needs major maintenance due to several environmental factors. The boat launch and part of the road along the Jetty Campground have recently been repaired to replace rip rap lost as a result of storm damage and increased tidal surges. Additional areas still need rip rap repair in order to protect the access road to the Jetty Day Use area, and the shoreline behind the Fish Cleaning Station, Recreational Vehicle Sanitation Station, and park office and maintenance facilities.

Jetty Day Use Paving: This includes constructing drainage improvements and pavement rehabilitation at the Jetty Day Use area. This facility provides parking, a restroom and outdoor shower, beach access, picnicking, fishing, and interpretive information to the general public.

Project Cost by Phase	
Acquisition:	0
Design/PM:	190
Construction:	956
Furniture/Reloc:	0
Other:	0
Project Total:	1,146

Operation and Maintenance Cost	
Utilities:	1
Maintenance:	-7
Other:	0
OM Total:	-6

Personnel:
Revenue/Refund:

Service Impact:

Improvements reduce maintenance costs.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund	375	0	0	0	0	0	0	0	0	375
General Fund-Disabled Access	20	0	0	0	0	0	0	0	0	20
Major Maintenance	200	0	0	20	0	0	0	20	0	220
Unfunded	0	0	0	531	0	0	0	531	0	531
TOTALS:	595	0	0	551	0	0	0	551	0	1,146

All Values are presented in Thousands (1 x 1000)

Doran Park - Shell Restroom

Function Area:

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Request: RP18005

Project Description



A new restroom building between the Gull and Shell campgrounds is needed to provide adequate, accessible sanitary facilities to serve increased use at the park. Currently these campsites are served by composting toilets that are not accessible to persons with mobility impairments. The location of this new restroom was included in the Doran Park Master Plan, and the coastal development permit for the extension of sanitary sewer services and water to serve the park included this facility. Sewer hook-up fees have been paid and connections to the existing system were part of the agreement with the Bodega Bay Community Services District. Regional Parks Foundation successfully secured donation funding for planning, design, and construction of this restroom building. Construction is anticipated to be completed in summer 2018.

Project Cost by Phase	
Acquisition:	0
Design/PM:	70
Construction:	160
Furniture/Reloc:	0
Other:	0
Project Total:	230

Operation and Maintenance Cost	
Utilities:	5
Maintenance:	15
Other:	-20
OM Total:	0

Personnel:	
Revenue/Refund:	20

Service Impact:

Increase for maintaining new facility offset by increased revenue.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	10	160	0	0	0	0	0	0	0	170
Major Maintenance	0	0	60	0	0	0	0	60	0	60
TOTALS:	10	160	60	0	0	0	0	60	0	230

All Values are presented in Thousands (1 x 1000)

Doran Park - Visitor Center

Function Area:

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Request: RP17085

Project Description



This project includes feasibility planning for a new visitor center at Doran Beach Regional Park. Planning, design, and permitting requirements will inform cost estimates for construction.

Project Cost by Phase	
Acquisition:	0
Design/PM:	300
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	300

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining new structure. Amount to be determined.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	0	0	10	0	0	0	0	10	0	10
Unfunded	0	0	0	0	0	165	125	290	0	290
TOTALS:	0	0	10	0	0	165	125	300	0	300

All Values are presented in Thousands (1 x 1000)

Dutch Bill Creek Bikeway

Function Area:

DS

Department/Division:

Regional Parks / 3 - Russian River

Request: RP14027

Project Description



Planning and acquisition for a 5.5 mile trail from Occidental to Monte Rio along or parallel to the historic North Pacific Coast Railroad right-of-way. This project would create a safe and scenic trail within the redwood forest for residents and visitors to access the following communities and places of interests such as Occidental, Camp Meeker, Bohemia Ranch, Tyrone, Monte Rio, Monte Rio Creekside Park, vacation resorts, beaches, and the planned Russian River Trail.

The Dutch Bill Creek Trail was first listed as a project in the 1979 Sonoma County General Plan. The project was carried over into the 1989 Sonoma County General Plan and identified in subsequent documents such as the 1997 Sonoma County Bikeways Plan and identified as project 96 in the adopted 2010 Bicycle and Pedestrian Plan. The exact location of the trail has not yet been determined.

Regional Parks will seek partner and grant funding for a feasibility study. The study will include public outreach, evaluating existing site conditions and land ownership to determine the best route. The feasibility study will inform cost estimates for design, acquisition, and construction.

Project Cost by Phase	
Acquisition:	0
Design/PM:	205
Construction:	2,255
Furniture/Reloc:	0
Other:	0
Project Total:	2,460

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	50
Other:	0
OM Total:	50

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-3	0	15	50	15	20	20	0	105	0	120
Unfunded	0	0	0	0	155	185	0	340	2,000	2,340
TOTALS:	0	15	50	15	175	205	0	445	2,000	2,460

All Values are presented in Thousands (1 x 1000)

Environmental Discovery Center Redevelopment

Function Area:

DS

Request: RP11046

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description



The existing Environmental Education Center houses the most highly attended environmental education program in the county in a facility that will require approximately \$1,000,000 of repairs and renovation in the near future. The current building structure shows significant signs of deterioration in the windows and exterior. With as of yet unidentified grant and partner funding, this project will renovate an existing facility and build a 2,000 square foot addition. The construction will double the education space, allowing room for volunteer training and the transformation of programs reflecting California's changing demographics. The expanded space will allow for increased programming and accessibility. The work also includes pavement rehabilitation at the Shady Oaks Picnic and Environmental Discovery Center parking lot, and improving trail connections to Spring Lake Park and the swimming lagoon.

Project Cost by Phase	
Acquisition:	0
Design/PM:	650
Construction:	2,647
Furniture/Reloc:	0
Other:	0
Project Total:	3,297

Operation and Maintenance Cost	
Utilities:	5
Maintenance:	-10
Other:	-25
OM Total:	-30

Personnel:	0
Revenue/Refund:	25

Service Impact:

No increase in maintenance; additional programming and revenue offsets costs.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Major Maintenance	0	0	0	10	0	0	0	10	0	10
Unfunded	0	0	0	25	25	100	3,137	3,287	0	3,287
TOTALS:	0	0	0	35	25	100	3,137	3,297	0	3,297

All Values are presented in Thousands (1 x 1000)

Ernie Smith Community Park

Function Area:

DS

Department/Division:

Regional Parks / 6 - Sonoma Valley

Request: RP13062

Project Description



This project involves implementing the remaining elements in the Ernie Smith Community Park master plan, updating and renovating existing facilities to better serve the neighborhood and improving the ecological health of the park. This project includes renovating the ball fields as well as purchasing and installing two pedestrian/bicycle bridges, concrete bridge abutments and footings, along with landscaping, picnic tables, trails, and park benches. The two bridges will be placed over a seasonal drainage channel located near Nikki Drive and Park Tree Lane. Wetland enhancement, restoration, and interpretive signage will complement the improved circulation system. This project may be completed in phases as funding is available.

Project Cost by Phase	
Acquisition:	0
Design/PM:	164
Construction:	672
Furniture/Reloc:	0
Other:	0
Project Total:	836

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	13
Other:	0
OM Total:	13

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining improved facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
County Service Area 41	0	0	5	25	0	0	0	30	0	30
Park Mitigation Fees-6	0	0	0	15	0	0	0	15	0	15
Unfunded	0	0	0	0	291	500	0	791	0	791
TOTALS:	0	0	5	40	291	500	0	836	0	836

All Values are presented in Thousands (1 x 1000)

Esterio Trail

Function Area:

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Request: RP12002

Project Description



Planning of up to five miles of public pedestrian trail easement on the 495-acre Bordessa Ranch, located in Valley Ford between Highway 1 and the Esterio de Americano. In 2012 the Sonoma County Agricultural Preservation & Open Space District purchased a conservation easement and a trail easement with additional funding from the State Coastal Conservancy. In 2015, the District provided additional funding for programmatic environmental review and to complete the survey and recording of the trail easement location. The District is lead for completing and Environmental Impact Report and funding is needed for Regional Parks' support role for this effort. Funding also needs to be secured to develop trail access.

Project Cost by Phase	
Acquisition:	38
Design/PM:	140
Construction:	250
Furniture/Reloc:	0
Other:	0
Project Total:	428

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	20
Other:	0
OM Total:	20

Personnel:	0
Revenue/Refund:	

Service Impact:

Create plan for future trail.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Open Space District	32	38	0	0	0	0	0	0	0	70
State Coastal Conservancy	50	0	0	0	0	0	0	0	0	50
Unfunded	0	4	4	0	50	250	0	304	0	308
TOTALS:	82	42	4	0	50	250	0	304	0	428

All Values are presented in Thousands (1 x 1000)

FEMA - 2017 Fire - Hood Mountain

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP18052

Project Description



This project includes replacing a 35' by 6' trail bridge with abutments and retaining wall and a 45' by 48" culvert. This work is in response to damage in Hood Mountain Regional Park related to the October 2017 wildfires. Costs are preliminary estimates and have not been finalized.

Project Cost by Phase	
Acquisition:	0
Design/PM:	40
Construction:	80
Furniture/Reloc:	0
Other:	0
Project Total:	120

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:
Revenue/Refund:

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
FEMA	0	0	120	0	0	0	0	120	0	120
TOTALS:	0	0	120	0	0	0	0	120	0	120

All Values are presented in Thousands (1 x 1000)

FEMA - 2017 Fire - Parks

Function Area:

DS

Request: RP18050

Department/Division:

Regional Parks / ALL

Project Description



This project includes replacing damaged park infrastructure and amenities such as fences, signage, benches, tables, water systems, and other features. This work is in response to damage to Hood, Crane, Schopflin, Shiloh, and Sonoma Valley Regional Parks related to the October 2017 wildfires. Costs are preliminary estimates and have not been finalized.

Project Cost by Phase	
Acquisition:	0
Design/PM:	60
Construction:	290
Furniture/Reloc:	0
Other:	0
Project Total:	350

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:
Revenue/Refund:

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
FEMA	0	0	350	0	0	0	0	350	0	350
TOTALS:	0	0	350	0	0	0	0	350	0	350

All Values are presented in Thousands (1 x 1000)

FEMA - 2017 Fire - Shiloh

Function Area:

DS

Request: RP18051

Department/Division:

Regional Parks / 2 - North County

Project Description



This project includes replacing 3 retaining walls, including one with a culvert. This work is in response to damage in Shiloh Ranch Regional Park related to the October 2017 wildfires. Costs are preliminary estimates and have not been finalized.

Project Cost by Phase	
Acquisition:	0
Design/PM:	20
Construction:	80
Furniture/Reloc:	0
Other:	0
Project Total:	100

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:
Revenue/Refund:

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
FEMA	0	0	100	0	0	0	0	100	0	100
TOTALS:	0	0	100	0	0	0	0	100	0	100

All Values are presented in Thousands (1 x 1000)

Foothill Regional Park Phases 4 & 5

Function Area:

DS

Request: RP09021

Department/Division:

Regional Parks / 2 - North County

Project Description



Phase 4 proposed for fiscal year 17-18 includes construction of a well, restroom, connections to utilities, and picnic area. Phase 5 proposed for fiscal year 18-19 includes Pond C renovation and construction of a fishing pier. Completion of these phases will conclude park development included in the adopted Master Plan.

Project Cost by Phase	
Acquisition:	0
Design/PM:	125
Construction:	625
Furniture/Reloc:	0
Other:	0
Project Total:	750

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	25
Other:	0
OM Total:	25

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new improvements.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund-Disabled Access	30	0	0	0	0	0	0	0	0	30
Park Mitigation Fees-2	25	15	5	20	50	0	0	75	0	115
Unfunded	0	0	0	0	0	470	0	470	0	470
Windsor	135	0	0	0	0	0	0	0	0	135
TOTALS:	190	15	5	20	50	470	0	545	0	750

All Values are presented in Thousands (1 x 1000)

Geyserville River Access

Function Area:

DS

Request: RP17023

Department/Division:

Regional Parks / 2 - North County

Project Description



Includes planning and acquisition work for a new park and Russian River access in the Geyserville area to provide safe access to the River and to meet the recreational needs of the community. There is no formal Russian River access between Cloverdale and Fitch Mountain. Existing heavy use patterns are impacting public and private riverside property and damaging natural resources.

Acquisition costs will be determined after a river access property is identified, an appraisal completed, and purchase negotiations are underway. Regional Parks will collaborate with conservation and recreation partners to pursue grant funding opportunities.

This project is part of the regional Russian River Water Trail, which envisions a coordinated system of river access sites along the 68 Russian River miles in Sonoma County.

Project Cost by Phase	
Acquisition:	100
Design/PM:	100
Construction:	415
Furniture/Reloc:	0
Other:	0
Project Total:	615

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	

Service Impact:

Study for future project.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-2	0	10	20	20	20	0	0	60	0	70
Unfunded	0	0	0	235	210	100	0	545	0	545
TOTALS:	0	10	20	255	230	100	0	605	0	615

All Values are presented in Thousands (1 x 1000)

Gleason Beach Access Improvements

Function Area:

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Request: RP19017

Project Description



Highway 1 at Gleason Beach is being relocated by Caltrans. The County is working with Caltrans, the Coastal Commission, and others to preserve and enhance coastal access including access at Scotty Creek and for the California Coastal Trail. Funding and agency roles have not been finalized.

Project Cost by Phase	
Acquisition:	50
Design/PM:	200
Construction:	750
Furniture/Reloc:	0
Other:	0
Project Total:	1,000

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining new facility. Amount to be determined.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	1,000	0	0	0	0	1,000	0	1,000
TOTALS:	0	0	1,000	0	0	0	0	1,000	0	1,000

All Values are presented in Thousands (1 x 1000)

Gossage Creek Bikeway

Function Area:
DS

Request: RP16056

Department/Division:
Regional Parks / 5 - South County

Project Description



Acquisition and development of a new 1.8 mile trail that would consist of 1.58 miles of Class 1 bike path and 0.25 miles of Class 3 bike route. The trail alignment would start at the intersection of Stony Point Road, follow a portion of the Sonoma County Water Agency's Gossage Creek flood control channel, continue on County roads (Gilmore Avenue and Derby Lane), and end at the intersection of Highway 116 and Stony Point Road. The trail would connect to the City of Rohnert Park's Hinebaugh Creek Trail and other planned trails in the vicinity including the Laguna de Santa Rosa Bikeway and the Bellevue Creek Trail.

The project is proposed as three phases, and would be developed as grant funding is secured. The first phase would start at the Lowell Avenue crossing of the creek and continue south to Highway 116 and Stony Point Road, approximately 0.8 miles. The second phase would include installation of a prefabricated bridge over the Laguna de Santa Rosa and trail connector to Rohnert Park Expressway. The third phase would construct the trail from Stony Point Road to Lowell Avenue, approximately 1 mile.

Project Cost by Phase	
Acquisition:	5
Design/PM:	584
Construction:	955
Furniture/Reloc:	0
Other:	0
Project Total:	1,544

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	30
Other:	0
OM Total:	30

Personnel:	0
Revenue/Refund:	0

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-5	2	4	0	10	5	0	0	15	0	21
Unfunded	0	0	0	481	475	204	363	1,523	0	1,523
TOTALS:	2	4	0	491	480	204	363	1,538	0	1,544

All Values are presented in Thousands (1 x 1000)

Graton - Disabled Access Improvements

Function Area:

DS

Department/Division:

Regional Parks / 3 - Russian River

Request: RP14070

Project Description



This project will remove existing barriers and provide accessibility improvements at a staging area and along existing sections of the West County Trail in the Graton area. Barrier removals include accessible parking at the Graton Road Trailhead, path of travel improvements, signs and related work. Construction of the staging area is complete and other components are anticipated for completion in 2019.

Project Cost by Phase	
Acquisition:	0
Design/PM:	35
Construction:	130
Furniture/Reloc:	0
Other:	0
Project Total:	165

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:
Revenue/Refund:

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund-Disabled Access	0	150	0	0	0	0	0	0	0	150
Park Mitigation Fees-3	15	0	0	0	0	0	0	0	0	15
TOTALS:	15	150	0	0	0	0	0	0	0	165

All Values are presented in Thousands (1 x 1000)

Gualala Point Park - Disabled Access Improvements

Function Area:

DS

Request: RP16030

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description



Disabled Access Improvements at Gualala Point Park are based on the Sonoma County Self Evaluation & Transition Plan. The project consists of barrier removal work associated with accessible parking, path of travel, restrooms, picnic areas, benches, and drinking fountains that serve the Gualala Visitor Center, beach restroom, campground, and Salal Trailhead Day Use facilities. Accessible restrooms serving the Gualala Visitor Center have been completed, along with accessible parking, path of travel, and entry doors with funding from a Community Development Commission Block Grant and Park Mitigation Fees. The remaining work to the day-use areas and campground will occur in several phases as funding from a variety of sources is secured. These funding sources will include Community Development Commission Block Grants, County Disabled Access Program funds, and Park Mitigation Fees. Funding awaiting final approval this fiscal year include \$165,000 from the Community Development Commission and \$120,000 from General Services - Disabled Access funding.

Project Cost by Phase	
Acquisition:	0
Design/PM:	80
Construction:	205
Furniture/Reloc:	0
Other:	0
Project Total:	285

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	1
Other:	0
OM Total:	1

Personnel:	0
Revenue/Refund:	

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Pending	0	0	285	0	0	0	0	285	0	285
TOTALS:	0	0	285	0	0	0	0	285	0	285

All Values are presented in Thousands (1 x 1000)

Gualala Point Park - Major Maintenance

Function Area:

DS

Request: RP14043

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description



Gualala Point Regional Park is a 103 acre park that is bisected by Highway 1 just south of the town of Gualala. The west side of the park has day use facilities and a visitor center that serve park visitors, and the east side provides camping and trails. When the park was developed, a single water meter on the west side was installed to serve the entire park. As use of the park has expanded, the need for an additional water service to serve the east side of park has increased.

This project is to install a new water service on the east side of the park, and replace the existing potable water supply system piping and related appurtenances from the point of connection to the office, residences, and campground area. The new water meter and service connection to the office/maintenance building, funded by Board approved major maintenance funding. Additional funding is needed to extend new water service to the ranger housing and the campground area.

Project Cost by Phase	
Acquisition:	0
Design/PM:	73
Construction:	235
Furniture/Reloc:	0
Other:	0
Project Total:	308

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-3
Other:	0
OM Total:	-3

Personnel:	0
Revenue/Refund:	

Service Impact:

Improvements will reduce maintenance requirements.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund	100	0	0	0	0	0	0	0	0	100
Major Maintenance	8	0	0	0	0	0	0	0	0	8
Unfunded	0	0	0	0	200	0	0	200	0	200
TOTALS:	108	0	0	0	200	0	0	200	0	308

All Values are presented in Thousands (1 x 1000)

Gualala Point Park Expansion

Function Area:

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Request: RP15012

Project Description



This future project is to expand the park along the main and South Fork of the Gualala River. This project will support the Gualala River Waterway Trail for improved fishing access, non-motorized boat access, trail and camping opportunities, and resource protection of redwood groves and riparian woodland.

This project was first identified in county plans in 1955 and remains in the General Plan. Several attempts to acquire land have not succeeded, but Regional Parks continues to work with conservation partners towards that goal. Funding is used for property analysis, negotiations, and match funding for grant funding opportunities.

Project Cost by Phase	
Acquisition:	19
Design/PM:	310
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	329

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	29
Other:	-5
OM Total:	24

Personnel:	0
Revenue/Refund:	5

Service Impact:

Increase for maintaining expanded facility; new use increases revenue.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-1	7	3	10	4	10	10	0	34	0	44
Unfunded	0	0	0	0	285	0	0	285	0	285
TOTALS:	7	3	10	4	295	10	0	319	0	329

All Values are presented in Thousands (1 x 1000)

Guerneville River Park Phases 2 and 3

Function Area:

DS

Department/Division:

Regional Parks / 3 - Russian River

Request: RP10030

Project Description



Phase 2 includes construction of an entry driveway on the east side of Highway 116, parking, boat turn around, boat launch ramp/portage, trails, picnic area, trash cans, and signage, and a trail connecting underneath the highway bridge to the first phase of park development. California Boating & Waterways has awarded a grant for most of the construction funding. Acquisition and remaining development funding has been awarded from the Sonoma County Agricultural Preservation & Open Space District's Matching Grant program.

Phase 3 includes the development of approximately 24 additional parking spaces on the east side of the bridge consistent with the approved master plan. It also includes an amendment to the existing master plan to allow reserved camping in the park.

Project Cost by Phase	
Acquisition:	110
Design/PM:	220
Construction:	789
Furniture/Reloc:	0
Other:	0
Project Total:	1,119

Operation and Maintenance Cost	
Utilities:	3
Maintenance:	49
Other:	-43
OM Total:	9

Personnel:	0
Revenue/Refund:	43

Service Impact:

Increase for maintaining expanded facility; new use increases revenue.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Boating & Waterways	323	327	0	0	0	0	0	0	0	650
Major Maintenance	0	15	0	0	0	0	0	0	0	15
Open Space District	0	368	0	0	0	0	0	0	0	368
Park Mitigation Fees-3	86	0	0	0	0	0	0	0	0	86
TOTALS:	409	710	0	0	0	0	0	0	0	1,119

All Values are presented in Thousands (1 x 1000)

Hanson Russian River Access and Trail

Function Area:

DS

Request: RP16063

Department/Division:

Regional Parks / 2 - North County

Project Description



The privately owned 358 acre Hanson property was formerly a gravel mining site and includes four ponds from previous gravel extraction. The property is situated along the middle reach of the Russian River. Regional Parks is exploring Russian River public access and related park development opportunities in partnership with Endangered Habitats Conservancy and multiple agencies, including National Oceanic and Atmospheric Administration, U.S. Geological Survey, California Department of Fish & Wildlife, the State Coastal Conservancy, and the County's Permit and Resource Management Department, and as well as with the Russian Riverkeeper.

The Coastal Conservancy funded a feasibility study for the Hanson property, which explored alternatives to reconnect the property to the Russian River. The study was completed in 2016.

Based on the study results, Endangered Habitats Conservancy is seeking funding for environmental review document for the entire restoration and public access project. These amenities could include a water trail on the river; a land based trail for pedestrians, bicyclists, and horses; camp sites; beach access; boat portage and boat trailer parking; and portable restroom facilities.

Project Cost by Phase	
Acquisition:	0
Design/PM:	225
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	225

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Increase for maintaining new facility. Amount to be determined.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	225	0	0	0	225	0	225
TOTALS:	0	0	0	225	0	0	0	225	0	225

All Values are presented in Thousands (1 x 1000)

Healdsburg Veterans Memorial Beach Dam

Function Area:

DS

Request: RP11024

Department/Division:

Regional Parks / 2 - North County

Project Description



Regional Parks installs the Healdsburg Veterans Memorial Beach dam each summer to create recreational opportunities for the community. When installed, the dam forms the Healdsburg Pool from approximately mid-June to Labor Day weekend.

Originally constructed in 1955, the dam is showing significant wear. Repair work was completed to keep the seasonal dam functional for the next five to seven years. Regional Parks performed repairs to the dam in summer of 2014 to coincide with City of Healdsburg improvements to the Old Redwood Highway historic bridge and to take advantage of the low river flow when the dam will not be installed to accommodate the bridge construction.

A replacement structure consisting of a new concrete sill, renovations to the fish passage structure, and new end bracing to secure the flashboards will be installed at some point in the future.

Project Cost by Phase	
Acquisition:	0
Design/PM:	402
Construction:	2,025
Furniture/Reloc:	0
Other:	0
Project Total:	2,427

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
City of Healdsburg	33	0	0	0	0	0	0	0	0	33
Community Development Block Grant	46	0	0	0	0	0	0	0	0	46
General Fund	35	0	0	0	0	0	0	0	0	35
General Fund-Disabled Access	130	0	0	0	0	0	0	0	0	130
Major Maintenance	0	0	20	0	0	0	0	20	0	20
Park Mitigation Fees-2	21	0	0	0	0	0	0	0	0	21
Unfunded	0	0	0	0	2,142	0	0	2,142	0	2,142
TOTALS:	265	0	20	0	2,142	0	0	2,162	0	2,427

All Values are presented in Thousands (1 x 1000)

Healdsburg Veterans Memorial Beach Redevelopment

Function Area:

DS

Request: RP16010

Department/Division:

Regional Parks / 2 - North County

Project Description



The community needs, river regulations, and management considerations have evolved since the facility was constructed in 1955. This project is to conduct a community-based planning process to consider new park facilities and programs based on the current and future needs of the community. Ideas for new park features, including recreational and infrastructure improvements will be balanced with natural resource values and conservation objectives to create an updated Master Plan establishing a beach area united with the upland area to provide complimentary uses.

The master plan update is exploring expanded uses, amenities, and revenue generation opportunities and is addressing anticipated new nearby population and other adjacent land use changes. This project will improve Russian River access, especially for paddle craft launching and take-out, provide a destination playground and other family-centered amenities, and address new regulatory river setback for septic system.

Project Cost by Phase	
Acquisition:	0
Design/PM:	250
Construction:	950
Furniture/Reloc:	0
Other:	0
Project Total:	1,200

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	10
Other:	0
OM Total:	10

Personnel:	0
Revenue/Refund:	0

Service Impact:

Increase for maintaining improved facility; new use increases revenue.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Advertising Fund	50	0	0	0	0	0	0	0	0	50
City of Healdsburg	0	0	25	0	0	0	0	25	0	25
Major Maintenance	0	0	0	0	0	25	0	25	0	25
Park Mitigation Fees-2	0	25	25	0	0	0	0	25	0	50
Restricted Donation	0	75	75	0	0	0	0	75	0	150
Unfunded	0	0	0	0	0	900	0	900	0	900
TOTALS:	50	100	125	0	0	925	0	1,050	0	1,200

All Values are presented in Thousands (1 x 1000)

Helen Putnam - Disabled Access Improvements

Function Area:

DS

Request: RP16034

Department/Division:

Regional Parks / 5 - South County

Project Description



Disabled Access Improvements at Helen Putnam are based on the Sonoma County Self Evaluation & Transition Plan and are intended to provide improved access to people of all abilities and meet the current legal standards. This project involves barrier removal work including accessible parking, path of travel, renovations to an existing restroom, accessible tables, benches, and installation of high-low drinking fountains. The project is occurring in phases as funding from a variety of sources is secured. The current phase will remove barriers at the main Chileno Valley Road park entrance and trailhead and is funded by County Disabled Access Program funds, and includes Community Development Commission Block Grant. Funding. Future phases could include additional County Disabled Access funding, Community Development Commission Block Grants, and Park Mitigation Fees. Construction of the current phase is planned for spring of 2018.

Project Cost by Phase	
Acquisition:	0
Design/PM:	35
Construction:	175
Furniture/Reloc:	0
Other:	0
Project Total:	210

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Community Development Block Grant	0	0	100	0	0	0	0	100	0	100
General Fund-Disabled Access	0	0	110	0	0	0	0	110	0	110
TOTALS:	0	0	210	0	0	0	0	210	0	210

All Values are presented in Thousands (1 x 1000)

Helen Putnam - Kelly Creek Trail

Function Area:

DS

Request: RP15068

Department/Division:

Regional Parks / 5 - South County

Project Description



This project proposes a trail connection within Helen Putnam Regional Park from an existing trail to the eastern park boundary. This trail would connect to a developer's proposed Kelly Creek Trail within Petaluma city limits. The development of additional parking and trailhead to provide access to Helen Putnam Regional Park would help to reduce parking pressures within surrounding neighborhoods and provide access to the scenic Kelly Creek corridor. Future residents of the proposed new subdivision on D Street will also be served by the new trail. The Environmental Impact Report for the subdivision development project is being evaluated by the City of Petaluma.

Limited funding is available for negotiating compensation for the proposed trail construction with the Developer and the City. Project timing is unclear.

Project Cost by Phase	
Acquisition:	0
Design/PM:	65
Construction:	215
Furniture/Reloc:	0
Other:	0
Project Total:	280

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	20
Other:	-5
OM Total:	15

Personnel:	
Revenue/Refund:	5

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-5	5	5	0	0	0	0	0	0	0	10
Unfunded	0	0	20	250	0	0	0	270	0	270
TOTALS:	5	5	20	250	0	0	0	270	0	280

All Values are presented in Thousands (1 x 1000)

Helen Putnam Expansion - Varnhagen Addition

Function Area:

DS

Request: RP04003

Department/Division:

Regional Parks / 5 - South County

Project Description



This project includes planning, environmental compliance, and development of a new trail and staging area to connect Windsor Drive to the park through a 40-acre expansion acquired in 2003. The expansion property was dedicated to Regional Parks as part of mitigation for impacts of a residential subdivision on West Haven Way. Golden State Land Conservancy monitors the property to ensure its protection as open space and California red-legged frog habitat.

On the Petaluma side, Helen Putnam Regional Park currently has trailhead access from Oxford Court. This new, nearby parking and trailhead should help to alleviate on street parking that has become a point of frustration for park neighbors. This mile-long trail will be designed to gradually climb the steep terrain to accommodate all trail user abilities, and includes views across oak studded rolling hills.

Project Cost by Phase	
Acquisition:	0
Design/PM:	27
Construction:	236
Furniture/Reloc:	0
Other:	0
Project Total:	263

Operation and Maintenance Cost	
Utilities:	2
Maintenance:	15
Other:	-3
OM Total:	14

Personnel:	
Revenue/Refund:	3

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Developer	63	0	0	0	0	0	0	0	0	63
Park Mitigation Fees-5	10	140	0	0	0	0	0	0	0	150
Unfunded	0	0	50	0	0	0	0	50	0	50
TOTALS:	73	140	50	0	0	0	0	50	0	263

All Values are presented in Thousands (1 x 1000)

Helen Putnam Renovation

Function Area:

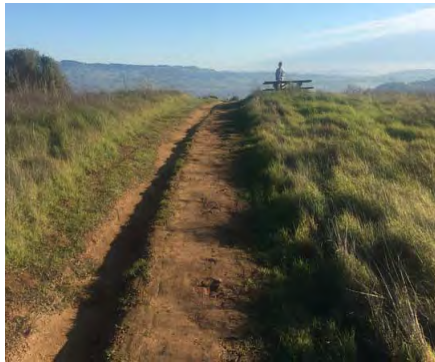
DS

Department/Division:

Regional Parks / 5 - South County

Request: RP18015

Project Description



The project is funded by an anonymous donor matching grant to the Regional Parks Foundation and limited one-time funds from the advertising fund. Helen Putnam Regional Park is an older park and is in need of infrastructure, resource management, visitor, and aesthetic improvements. The renovation includes improving trails for all-season use, trailhead staging area enhancements, pond restoration and fishing access, wildflower and oak regeneration management, and way finding and interpretive signage development. Renovation projects began in 2017 and will continue through 2021.

Project Cost by Phase	
Acquisition:	0
Design/PM:	22
Construction:	175
Furniture/Reloc:	0
Other:	0
Project Total:	197

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-3
Other:	0
OM Total:	-3

Personnel:
Revenue/Refund:

Service Impact:

Improvements will reduce maintenance requirements.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Advertising Fund	0	0	30	0	0	0	0	30	0	30
Foundation	0	70	0	0	0	0	0	0	0	70
Unfunded	0	0	97	0	0	0	0	97	0	97
TOTALS:	0	70	127	0	0	0	0	127	0	197

All Values are presented in Thousands (1 x 1000)

Hood Mountain - Lawson

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP10035

Project Description



This project includes completing the master plan and development of initial public access to a 247 acre expansion to Hood Mountain Regional Park and Open Space Preserve. The property was transferred from the Sonoma County Agricultural Preservation & Open Space District to the County in 2014. Remaining work includes adoption of the Initial Study and approval of the Master Plan by the Board of Supervisors, followed by bridge and initial trail construction.

The property's rugged backcountry provides an opportunity for new multi-use trails and greater connectivity to existing trails and also for the possibility of hike-in permit-only backcountry camping. Natural and cultural history learning opportunities are also abundant.

Initial Public Access and funding for the Master Plan is provided by the Sonoma County Agricultural Preservation & Open Space District. This property was impacted by the October 2017 wildfires. The Master Plan adoption was delayed to 2018 with trail construction to follow shortly thereafter.

Project Cost by Phase	
Acquisition:	0
Design/PM:	380
Construction:	916
Furniture/Reloc:	0
Other:	0
Project Total:	1,296

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	42
Other:	-5
OM Total:	37

Personnel:	0
Revenue/Refund:	5

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Open Space District	205	395	0	0	0	0	0	0	0	601
Unfunded	0	0	0	0	0	695	0	695	0	695
TOTALS:	205	395	0	0	0	695	0	695	0	1,296

All Values are presented in Thousands (1 x 1000)

Hood Mountain Expansion

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP08038

Project Description



Project includes feasibility studies, acquisition, planning, and development of park expansion and trail linkages to Sugarloaf Ridge State Park, the Los Guilicos county facility, and other adjacent destinations. Active negotiations for fee title and easement acquisitions are underway in coordination with State Parks, Sonoma County Agricultural Preservation & Open Space District, the Sonoma Land Trust, the Bay Area Ridge Trail Council, Napa Land Trust, and Napa County Regional Park & Open Space District.

The project goals includes improving the trekking connections to the Hood Mountain Regional Park and Preserve and the adjacent Sugarloaf Ridge State Park. This will provide additional recreational opportunities, including hiking and riding trails and new connections for the regional Bay Area Ridge Trail. This project will also protect natural and cultural resources adjacent to Santa Rosa and Sonoma Valley, including headwaters of Santa Rosa and Sonoma creeks, and habitat for threatened and endangered species. The area is within the Marin to Napa wildlife corridor, designated by the Bay Area Critical Linkages Project. This area was impacted by the October 2017 wildfires, received some slope stabilization and restoration work funded by others, and is expected to recover.

Project Cost by Phase	
Acquisition:	250
Design/PM:	215
Construction:	600
Furniture/Reloc:	0
Other:	0
Project Total:	1,065

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	24
Other:	0
OM Total:	24

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	0	5	0	0	0	0	0	0	0	5
Park Mitigation Fees-4	130	35	35	35	0	0	0	70	0	235
Unfunded	0	0	125	250	450	0	0	825	0	825
TOTALS:	130	40	160	285	450	0	0	895	0	1,065

All Values are presented in Thousands (1 x 1000)

Hood Mountain Graywood Trail

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP18038

Project Description



The project includes planning, permitting, and developing a trail and trailhead on an existing easement on the former Graywood Ranch property. The trail will be constructed from Highway 12 through the property to the Ceanothus Preserve and connects with Hood Mountain Park & Preserve to the southeast of the below the Hood Mountain summit. The Board approved the Campagna Resort development several years ago and the project has changed hands. Regional Parks is working with the new owner to implement the project. In addition, the 65-acre Ceanothus Preserve will be transferred from the Agricultural Preservation & Open Space District to Regional Parks as part of the project. This area was heavily impacted by the October 2017 wildfires, which may delay project implementation.

Project Cost by Phase	
Acquisition:	15
Design/PM:	65
Construction:	180
Furniture/Reloc:	0
Other:	0
Project Total:	260

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	5
Other:	0
OM Total:	5

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-4	0	0	8	5	0	0	0	13	0	13
Unfunded	0	0	0	47	50	150	0	247	0	247
TOTALS:	0	0	8	52	50	150	0	260	0	260

All Values are presented in Thousands (1 x 1000)

Hood Mountain McCormick Addition

Function Area:

DS

Request: RP18035

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description



Project includes the acquisition of approximately 244 acres to create a trekking circuit between Hood Mountain Regional Park and Sugarloaf Ridge State Park and to protect critical watershed and habitat. The acquisition connects existing public parks, offers 360 degree stunning vistas, and will potentially support a premier section of the Bay Area Ridge Trail.

Several grants are being applied for and a \$250,000 Habitat Conservation Fund grant was awarded in 2017. This area was impacted by the October 2017 wildfires, received some slope stabilization and restoration work funded by others, and is expected to recover.

Costs shown are to continue to lead grant-writing efforts, and to contribute to due diligence and closing costs. A post-fire appraisal is underway to determine the purchase price, and is anticipated to be several million.

Project Cost by Phase	
Acquisition:	330
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	330

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	50
Other:	0
OM Total:	50

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-4	0	10	0	0	0	0	0	0	0	10
State Parks	0	250	0	0	0	0	0	0	0	250
Unfunded	0	0	20	50	0	0	0	70	0	70
TOTALS:	0	260	20	50	0	0	0	70	0	330

All Values are presented in Thousands (1 x 1000)

Hood Mountain Santa Rosa Creek Headwaters Addition

Function Area:

DS

Request: RP18030

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description



This project includes both planning and implementation of improvements as identified in the planning documents. Facilities would include trails, repurposing and augmenting the homestead structures, and new environmental camps. The property supports critical wildlife habitat and new facilities would be designed to minimize impacts. A master plan, resource management plan, and environmental document will be prepared for this 162-acre addition to Hood Mountain Regional Park and Open Space Preserve. Planning will include public outreach.

The Santa Rosa Creek Headwaters property was acquired through the leadership of Sonoma Land Trust and with private funding. Regional Parks will seek grant funding for planning and implementation.

Project Cost by Phase	
Acquisition:	0
Design/PM:	180
Construction:	520
Furniture/Reloc:	0
Other:	0
Project Total:	700

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	35
Other:	0
OM Total:	35

Personnel:	
Revenue/Refund:	15

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	0	25	0	0	0	0	0	0	0	25
Park Mitigation Fees-4	0	0	10	5	5	0	0	20	0	20
Unfunded	0	0	0	5	150	500	0	655	0	655
TOTALS:	0	25	10	10	155	500	0	675	0	700

All Values are presented in Thousands (1 x 1000)

Hudeman Slough Boat Launch

Function Area:

DS

Department/Division:

Regional Parks / 6 - Sonoma Valley

Request: RP12060

Project Description



Site improvements are needed to Hudeman Slough Fishing Access to support ongoing public fishing, hunting, and boating launching activities, and improve disabled access. This facility provides access to surrounding sloughs and San Pablo Bay, is a portal to Skaggs Island, and identified in the San Francisco Bay Area Water Trail Plan as part of a network of boating access sites for single and multi-day trips. This project includes replacement of the deteriorated and closed boat launch ramp, dock, and gangway; rehabilitation of the paved parking areas; and a new concrete masonry restroom.

Funding for planning, design, and environmental compliance was received from the Wildlife Conservation Board; County Disabled Access Program and Community Development Commission Block Grant for barrier removal work; and additional funding from major maintenance and park mitigation fees. Several agencies are interested in funding the design, regulatory permitting, and construction and Regional Parks has applied for grants to complete this project.

Project Cost by Phase	
Acquisition:	0
Design/PM:	159
Construction:	1,335
Furniture/Reloc:	0
Other:	0
Project Total:	1,494

Operation and Maintenance Cost	
Utilities:	2
Maintenance:	30
Other:	-8
OM Total:	24

Personnel:	0
Revenue/Refund:	8

Service Impact:

Site improvements would decrease maintenance costs.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Community Development Block Grant	0	50	0	0	0	0	0	0	0	50
General Fund-Disabled Access	11	0	0	0	0	0	0	0	0	11
Major Maintenance	20	0	0	0	0	0	0	0	0	20
Park Mitigation Fees-6	5	0	0	0	0	0	0	0	0	5
Unfunded	0	0	0	1,358	0	0	0	1,358	0	1,358
Wildlife Conservation Board	50	0	0	0	0	0	0	0	0	50
TOTALS:	87	50	0	1,358	0	0	0	1,358	0	1,494

All Values are presented in Thousands (1 x 1000)

Joe Rodota Trail - North Wright Road to Sebastopol Road

Function Area:
DS

Request: RP15062

Department/Division:
Regional Parks / 4 - Santa Rosa

Project Description



Design and construct a midblock crosswalk at North Wright Road and a 0.18 mile Class 1 trail along the former railroad right of way between North Wright Road and Sebastopol Road on property owned by Sonoma County Regional Parks Department. This will provide a direct east-west route for trail users instead of using the sidewalk on North Wright Road and the road shoulder on Sebastopol Road.

There is a proposed gas station development directly south of the Joe Rodota Trail at 875 North Wright Road. There is an opportunity to work the property owner to acquire right of way that may be needed to construct the midblock crosswalk. Project to begin when funding is secured.

This project is identified as route number 73 in the Santa Rosa Bicycle and Pedestrian Master Plan 2010.

Project Cost by Phase	
Acquisition:	0
Design/PM:	75
Construction:	314
Furniture/Reloc:	0
Other:	0
Project Total:	389

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	3
Other:	0
OM Total:	3

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-4	0	0	3	0	0	0	0	3	0	3
Unfunded	0	0	56	69	261	0	0	386	0	386
TOTALS:	0	0	59	69	261	0	0	389	0	389

All Values are presented in Thousands (1 x 1000)

Joe Rodota Trail Bridge Replacement Phase 2

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP18040

Project Description



The 8.47 mile Joe Rodota Trail is a multi-use trail located along the former Petaluma & Santa Rosa Railroad, between the cities of Santa Rosa and Sebastopol. The Joe Rodota Trail carries significant pedestrian and bicycle use for both transportation and recreation.

The railroad between Sebastopol and Santa Rosa was constructed in 1904 and abandoned in 1983. The County acquired the corridor and three train trestles were retrofitted for trail use, with the Joe Rodota Trail opening in 1990. Since then, Regional Parks has managed the corridor, performing numerous bridge and retaining wall repairs due to various failures associated with the aging infrastructure. In October 2016, Sonoma County Regional Parks replaced the decking and improved the abutments for Bridge #2. Bridges #1 and #3 have deteriorated and need replacement. This project includes design, engineering, permits and construction. This includes installing temporary bridges to accommodate the significant trail traffic, removing Bridges #1 and #3, and replacing them with two single span bridges with concrete abutments. The new abutments and concrete walls will retain soil to reduce erosion into the water channel.

Project Cost by Phase	
Acquisition:	0
Design/PM:	272
Construction:	598
Furniture/Reloc:	0
Other:	0
Project Total:	870

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-1
Other:	0
OM Total:	-1

Personnel:
Revenue/Refund:

Service Impact:

Improvements decrease maintenance costs.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Major Maintenance	0	0	31	0	69	0	0	100	0	100
Metropolitan Transportation Commission	0	0	241	0	529	0	0	770	0	770
TOTALS:	0	0	272	0	598	0	0	870	0	870

All Values are presented in Thousands (1 x 1000)

Laguna de Santa Rosa Bikeway

Function Area:
DS

Request: RP16058

Department/Division:
Regional Parks / 5 - South County

Project Description



This project includes the acquisition and development of 0.54 mile Class I bike path from Stony Point Road to Hinebaugh Creek at the Rohnert Park city limits. This trail will provide a direct connection to the City of Rohnert Park's Hinebaugh Creek Trail and Copeland Creek Trail; and to the County's planned Bellevue Creek Trail and Gossage Creek Trail. This trail will provide access to a large residential area and commercial area.

This trail project is identified as project number 91A in the adopted 2010 County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

The Laguna de Santa Rosa Bikeway envisions connecting Rohnert Park, Sebastopol, and continuing north to the Russian River at Riverfront Regional Park. This bikeway skirts environmentally sensitive areas to provide access to birding, fishing, environmental education, and other points of interest. This project will also serve non-motorized commuters. A feasibility study is needed to determine the best route for the community while working with existing easements, Water Agency channels, and other public lands and rights-of-way. Project to begin when funding is secured.

Project Cost by Phase	
Acquisition:	160
Design/PM:	296
Construction:	819
Furniture/Reloc:	0
Other:	0
Project Total:	1,275

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	15
Other:	0
OM Total:	15

Personnel:	0
Revenue/Refund:	0

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-3	1	3	5	21	20	20	0	66	0	70
Park Mitigation Fees-5	0	0	3	2	0	0	0	5	0	5
Unfunded	0	0	0	0	200	0	0	200	1,000	1,200
TOTALS:	1	3	8	23	220	20	0	271	1,000	1,275

All Values are presented in Thousands (1 x 1000)

Laguna Trail Phase 1 - Kelly Farm

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP16006

Project Description



In 2012, a 1.8 mile multi-use trail was constructed over the City of Santa Rosa's Kelly Farm and the City of Sebastopol's Laguna Wetland Preserve. The trail starts near Highway 12 and continues north to Occidental Road. The trail has become a popular destination.

However, the products used to construct, bind, and stabilize the multi-use trail failed to prevent the trail surface from cracking. The County filed a claim against the general contractor and product manufacturer. A settlement agreement was reached which included compensation to pay for the trail crack repairs. This was paid to the Open Space District and will be the funding source used by Regional Parks to repair the trail over five years.

Project Cost by Phase	
Acquisition:	0
Design/PM:	15
Construction:	285
Furniture/Reloc:	0
Other:	0
Project Total:	300

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	10
Other:	0
OM Total:	10

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Open Space District	60	60	60	60	60	0	0	180	0	300
TOTALS:	60	60	60	60	60	0	0	180	0	300

All Values are presented in Thousands (1 x 1000)

Laguna Trail Phase 2 - Brown Farm

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP10039

Project Description



The City of Santa Rosa granted an irrevocable offer of dedication of a public trail easement on Brown Farm to the County. Regional Parks will accept the trail easement dedication and construct a trailhead, picnic area, overlook, a boardwalk/bridge, interpretive signs, and 3.2 miles of Laguna de Santa Rosa Trail. The project provides a 0.2 mile trail connection to the existing 1.8 mile Laguna de Santa Rosa Trail on Kelly Farm, an undercrossing of Highway 12 to the City of Sebastopol's Laguna Wetland Preserve, and the existing Joe Rodota Trail. Project is included in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways. In addition, this project includes pedestrian trails and related facilities in the Laguna de Santa Rosa Trails Plan prepared by the Sonoma County Agricultural Preservation & Open Space District.

Project Cost by Phase	
Acquisition:	0
Design/PM:	230
Construction:	1,306
Furniture/Reloc:	0
Other:	0
Project Total:	1,536

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	55
Other:	0
OM Total:	55

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Open Space District	14	371	0	0	0	0	0	0	0	385
Park Mitigation Fees-4	6	3	0	0	0	0	0	0	0	9
Unfunded	0	0	0	0	0	0	0	0	1,142	1,142
TOTALS:	21	374	0	0	0	0	0	0	1,142	1,536

All Values are presented in Thousands (1 x 1000)

Laguna Trail Phase 3 - Balletto to Occidental Road

Function Area:

DS

Request: RP18020

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description



Planning, acquisition, and construction of a 1.2 mile of Laguna de Santa Rosa Trail across the former Balletto property owned by the County, Occidental Road property owned by Sonoma County Agricultural Preservation & Open Space District, and crossing Occidental Road to Stone Farm. Project is included in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

The District acquired the 15.6 acre Occidental Road property in 2008 and plans to transfer to the County for the purposes of developing a trail and trailhead off of Occidental Road at the corner of the current informal pull-out. This will improve safety and create access for trail use, fishing, birding, environmental education and one of the best seasonal boating access. Other improvements include one boardwalk/bridge, non-motorized boat launch, and interpretive signs. The property is expected to be transferred to Regional Parks in fiscal year 18-19, but may be delayed due to staff resources focused on wildfire recovery efforts.

Funding options with the District will be explored leading up to the transfer.

Project Cost by Phase	
Acquisition:	0
Design/PM:	143
Construction:	530
Furniture/Reloc:	0
Other:	0
Project Total:	673

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	35
Other:	0
OM Total:	35

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-3	0	5	0	0	0	0	0	0	0	5
Park Mitigation Fees-4	0	0	3	0	0	0	0	3	0	3
Unfunded	0	0	0	135	530	0	0	665	0	665
TOTALS:	0	5	3	135	530	0	0	668	0	673

All Values are presented in Thousands (1 x 1000)

Laguna Trail Phase 4 - Stone Farm

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP19007

Project Description



Planning, acquisition, and construction of a 1 mile Laguna de Santa Rosa Trail on Stone Farm, which includes two boardwalks/bridges and interpretive signs. The City of Santa Rosa granted an irrevocable offer of dedication of a public trail easement on Stone Farm to the County. Regional Parks plans to accept the trail easement dedication and construct the trail improvements. Project is included in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	0
Design/PM:	80
Construction:	420
Furniture/Reloc:	0
Other:	0
Project Total:	500

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	9
Other:	0
OM Total:	9

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	0	0	0	0	0	500	500
TOTALS:	0	0	0	0	0	0	0	0	500	500

All Values are presented in Thousands (1 x 1000)

Laguna Trail Phase 5 - Alpha Farm

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP19005

Project Description



The City of Santa Rosa granted an irrevocable offer of dedication of a public trail easement on Alpha Farm to the County. Regional Parks will accept the trail easement and construct three boardwalks/bridges, an overlook, interpretive signs, and 3.7 miles of Laguna de Santa Rosa trail on Alpha Farm. The developed trail will connect with the proposed Roseland Creek Trail. Project is included in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	0
Design/PM:	296
Construction:	1,480
Furniture/Reloc:	0
Other:	0
Project Total:	1,776

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	35
Other:	0
OM Total:	35

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	296	480	500	500	1,776	0	1,776
TOTALS:	0	0	0	296	480	500	500	1,776	0	1,776

All Values are presented in Thousands (1 x 1000)

Larson Park Improvements

Function Area:

DS

Department/Division:

Regional Parks / 6 - Sonoma Valley

Request: RP13061

Project Description



Several major maintenance and renovation projects are needed to respond to community needs and continue to improve the facilities at Larson Park. Work will include renovating the cracked tennis courts, improving the turf areas for play, replacing the sport field irrigation system, renovating the storage and maintenance building, and installing a permeant restroom. Work is also needed to provide improved access to people of all abilities and meet the current legal standards for accessibility.

Given the extent of improvements needed, Regional Parks is updating the Master Plan for the park. The process has included two public workshops and provided an understanding of community priorities for upgrading the existing park facilities, expand picnic and play areas, and improving the overall safety and user experience, as opposed to making any significant changes to the types of uses. The next steps include finalizing the preferred Master Plan, preparing the cost estimate and construction documents, and securing grant funding for construction.

Project Cost by Phase	
Acquisition:	0
Design/PM:	250
Construction:	1,438
Furniture/Reloc:	0
Other:	0
Project Total:	1,688

Operation and Maintenance Cost	
Utilities:	24
Maintenance:	14
Other:	0
OM Total:	38

Personnel:	0
Revenue/Refund:	0

Service Impact:

Increased maintenance offset by new revenue OR Improvements will reduce maintenance requirements.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
ADA	0	48	0	0	0	0	0	0	0	48
County Service Area 41	30	80	25	0	0	0	0	25	0	135
Major Maintenance	0	0	0	0	10	0	0	10	0	10
Park Mitigation Fees-6	0	20	0	0	0	0	0	0	0	20
Unfunded	0	0	0	0	1,475	0	0	1,475	0	1,475
TOTALS:	30	148	25	0	1,485	0	0	1,510	0	1,688

All Values are presented in Thousands (1 x 1000)

Los Guilicos - Hood House

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP12071

Project Description



This project includes assisting General Services with the restoration and re-use of the Hood House, associated historical landscaping, and related efforts at Los Guilicos. This significant historical landmark and potential destination would be complementary to public access at Hood Mountain Regional Park and Open Space Preserve. This project also includes time to coordinate efforts with General Services during the upcoming Los Guilicos campus master planning. The timing of this larger project is unknown.

Project Cost by Phase	
Acquisition:	0
Design/PM:	64
Construction:	155
Furniture/Reloc:	0
Other:	0
Project Total:	219

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	40
Other:	0
OM Total:	40

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining improved grounds.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	0	4	5	0	0	0	0	5	0	9
Unfunded	0	0	5	5	50	0	50	110	100	210
TOTALS:	0	4	10	5	50	0	50	115	100	219

All Values are presented in Thousands (1 x 1000)

Los Guilicos Upland Trails

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP16072

Project Description



This project includes master planning the approximately 85 acres to the north of Eliza Way of the Los Guilicos county complex for public use. The area is adjacent to the historical Hood House and Hood Mountain Regional Park Equestrian Staging Area and features old growth Douglas fir and live oak groves, creeks, and mountains with views to the San Pablo Bay and beyond. Proposed facilities may include trails and picnic facilities to compliment uses at both Los Guilicos and the park. The master plan may be timed jointly or separately with the master planning with the developed portion of the county complex.

Project Cost by Phase	
Acquisition:	0
Design/PM:	80
Construction:	455
Furniture/Reloc:	0
Other:	0
Project Total:	535

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining new facility. Amount to be determined.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	0	20	0	0	0	0	0	0	0	20
Unfunded	0	0	15	100	400	0	0	515	0	515
TOTALS:	0	20	15	100	400	0	0	515	0	535

All Values are presented in Thousands (1 x 1000)

Maddux Park Phase 4

Function Area:

DS

Department/Division:

Regional Parks / 7 - Larkfield Wikiup

Request: RP17065

Project Description



This project includes planning, design, and construction of the final phase of improvements in the adopted master plan for the park consisting of additional parking, restroom, picnic sites, walking paths, and related amenities. There is also the need to replace the irrigation system for the baseball fields, and make additional improvements to the community garden. This park is in the Larkfield-Wikiup Area 7 Park Mitigation Fee area, which has not experienced any significant development in over a decade, which makes funding for new park development from this source extremely limited. Funding sources for new park development will be pursued as grant sources become available.

Funding for replacement of the irrigation system for the ball fields and improvements to the community garden could be from donations and in-kind services from non-profits, such as Mark West Little League and Community Soil, and major maintenance funds.

Project Cost by Phase	
Acquisition:	0
Design/PM:	130
Construction:	490
Furniture/Reloc:	0
Other:	0
Project Total:	620

Operation and Maintenance Cost	
Utilities:	3
Maintenance:	26
Other:	0
OM Total:	29

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Major Maintenance	5	0	0	0	80	0	0	80	0	85
Park Mitigation Fees-7	0	5	0	0	5	0	0	5	0	10
Unfunded	0	0	0	0	10	515	0	525	0	525
TOTALS:	5	5	0	0	95	515	0	610	0	620

All Values are presented in Thousands (1 x 1000)

Mark West Creek Regional Park - Acquisition

Function Area:
DS

Request: RP10041

Department/Division:
Regional Parks / 4 - Santa Rosa, 2 - North County

Project Description



This is a proposed 1,100-acre new regional park and preserve in the Mark West Creek watershed, offering miles of trails, vistas from 1,200 foot ridge tops, and diverse ecosystem including over three miles of creek. This acquisition creates a continuous 4,500-acre protected habitat and associated wildlife corridors (including Lang and Guttman conservation easements and Pepperwood Preserve) on the northern edge of the Santa Rosa urban area.

In partnership with the Sonoma County Agricultural Preservation & Open Space District, fundraising is underway to acquire land that, added to the properties already acquired by the District for the public, will create a Regional Park and Open Space Preserve that will provide recreational and educational opportunities and protect scenic, natural, and agricultural resources. Three properties have already been acquired, and three are in process, with on final acquisition anticipate in 2018. The properties were impacted by the October 2017 wildfires, which destroyed most of the structures. The woodlands sustained a wide variety of damage, but is still suitable for a future park and preserve. Regional Parks is in negotiation with the District for initial public access funding.

Project Cost by Phase	
Acquisition:	8,450
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	8,450

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	25
Other:	0
OM Total:	25

Personnel:	0
Revenue/Refund:	45

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	126	184	0	0	0	0	0	0	0	310
Open Space District	0	0	0	0	0	0	0	0	0	0
Park Mitigation Fees-4	16	0	0	0	0	0	0	0	0	16
State Parks	0	320	0	0	0	0	0	0	0	320
Unfunded	0	7,804	0	0	0	0	0	0	0	7,804
TOTALS:	142	8,308	0	0	0	0	0	0	0	8,450

All Values are presented in Thousands (1 x 1000)

Mark West Creek Regional Park Phase 1

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa, 2 - North County

Request: RP16042

Project Description



This is proposed initial public access improvements for an 1,100-acre new regional park and preserve in the Mark West Creek watershed, offering miles of trails, vistas from 1,200 foot ridge tops, and diverse ecosystem including over three miles of creek. This new park and preserve creates a continuous 4,500-acre protected habitat and associated wildlife corridors (including Lang and Guttman conservation easements and Pepperwood Preserve) on the northern edge of the Santa Rosa urban area. This project includes design, environmental review, permitting, and construction of staging areas, trail connections, and re-routing unsustainable access ways in this new park and preserve.

Funding negotiations with Sonoma County Agricultural Preservation & Open Space District are in progress. The first phase of development is planned to begin in FY 18-19 following the transfer of properties from the District to the County. This transfer was delayed by the October 2017 wildfires, but will result in all currently identified park properties to be included in the transfer. Development includes public access improvements and visitor-serving facilities.

Project Cost by Phase	
Acquisition:	0
Design/PM:	640
Construction:	1,400
Furniture/Reloc:	0
Other:	0
Project Total:	2,040

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	200
Other:	-45
OM Total:	155

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining new facility; new use creates revenue.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	0	270	0	0	0	0	0	0	0	270
Unfunded	0	0	270	1,000	500	0	0	1,770	0	1,770
TOTALS:	0	270	270	1,000	500	0	0	1,770	0	2,040

All Values are presented in Thousands (1 x 1000)

Mark West Creek Trail

Function Area:

DS

Department/Division:

Regional Parks / 7 - Larkfield Wikiup, 4 - Santa Rosa

Request: RP12001

Project Description



This project proposes development of a 1.3-mile trail along the Mark West Creek corridor from the proposed Sonoma Marin Area Rail Transit Trail to Old Redwood Highway. Highway 101 is a physical barrier for pedestrians and bicyclists and divides the Mark West area from the Larkfield-Wikiup area. The Mark West Creek Trail would cross under Highway 101 and connect the Mark West area to Larkfield-Wikiup.

The Mark West Creek Trail is located south of Windsor and north of Santa Rosa. The 8-foot-wide paved trail runs west-east and will link the planned north-south railway Trail and existing north-south Old Redwood Highway. The trail will provide connections to the airport industrial area, Mark West, Larkfield-Wikiup, Maddux Ranch Park, and Mark West Elementary School. Regional Parks is currently working with Caltrans on easement location and preliminary design.

This is project number 98 in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	0
Design/PM:	300
Construction:	620
Furniture/Reloc:	0
Other:	0
Project Total:	920

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	15
Other:	0
OM Total:	15

Personnel:	0
Revenue/Refund:	0

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Mitigation Fees-Sutter	185	0	0	0	0	0	0	0	0	185
Park Mitigation Fees-7	0	10	10	0	0	0	0	10	0	20
Unfunded	0	0	0	365	0	0	0	365	350	715
TOTALS:	185	10	10	365	0	0	0	375	350	920

All Values are presented in Thousands (1 x 1000)

Mason's Marina - Major Maintenance

Function Area:

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Request: RP16090

Project Description



This project includes the design and construction documents for Mason's Marina fish buying dock repairs in fiscal year 16-17 and construction in fiscal year 17-18. This includes replacing "C" dock with a new aluminum dock.

Project Cost by Phase	
Acquisition:	0
Design/PM:	70
Construction:	230
Furniture/Reloc:	0
Other:	0
Project Total:	300

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-10
Other:	0
OM Total:	-10

Personnel:
Revenue/Refund:

Service Impact:

Reduced maintenance cost for improved facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Spud Point Marina Ent.	50	150	100	0	0	0	0	100	0	300
TOTALS:	50	150	100	0	0	0	0	100	0	300

All Values are presented in Thousands (1 x 1000)

Matanzas Creek Park

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP17044

Project Description



This project includes acquiring, planning, and developing two connected facilities identified in the General Plan: Matanzas Creek Regional Park and the Taylor Mountain Trail. The Matanzas Creek property is owned by the Sonoma County Water Agency. The Taylor Mountain Trail is a proposed regional trail that connects Taylor Mountain Regional Park & Open Space Preserve with Annadel State Park through lands owned by the Sonoma County Agricultural Preservation & Open Space District.

Project Cost by Phase	
Acquisition:	25
Design/PM:	58
Construction:	250
Furniture/Reloc:	0
Other:	0
Project Total:	333

Operation and Maintenance Cost	
Utilities:	3
Maintenance:	40
Other:	0
OM Total:	43

Personnel:	0
Revenue/Refund:	

Service Impact:

Study for future project.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-4	4	3	0	5	0	0	0	5	0	12
Unfunded	0	0	0	20	25	276	0	321	0	321
TOTALS:	4	3	0	25	25	276	0	326	0	333

All Values are presented in Thousands (1 x 1000)

Maxwell Farms - Disabled Access Improvements

Function Area:

DS

Request: RP16032

Department/Division:

Regional Parks / 6 - Sonoma Valley

Project Description



Disabled Access Improvements at Maxwell Farms Regional Park are based on the Sonoma County Self Evaluation & Transition Plan and are designed to provide and enhance access to our facilities for persons of all abilities. This project involves barrier removal work including accessible parking, path of travel, renovations to an existing restroom, accessible tables, benches, and installation of high-low drinking fountains.

The project is occurring in phases as funding from a variety of sources is secured. Barrier removal work to the core area of the park is currently planned for fiscal year 18-19, funded with a Community Development Commission Block Grant and County Disabled Access Program funds. Funding for future phases could include additional Community Development Commission Block Grants, County Disabled Access Program funds, and Park Mitigation Fees.

Project Cost by Phase	
Acquisition:	0
Design/PM:	72
Construction:	287
Furniture/Reloc:	0
Other:	0
Project Total:	359

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	1
Other:	0
OM Total:	1

Personnel:
Revenue/Refund:

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Community Development Block Grant	0	75	0	0	0	0	0	0	154	229
General Fund-Disabled Access	0	130	0	0	0	0	0	0	0	130
TOTALS:	0	205	0	0	0	0	0	0	154	359

All Values are presented in Thousands (1 x 1000)

Maxwell Farms Redevelopment

Function Area:

DS

Department/Division:

Regional Parks / 6 - Sonoma Valley

Request: RP15083

Project Description



The Maxwell Farms Regional Park Master Plan is being updated to reflect the current and future needs of the community and evolving management considerations. The master plan update process considers new park facilities, including recreational and infrastructure improvements balanced with natural resource values and conservation objectives. Improvements considered in the first phase of development include a redesigned and renovated entry drive and parking area, a synthetic turf soccer field, new restroom and concession building, spectator and group picnic zones, a synthetic turf baseball field, habitat restoration plantings along Sonoma Creek, and significant improvements to the pathway network to enhance accessibility and pedestrian circulation.

Project funding commitments total \$1,582,468. Funders include the Open Space District, Sonoma Ecology Center, Sonoma Little League, Sonoma Valley Youth Soccer, Sonoma County Regional Parks Foundation, and State Housing and Community Development.

Project Cost by Phase	
Acquisition:	0
Design/PM:	320
Construction:	3,021
Furniture/Reloc:	0
Other:	0
Project Total:	3,341

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	50
Other:	0
OM Total:	50

Personnel:

Revenue/Refund:

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	0	15	0	0	0	0	0	0	0	15
General Fund	30	0	0	0	0	0	0	0	0	30
Housing and Community Development	0	574	0	0	0	0	0	0	0	574
Open Space District	0	250	0	0	0	0	0	0	0	250
Park Mitigation Fees-6	111	37	20	0	0	0	0	20	0	168
Sonoma Ecology Center	0	16	0	0	0	0	0	0	0	16
Sonoma Little League	0	0	30	0	0	0	0	30	0	30
Sonoma Valley Youth Soccer	0	0	500	0	0	0	0	500	0	500
Unfunded	0	0	1,759	0	0	0	0	1,759	0	1,759
TOTALS:	141	891	2,309	0	0	0	0	2,309	0	3,341

All Values are presented in Thousands (1 x 1000)

North Sonoma Mountain Regional Park & Open Space Preserve

Function Area:

DS

Request: RP10055

Department/Division:

Regional Parks / 6 - Sonoma Valley

Project Description



North Sonoma Mountain Regional Park is a collection of five properties transferred from the Sonoma County Agricultural Preservation & Open Space District in 2014 and one property owned by Sonoma County Regional Parks. Initial public access to all but one of the properties has been provided. Natural and cultural resource management and stewardship activities are underway at the site.

Master Planning and environmental compliance for the entire property including environmental compliance for initial public access to the final property, Sonoma Mountain Ranch, has started. Funding is provided by the Sonoma County Agricultural Preservation & Open Space District.

The project is to complete a Master Plan including a Resource Management Plan for this park and preserve in 2018. Trail construction will begin shortly thereafter, including a premier section of the Bay Area Ridge Trail to the summit of Sonoma Mountain. Subsequent development phases will be identified through the master plan process.

Project Cost by Phase	
Acquisition:	5
Design/PM:	966
Construction:	2,250
Furniture/Reloc:	0
Other:	0
Project Total:	3,221

Operation and Maintenance Cost	
Utilities:	8
Maintenance:	275
Other:	-140
OM Total:	143

Personnel:	0
Revenue/Refund:	140

Service Impact:

Increase for maintaining new facility; new use creates revenue.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Cell Tower Funds	60	60	0	0	0	0	0	0	0	120
Open Space District	1,900	471	0	0	0	0	0	0	0	2,371
Unfunded	0	0	0	230	0	0	0	230	500	730
TOTALS:	1,960	531	0	230	0	0	0	230	500	3,221

All Values are presented in Thousands (1 x 1000)

Occidental Community Center

Function Area:

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Request: RP13014

Project Description



The Occidental Community Center is managed by Regional Parks, and is in need of a new floor for its gym. The room is used for volleyball, basketball, yoga, YMCA exercise classes. Interested community members have begun fundraising for the \$45,000 - \$50,000 project. The Parks Foundation has established a restricted account for this project.

Prior work completed a community based planning process to identify options to redevelop the Occidental Community Center to better serve the community, improve building accessibility, safety, and structural issues to provide greater fiscal sustainability. The community based planning was completed and the results indicated a desire for a flexible space to support local programming. As such, Regional Parks is recommending the building be transferred to the General Services Department, similar to the 8 previously transferred veteran's buildings, for better alignment with both Departments' missions. Regional Parks would continue to manage the outdoor recreational facilities.

Project Cost by Phase	
Acquisition:	0
Design/PM:	15
Construction:	110
Furniture/Reloc:	0
Other:	0
Project Total:	125

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No increase for maintenance by Parks.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	72	43	0	0	0	0	0	0	0	115
Major Maintenance	0	0	10	0	0	0	0	10	0	10
TOTALS:	72	43	10	0	0	0	0	10	0	125

All Values are presented in Thousands (1 x 1000)

Occidental to Coast Trail

Function Area:

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Request: RP09065

Project Description



Planning for future trail including accepting existing trail easements between Occidental and the Coast.

Project Cost by Phase	
Acquisition:	100
Design/PM:	100
Construction:	300
Furniture/Reloc:	0
Other:	0
Project Total:	500

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:
Revenue/Refund:

Service Impact:

Create plan for future trail.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-1	5	0	0	0	0	5	5	10	0	15
Unfunded	0	0	0	0	0	0	0	0	485	485
TOTALS:	5	0	0	0	0	5	5	10	485	500

All Values are presented in Thousands (1 x 1000)

Park Access Improvements

Function Area:

DS

Department/Division:

Regional Parks / All

Request: RP16029

Project Description



This improvement project includes system-wide accessibility improvements, including assessing and prioritizing facility accessibility improvements to provide universal access to park trails, facilities, signage and interpretive amenities that extend beyond those identified in the existing Self Evaluation and Transition Plan and other mandates. Regional Parks strives to make park facilities enjoyable to the broadest possible spectrum of the community in creative, safe, and legally appropriate ways. Initial funding is identified to further develop a plan and funding strategy.

Project Cost by Phase	
Acquisition:	0
Design/PM:	100
Construction:	449
Furniture/Reloc:	0
Other:	0
Project Total:	549

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:
Revenue/Refund:

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
ADA	29	0	0	0	0	0	0	0	0	29
Park Access Fund	5	15	54	25	25	25	25	154	0	174
Unfunded	0	0	0	46	100	100	100	346	0	346
TOTALS:	34	15	54	71	125	125	125	500	0	549

All Values are presented in Thousands (1 x 1000)

Petaluma-Sebastopol Trail

Function Area:
DS

Request: RP13052

Department/Division:
Regional Parks / 5 - South County, 3 - Russian River

Project Description



This project considers a 13-mile trail between Sebastopol and Petaluma, through areas such as Hessel and Cunningham. A trail would provide bicycling, walking, and other recreational and commuting opportunities for area residents and visitors, promoting healthy communities, access to schools and businesses, and contributing to the reduction of traffic and greenhouse gases.

In April 2015, Caltrans awarded a planning grant to study the feasibility of developing a paved trail. The Feasibility Study was completed in February 2018 and identified a preferred trail alignment with alternatives. The study included preliminary costs for acquisition, planning, and construction. The study also identified implementation partners such as Cities, County, Caltrans and others that could help construct trail segments as a separate project or associated with other transportation and development projects. This is project number 201 in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class I bikeways.

Project Cost by Phase	
Acquisition:	320
Design/PM:	831
Construction:	3,350
Furniture/Reloc:	0
Other:	0
Project Total:	4,501

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	93
Other:	0
OM Total:	93

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Caltrans	86	123	0	0	0	0	0	0	0	209
City of Petaluma	1	0	0	0	0	0	0	0	0	1
City of Sebastopol	7	0	0	0	0	0	0	0	0	7
Coalition & Cycling Club	16	0	0	0	0	0	0	0	0	16
Park Mitigation Fees-3	18	20	10	10	0	0	0	20	0	58
Park Mitigation Fees-5	39	40	0	15	0	0	0	15	0	94
Unfunded	0	0	0	0	300	300	300	900	3,216	4,116
TOTALS:	167	183	10	25	300	300	300	935	3,216	4,501

All Values are presented in Thousands (1 x 1000)

Poff Ranch Preserve

Function Area:

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Request: RP13003

Project Description



Project includes acquisition and developing public access of the 1,235-acre Poff Ranch located adjacent to Sonoma Coast State Park, acquired in 2007 by the Sonoma County Agricultural Preservation & Open Space District. The project will implement the Poff Ranch Management Plan that identifies natural and cultural resource protection measures, rangeland management infrastructure, and sediment reduction. This project also includes planning, community outreach and public access including trails, historic cabin protection, and other management items. Regional Parks is collaborating with the District on resource work and project funding options. The property transfer from the District to Regional Parks is planned for FY 17-18.

Project Cost by Phase	
Acquisition:	25
Design/PM:	214
Construction:	446
Furniture/Reloc:	0
Other:	0
Project Total:	685

Operation and Maintenance Cost	
Utilities:	2
Maintenance:	103
Other:	0
OM Total:	105

Personnel:	0
Revenue/Refund:	0

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Open Space District	18	7	0	0	0	0	0	0	0	25
Park Mitigation Fees-1	5	0	5	0	0	0	0	5	0	10
Unfunded	0	0	0	650	0	0	0	650	0	650
TOTALS:	23	7	5	650	0	0	0	655	0	685

All Values are presented in Thousands (1 x 1000)

Ragle Ranch Regional Park Restroom

Function Area:

DS

Request: RP13033

Department/Division:

Regional Parks / 3 - Russian River

Project Description



Ragle Ranch Regional Park has several athletic fields and facilities in the upper 40 acres of the park that serve over 300,000 visitors per year. Currently there is only a single permanent restroom located in the south central area of the park that provides sanitary facilities for 5 soccer fields, a softball field, a dog park, group picnic area and other day use activities. A second permanent restroom is needed to serve the tennis courts, volleyball courts, another baseball field, group picnic areas, the playground, and other day use activities in the northern area of the park.

This project includes the planning and design for a new restroom to be located in the northeast area of the park between the playground and tennis courts. This location was selected for its open, gentle slopes, and because there is room to develop without impacting other uses in the area. This project includes engineering and construction of the new restroom and infrastructure. The initial planning and design work is funded by Park Mitigation Fees. Additional funding will need to be secured to complete the design and construct the restroom.

Project Cost by Phase	
Acquisition:	0
Design/PM:	100
Construction:	405
Furniture/Reloc:	0
Other:	0
Project Total:	505

Operation and Maintenance Cost	
Utilities:	1
Maintenance:	14
Other:	-1
OM Total:	14

Personnel:	
Revenue/Refund:	1

Service Impact:

Increase for maintaining new structure.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
ADA	25	0	0	0	0	0	0	0	0	25
Park Mitigation Fees-3	5	40	25	0	0	0	0	25	0	70
Unfunded	0	0	0	0	410	0	0	410	0	410
TOTALS:	30	40	25	0	410	0	0	435	0	505

All Values are presented in Thousands (1 x 1000)

Ragle Ranch Trail Renovation

Function Area:

DS

Request: RP18042

Department/Division:

Regional Parks / 3 - Russian River

Project Description



This project is to renovate the existing trails in the Atascadero Marsh area of the property. Trails need boardwalks across sensitive wetlands to allow for all-season use and to protect natural resources. The Regional Parks Foundation will be assisting Regional Parks with fundraising efforts.

Project Cost by Phase	
Acquisition:	0
Design/PM:	15
Construction:	90
Furniture/Reloc:	0
Other:	0
Project Total:	105

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	10
Other:	0
OM Total:	10

Personnel:
Revenue/Refund:

Service Impact:

Improvements decrease maintenance costs.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-3	0	0	5	0	0	0	0	5	0	5
Unfunded	0	0	25	75	0	0	0	100	0	100
TOTALS:	0	0	30	75	0	0	0	105	0	105

All Values are presented in Thousands (1 x 1000)

Riverfront Park Phase 3

Function Area:

DS

Department/Division:

Regional Parks / 2 - North County

Request: RP07018

Project Description



This project includes design and construction of park access for picnicking and boating at Riverfront Regional Park. Elements include the following: one boat launch and four boat portages, serving boating access to Lake Wilson, Lake Benoist, and the Russian River; additional picnic areas and trail improvements; additional drinking fountain and portable restrooms; and redwood grove, lakeshore, and riverfront restoration. Project is funded with and Sonoma County Agricultural Preservation & Open Space District Matching Grant, California Boating & Waterways grant, and Park Mitigation Fees.

Project Cost by Phase	
Acquisition:	0
Design/PM:	157
Construction:	369
Furniture/Reloc:	0
Other:	0
Project Total:	526

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	53
Other:	-12
OM Total:	41

Personnel:	0
Revenue/Refund:	12

Service Impact:

Increase for maintaining expanded facility; new use increases revenue.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Boating & Waterways	53	0	0	0	0	0	0	0	0	53
Open Space District	252	0	0	0	0	0	0	0	0	252
Park Mitigation Fees-2	136	50	35	0	0	0	0	35	0	221
TOTALS:	441	50	35	0	0	0	0	35	0	526

All Values are presented in Thousands (1 x 1000)

Riverfront Park Phase 4

Function Area:

DS

Department/Division:

Regional Parks / 2 - North County

Request: RP13004

Project Description



Design and construct the following improvements at Riverfront Regional Park: 0.4 mile Marsh Trail including a 200 foot long boardwalk, plant restoration, and interpretative signs.

Project Cost by Phase	
Acquisition:	0
Design/PM:	20
Construction:	80
Furniture/Reloc:	0
Other:	0
Project Total:	100

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	2
Other:	0
OM Total:	2

Personnel:	0
Revenue/Refund:	0

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-2	0	0	0	20	0	0	0	20	0	20
Unfunded	0	0	0	80	0	0	0	80	0	80
TOTALS:	0	0	0	100	0	0	0	100	0	100

All Values are presented in Thousands (1 x 1000)

Riverfront Park Phase 5

Function Area:

DS

Department/Division:

Regional Parks / 2 - North County

Request: RP15020

Project Description



This project includes improving public access to the northern portion of the Riverfront Regional Park. Design and construct the following improvements: access road, 0.6 miles of trail, additional parking, portable restroom, interpretative signs, and non-motorized boat launch to the Russian River.

Project Cost by Phase	
Acquisition:	0
Design/PM:	235
Construction:	865
Furniture/Reloc:	0
Other:	0
Project Total:	1,100

Operation and Maintenance Cost	
Utilities:	3
Maintenance:	29
Other:	-7
OM Total:	25

Personnel:	0
Revenue/Refund:	7

Service Impact:

Increase for maintaining expanded facility; new use increases revenue.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	0	0	800	300	1,100	0	1,100
TOTALS:	0	0	0	0	0	800	300	1,100	0	1,100

All Values are presented in Thousands (1 x 1000)

Roseland Creek Trail

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP17036

Project Description



The proposed 3 mile Class 1 trail project starts from the Santa Rosa city limits at Ludwig Road and continues southwesterly along the Sonoma County Water Agency flood control channel to the wastewater treatment facility known as the Alpha Farm, which is owned and operated by the City of Santa Rosa. The Roseland Creek Trail will connect to the planned Laguna de Santa Rosa Trail located within Alpha Farm. The northern end of the trail will connect to the city's portion of the Roseland Creek Trail at Ludwig Ave, extending north to McMinn Avenue.

The first phase of the project is to plan and construct 1.7 miles of trail along the Sonoma County Water Agency flood control channel from the Santa Rosa city limits at Ludwig Road to Llano Road. In future years, the trail would be extended by 1.3 miles from Llano Road to the Laguna de Santa Rosa Trail.

This is project number 87 in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	0
Design/PM:	420
Construction:	1,200
Furniture/Reloc:	0
Other:	0
Project Total:	1,620

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	20
Other:	0
OM Total:	20

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-4	2	7	0	5	10	10	0	25	0	34
Unfunded	0	0	0	0	0	0	0	0	1,586	1,586
TOTALS:	2	7	0	5	10	10	0	25	1,586	1,620

All Values are presented in Thousands (1 x 1000)

Russian River Bike Trail - Lower Reach

Function Area:

DS

Department/Division:

Regional Parks / 3 - Russian River

Request: RP14025

Project Description



Planning for a multiuse trail paralleling the Russian River from Forestville to Jenner. Regional Parks has received a Caltrans planning grant funding and a number of local partners have committed matching funds. The study will be underway fall 2018.

This trail will link the Russian River Bike Trail – Middle Reach, Steelhead Beach Regional Park, Sunset Beach River Park, Guerneville, Monte Rio, Duncans Mills, and Jenner. The trail will provide recreational and alternative transportation to this highly scenic section of the Russian River. This is a portion of project number 208 in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways. The section from Rio Nido to Monte Rio was also identified as a high priority in the 2009 Sonoma County Transportation Authority's Lower Russian River Community Based Transportation Plan.

Project Cost by Phase	
Acquisition:	845
Design/PM:	850
Construction:	7,450
Furniture/Reloc:	0
Other:	0
Project Total:	9,145

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	50
Other:	0
OM Total:	50

Personnel:	0
Revenue/Refund:	0

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Advertising Fund	10	0	0	0	0	0	0	0	0	10
Caltrans	0	620	0	0	0	0	0	0	0	620
Foundation	0	5	0	0	0	0	0	0	0	5
Korbel	0	5	0	0	0	0	0	0	0	5
Monte Rio Rec & Park District	0	3	2	0	0	0	0	2	0	5
Nothern Sonoma County Air Pollution Control	0	120	0	0	0	0	0	0	0	120
Park Mitigation Fees-3	85	22	35	25	25	0	0	85	0	192
Russian River Rec & Parks District	0	25	0	0	0	0	0	0	0	25
Unfunded	0	0	0	112	0	0	0	112	8,050	8,162
Wildlands Conservancy	1	0	0	0	0	0	0	0	0	1
TOTALS:	96	800	37	137	25	0	0	199	8,050	9,145

All Values are presented in Thousands (1 x 1000)

Russian River Bike Trail - Middle Reach

Function Area:

DS

Request: RP15070

Department/Division:

Regional Parks / 2 - North County

Project Description



Planning for a multiuse trail paralleling the Russian River from Healdsburg to Forestville. This trail will link Healdsburg Veterans Memorial Beach, Riverfront Regional Park, Wohler Bridge facility, and the Russian River Bike Trail - Lower Reach. Included in this project is acquisition, planning, construction for an all-weather Class 1 trail and seasonal pedestrian trails paralleling the Russian River. Regional Parks is seeking grant funding to complete acquisition efforts, which are underway.

The trail will provide non-motorized recreational and alternative transportation to this highly scenic section of the Russian River. This is a portion of project number 208 in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	90
Design/PM:	513
Construction:	1,723
Furniture/Reloc:	0
Other:	0
Project Total:	2,326

Operation and Maintenance Cost	
Utilities:	10
Maintenance:	85
Other:	-30
OM Total:	65

Personnel:	
Revenue/Refund:	30

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-2	14	21	5	5	20	0	0	30	0	65
Unfunded	0	0	0	75	705	500	0	1,280	981	2,261
TOTALS:	14	21	5	80	725	500	0	1,310	981	2,326

All Values are presented in Thousands (1 x 1000)

Russian River Water Trail - Lower Reach

Function Area:

DS

Request: RP13029

Department/Division:

Regional Parks / 3 - Russian River

Project Description



The Russian River Water Trail – Lower Reach is a coordinated system of river access sites from the Forestville River Access to Jenner, including river access at Duncans Mills, as part of a comprehensive water trail plan. The Russian River Waterway Trail is identified in the Sonoma County General Plan. The Local Coastal Plan identifies specific sites to develop regional and local river access. Specific sites recommended for further study were identified in the Coastal Conservancy’s Russian River Trespass & Access Management Plan 1996 to provide safe and sanitary access to the river at regular intervals and to minimize trespassing on private property. This project includes the feasibility analysis of river access sites, acquisition, planning, and construction. Regional Parks is seeking grant funding to complete this project.

Project Cost by Phase	
Acquisition:	150
Design/PM:	250
Construction:	365
Furniture/Reloc:	0
Other:	0
Project Total:	765

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	50
Other:	0
OM Total:	50

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-3	16	69	25	0	0	0	0	25	0	110
Unfunded	0	0	25	380	250	0	0	655	0	655
TOTALS:	16	69	50	380	250	0	0	680	0	765

All Values are presented in Thousands (1 x 1000)

Russian River Water Trail - Middle Reach

Function Area:

DS

Request: RP15072

Department/Division:

Regional Parks / 2 - North County

Project Description



The Russian River Water Trail – Middle Reach is a coordinated system of river access sites from Healdsburg to Forestville. As part of a comprehensive water trail plan, this includes proposed boat portage and beach and river access periodically along the river, expanded access and support facilities near Healdsburg Veterans Memorial Beach, and other areas.

The Russian River Waterway Trail is identified in the Sonoma County General Plan. Several specific sites recommended for further study were identified in the Coastal Conservancy’s Russian River Trespass & Access Management Plan 1996 to provide safe and sanitary access to the river at regular intervals and to minimize trespassing on private property. This project includes the feasibility analysis of river access sites, acquisition, planning, and construction. Regional Parks is seeking grant funding to complete this project.

Project Cost by Phase	
Acquisition:	100
Design/PM:	230
Construction:	595
Furniture/Reloc:	0
Other:	0
Project Total:	925

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	50
Other:	0
OM Total:	50

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-2	14	6	0	0	0	0	0	0	0	20
Unfunded	0	0	375	250	0	0	0	625	280	905
TOTALS:	14	6	375	250	0	0	0	625	280	925

All Values are presented in Thousands (1 x 1000)

Russian River Water Trail - Upper Reach

Function Area:

DS

Request: RP10019

Department/Division:

Regional Parks / 2 - North County

Project Description



The Russian River Water Trail – Upper Reach is a coordinated system of river access sites from the Mendocino County line to Healdsburg, in a comprehensive water trail plan. The Russian River Waterway Trail is identified in the Sonoma County General Plan. Specific sites recommended for further study were identified in the Coastal Conservancy’s Russian River Trespass & Access Management Plan 1996 to provide safe and sanitary access to the river at regular intervals and to minimize trespassing on private property. This project includes the feasibility analysis of river access sites, acquisition, planning, and construction. Regional Parks is seeking grant funding to complete this project.

Project Cost by Phase	
Acquisition:	200
Design/PM:	100
Construction:	479
Furniture/Reloc:	0
Other:	0
Project Total:	779

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	50
Other:	0
OM Total:	50

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-2	94	15	20	20	0	0	0	40	0	149
Unfunded	0	0	25	355	250	0	0	630	0	630
TOTALS:	94	15	45	375	250	0	0	670	0	779

All Values are presented in Thousands (1 x 1000)

San Francisco Bay Water Trail

Function Area:

DS

Department/Division:

Regional Parks / 5 - South County, 6 - Sonoma Valley

Request: RP19020

Project Description



The San Francisco Bay Area Water Trail is a growing network of designated launching and landing sites, or “trailheads,” around San Francisco Bay. Each trailhead enables non-motorized small boat users to enjoy the historic, scenic, cultural, and environmental richness of San Francisco Bay and its nearby tributary waters. The Water Trail promotes safe and responsible use of the Bay while protecting and increasing appreciation of its environmental resources through education and strategic planning. The Water Trail’s network of sites encourages people to explore the Bay in different boat types and in a variety of settings through single- and multi-day trips.

This project includes trailhead acquisition, planning, and construction for launching and landing sites on San Pablo Bay, Petaluma River, Sonoma Creek and surrounding navigable tidal waterways.

Project Cost by Phase	
Acquisition:	40
Design/PM:	40
Construction:	206
Furniture/Reloc:	0
Other:	0
Project Total:	286

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining new facility. Amount to be determined. New use increases revenue.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-5	0	0	3	0	0	0	0	3	0	3
Park Mitigation Fees-6	0	0	3	0	0	0	0	3	0	3
Unfunded	0	0	15	15	250	0	0	280	0	280
TOTALS:	0	0	21	15	250	0	0	286	0	286

All Values are presented in Thousands (1 x 1000)

Santa Rosa Creek Trail Willowside to Guerneville Road

Function Area:
DS

Request: RP08040

Department/Division:
Regional Parks / 4 - Santa Rosa

Project Description



This project includes acquisition, planning, and construction for a 1.6 mile Class 1 trail along the Sonoma County Water Agency property from Willowside Road to Guerneville Road.

This trail would extend the existing 6-mile Santa Rosa Creek Trail, which currently connects downtown Santa Rosa to Willowside Road, with the proposed 19-mile north-south Laguna de Santa Rosa Trail. The residents and visitors would benefit from this project because the trail provides transportation and recreational access to homes, public parks, nearby schools, local restaurants, hotels, and other businesses located along the creek corridor.

Regional Parks completed preliminary analysis in 2016-17 and determined a trail easement is needed from the Sonoma County Water Agency and a private property owner due to wetland constraints. This project will start once grant funding has been identified. This is project number 89 in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	44
Design/PM:	131
Construction:	525
Furniture/Reloc:	0
Other:	0
Project Total:	700

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	18
Other:	0
OM Total:	18

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-4	10	3	3	2	0	0	0	5	0	18
Unfunded	0	0	0	0	44	638	0	682	0	682
TOTALS:	10	3	3	2	44	638	0	687	0	700

All Values are presented in Thousands (1 x 1000)

Schopflin Fields Phase 3

Function Area:

DS

Department/Division:

Regional Parks / 7 - Larkfield Wikiup

Request: RP12064

Project Description



This project includes the development of the final athletic field and parking as shown on the approved master plan. Regional Parks is seeking grants and continuing to work with non-profit sports organizations to complete field development and to renovate the existing two fields. Proposals for additional minor facilities are also being evaluated.

This property was impacted by the October 2017 wildfires. Restoration and replacement work has delayed this project.

Project Cost by Phase	
Acquisition:	0
Design/PM:	115
Construction:	510
Furniture/Reloc:	0
Other:	0
Project Total:	625

Operation and Maintenance Cost	
Utilities:	3
Maintenance:	55
Other:	-20
OM Total:	38

Personnel:	0
Revenue/Refund:	20

Service Impact:

Increase for maintaining improved facility; new use increases revenue.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-7	25	0	5	0	0	0	0	5	0	30
Unfunded	0	0	0	50	55	490	0	595	0	595
TOTALS:	25	0	5	50	55	490	0	600	0	625

All Values are presented in Thousands (1 x 1000)

Shiloh Ranch Phase 4

Function Area:

DS

Department/Division:

Regional Parks / 2 - North County

Request: RP15060

Project Description



This project includes planning and constructing the 4+ mile unpaved North Loop Trail. The trail is included in the approved park Master Plan. The development of the trail crosses rugged creek canyons and adds an additional four miles of loop trail through beautiful oak woodland and mixed evergreen forest. The trail will be designed for hikers of varying ability, giving users access to hike the back wildland of the park. Park Mitigation Fees will be used to prepare project scope in order to seek grant funding. This project includes a major trail bridge and will open a third of the park that is currently inaccessible for public use. This area was impacted by the October 2017 wildfires, received some slope stabilization and restoration work funded by others, and is expected to recover.

Project Cost by Phase	
Acquisition:	0
Design/PM:	100
Construction:	430
Furniture/Reloc:	0
Other:	0
Project Total:	530

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	3
Other:	0
OM Total:	3

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-2	5	20	0	0	0	0	0	0	0	25
Unfunded	0	0	100	405	0	0	0	505	0	505
TOTALS:	5	20	100	405	0	0	0	505	0	530

All Values are presented in Thousands (1 x 1000)

Shiloh Ranch Renovation

Function Area:

DS

Department/Division:

Regional Parks / 2 - North County

Request: RP16076

Project Description



This project includes rehabilitating the park's pond, improving public access, and addressing deferred site stewardship. Work includes improving a damaged creek crossing, restoring eroded creek channels, reestablishing shaded fuel breaks along trails, trail renovation, and reconditioning roads and trails used for emergency access. This will decrease ongoing maintenance costs, improve visitor experience and emergency access, reduce sediment discharge into the park pond and surrounding drainages, and restore grass and oak woodland habitat. This property was impacted by the October 2017 wildfires, received some slope stabilization and restoration work funded by others, and is expected to recover. Grant funding is being sought to complete this renovation work.

Project Cost by Phase	
Acquisition:	0
Design/PM:	75
Construction:	425
Furniture/Reloc:	0
Other:	0
Project Total:	500

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-5
Other:	0
OM Total:	-5

Personnel:
Revenue/Refund:

Service Impact:

Improvements reduce maintenance costs.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Major Maintenance	0	0	0	30	0	0	0	30	0	30
Park Mitigation Fees-2	0	5	5	0	0	0	0	5	0	10
Unfunded	0	0	15	130	315	0	0	460	0	460
TOTALS:	0	5	20	160	315	0	0	495	0	500

All Values are presented in Thousands (1 x 1000)

Sonoma Mountain Acquisition & Planning

Function Area:

DS

Request: RP15090

Department/Division:

Regional Parks / 5 - South County

Project Description



This project includes acquisition for parks and trail connections identified in the General Plan in the Sonoma Mountain environs. In partnership with Sonoma County Agricultural Preservation & Open Space District, Sonoma Land Trust, and other partners, work is underway to evaluate feasible and appropriate opportunities.

Project Cost by Phase	
Acquisition:	460
Design/PM:	110
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	570

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:
Revenue/Refund:

Service Impact:

Planning for a future facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-5	1	30	10	0	25	0	0	35	0	65
Unfunded	0	0	20	15	0	0	0	35	470	505
TOTALS:	1	30	30	15	25	0	0	70	470	570

All Values are presented in Thousands (1 x 1000)

Sonoma Schellville Trail

Function Area:

DS

Department/Division:

Regional Parks / 6 - Sonoma Valley

Request: RP07056

Project Description



Planning and acquisition for the inactive railroad right of way between Sonoma and Schellville continues in fiscal year 17-18 for this 4.8 mile trail. The County has acquired three trail easements and fee title to one section of the railroad right of way. The trailhead at the southwest corner of Napa Street and 8th Street East was completed and transferred to the County in early 2014. County staff are in active negotiations with Union Pacific Railroad to acquire their property rights in the railroad right of way. The County will also need to obtain a license agreement from Sonoma Marin Area Rail Transit who owns a section of the railroad right of way at the intersection of Highway 12 and 121.

Once acquisition is complete, staff will pursue funding to complete the design and engineering, California Environmental Quality Act compliance, and construction. The project is partially funded with Measure M funds.

This is project number 83 in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	1,178
Design/PM:	250
Construction:	1,371
Furniture/Reloc:	0
Other:	0
Project Total:	2,799

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	64
Other:	0
OM Total:	64

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Measure M	100	50	100	100	300	0	0	500	0	650
Park Mitigation Fees-6	57	182	23	0	0	0	0	23	0	262
Unfunded	0	0	54	1,032	0	801	0	1,887	0	1,887
TOTALS:	157	232	176	1,132	300	801	0	2,410	0	2,799

All Values are presented in Thousands (1 x 1000)

Sonoma Valley Regional Park Expansion

Function Area:

DS

Department/Division:

Regional Parks / 6 - Sonoma Valley

Request: RP09057

Project Description



This project includes three components. First, 41 acres of the Sonoma Developmental Center property were acquired by the Agricultural Preservation & Open Space District. Regional Parks is collaborating with the Regional Parks Foundation and Sonoma County Trails Council to develop a loop trail. Second, the Sonoma Land Trust, the District, Foundation, and Regional Parks acquired 29 acres north of the park. Both properties will provide additional trails, wildlife corridor protection, habitat enhancements, and viewshed preservation. The District is funding the Master Plan and Initial Public Access for these properties.

Third is the feasibility analysis of expanding the park into additional lands of the Center. The public currently uses underdeveloped portions of the Center for passive and active recreation. The State is evaluating options for the realignment of social services and facilities of the Center and the long term disposition of the property is unclear. The County is working with a coalition of public and private partners towards the long-term conservation of the property including wildlife corridor and natural resource protection, recreational use, and other purposes.

This property was impacted by the October 2017 wildfires, received some restoration work funded by others, and is expected to recover.

Project Cost by Phase	
Acquisition:	10
Design/PM:	96
Construction:	384
Furniture/Reloc:	0
Other:	0
Project Total:	490

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	15
Other:	0
OM Total:	15

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	0	0	10	0	0	0	0	10	0	10
Open Space District	38	12	0	0	0	0	0	0	0	50
Park Mitigation Fees-6	129	10	50	0	0	0	0	50	0	189
Unfunded	0	0	100	141	0	0	0	241	0	241
TOTALS:	167	22	160	141	0	0	0	301	0	490

All Values are presented in Thousands (1 x 1000)

Sonoma Valley Trail

Function Area:
DS

Request: RP13058

Department/Division:

Regional Parks / 6 - Sonoma Valley, 4 - Santa Rosa

Project Description



This project includes the planning, acquisition, and development of the 13 mile Sonoma Valley Trail along the Highway 12 corridor from Melita Road (Santa Rosa) to Agua Caliente Road (Springs Area). The trail extends north from the Central Sonoma Valley Trail project. This project will provide a safe and separated pathway from Highway 12 and would provide connections to destination areas such as regional and state parks, wineries, restaurants, schools, and local businesses along the Highway 12 corridor.

Caltrans funded the feasibility study for the project which was completed in February 2016. The feasibility study identified a preferred trail alignment and recommended the project be completed in phases as funding becomes available.

This is project number 183 in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways. Current work includes securing grant funding and acquiring right-of-way for the trail.

Project Cost by Phase	
Acquisition:	725
Design/PM:	1,245
Construction:	7,392
Furniture/Reloc:	0
Other:	0
Project Total:	9,362

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	120
Other:	0
OM Total:	120

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Caltrans	191	0	0	0	0	0	0	0	0	191
Park Mitigation Fees-4	5	0	0	0	0	0	0	0	0	5
Park Mitigation Fees-6	71	50	0	25	0	0	0	25	0	146
Unfunded	0	0	4,025	500	4,495	0	0	9,020	0	9,020
TOTALS:	267	50	4,025	525	4,495	0	0	9,045	0	9,362

All Values are presented in Thousands (1 x 1000)

Spring Lake Greenway

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP16085

Project Description



This project includes planning, acquisition, and construction of the 0.50-mile greenway from Summerfield Road to Spring Lake Regional Park. The greenway will provide public open space, pedestrian and bicycle trails, and other recreational amenities. The greenway is located within the 55-acre right of way owned by Caltrans which will no longer be used for the Highway 12 extension. Regional Parks will partner with the Southeast Greenway Campaign, Sonoma County Bicycle Coalition, City of Santa Rosa, and Sonoma County Water Agency to develop the greenway. The Sonoma County Water Agency will secure title to the land and provide financial assistance.

The City of Santa Rosa's Southeast Greenway segment extends westward from Summerfield Road to Farmers Lane.

Project Cost by Phase	
Acquisition:	15
Design/PM:	115
Construction:	500
Furniture/Reloc:	0
Other:	0
Project Total:	630

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	15
Other:	0
OM Total:	15

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Spring Lake Park Ops Funds	10	0	0	5	5	5	5	20	0	30
Unfunded	0	0	0	0	100	100	400	600	0	600
TOTALS:	10	0	0	5	105	105	405	620	0	630

All Values are presented in Thousands (1 x 1000)

Spring Lake Park - Renovation

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP18012

Project Description



This project includes several major maintenance projects to provide safe, functional, accessible, and improved facilities to serve the public. This park facility is 45 years old. The sewage pump system needs to be replaced. The electrical system for the entire park needs to be upgraded. Work also includes renovations to the eight restrooms that serve the day use areas and campgrounds, including replacing aging plumbing fixtures, partitions, hand dryers, lighting, and related amenities, and painting and other finishes.

This project also includes renovating and updating the amenities including paved bike trail, swimming lagoon, picnic facilities, interpretive areas, parking areas, utilities, and signage.

Project Cost by Phase	
Acquisition:	0
Design/PM:	250
Construction:	950
Furniture/Reloc:	0
Other:	0
Project Total:	1,200

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-5
Other:	0
OM Total:	-5

Personnel:	0
Revenue/Refund:	

Service Impact:

Improvements decrease maintenance costs.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Major Maintenance	0	0	0	50	50	50	0	150	0	150
Unfunded	0	0	0	50	500	500	0	1,050	0	1,050
TOTALS:	0	0	0	100	550	550	0	1,200	0	1,200

All Values are presented in Thousands (1 x 1000)

Spud Point Marina Major Maintenance

Function Area:

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Request: RP12005

Project Description



This project includes major maintenance at Spud Point Marina including rehabilitation of the Ice Plant, Dock Transformers, through-rods, roofs, and fuel lines. This project will keep the facility operable for fishing industry uses and support local jobs, improve safety, increase marina revenue, and reduce maintenance costs. The ice plant is nearly 30 years old and the only facility between Fort Bragg and San Francisco Bay. The ice plant rehabilitation includes an overhaul of the ice machine, building, storage and delivery system. The project includes the replacement of four transformers, marina office roof, and fuel lines from the service dock to the fuel dock.

Project Cost by Phase	
Acquisition:	0
Design/PM:	214
Construction:	710
Furniture/Reloc:	0
Other:	0
Project Total:	924

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-11
Other:	-2
OM Total:	-13

Personnel:	0
Revenue/Refund:	2

Service Impact:

Reduce maintenance costs and increase revenue.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Spud Point Marina Ent.	374	150	400	0	0	0	0	400	0	924
TOTALS:	374	150	400	0	0	0	0	400	0	924

All Values are presented in Thousands (1 x 1000)

Steelhead Beach Phase 3

Function Area:

DS

Department/Division:

Regional Parks / 3 - Russian River

Request: RP13026

Project Description



A camping analysis for Steelhead Beach was completed in 2011 at the request of the State Coastal Conservancy as Phase 2 construction was being completed. The Phase 3 project would develop a camp host site with utilities, walk-in campsites with fire rings and tables, installation of shower fixtures in the existing restroom building, and related amenities. Improvements would support the Russian River Water Trail project and allow multi-day Russian River trips, improve site security, and increase revenue.

The project is partially funded with major maintenance and park mitigation fees.

Project Cost by Phase	
Acquisition:	0
Design/PM:	112
Construction:	215
Furniture/Reloc:	0
Other:	0
Project Total:	327

Operation and Maintenance Cost	
Utilities:	5
Maintenance:	39
Other:	-35
OM Total:	9

Personnel:	0
Revenue/Refund:	35

Service Impact:

Increase for maintaining improved facility; new use increases revenue.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Major Maintenance	0	0	0	25	0	0	0	25	0	25
Park Mitigation Fees-3	79	15	15	0	0	0	0	15	0	109
State Coastal Conservancy	32	0	0	0	0	0	0	0	0	32
Unfunded	0	0	0	162	0	0	0	162	0	162
TOTALS:	111	15	15	187	0	0	0	202	0	327

All Values are presented in Thousands (1 x 1000)

Stewarts Point Trail

Function Area:

DS

Request: RP16023

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description



This project includes acquisition and development of approximately 0.8 miles of California Coastal Trail and a 7-vehicle parking trailhead with amenities located on an easement proposed at Stewart's Point Ranch. Regional Parks is collaborating with Save the Redwood League, Sonoma County Agricultural Preservation & Open Space District, State Coastal Conservancy and others to open a historically significant and visually spectacular section of Sonoma County's north coast.

Acquisition was completed in 2017. A consultant contract for biological resource surveys, public engagement, design and engineering, environmental and regulatory permitting has been executed. Biological surveys and the public engagement process will begin in the spring of 2018. Design and engineering are anticipated to be completed in the fall of 2018, and the environmental and regulatory permit process completed in the spring of 2019. Based on securing all approvals and funding for construction, the project will be bid in the summer of 2019, and construction completed in 2020.

Project Cost by Phase	
Acquisition:	12
Design/PM:	235
Construction:	431
Furniture/Reloc:	0
Other:	0
Project Total:	678

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	20
Other:	0
OM Total:	20

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Open Space District	0	306	0	0	0	0	0	0	0	306
Park Mitigation Fees-1	15	0	0	0	0	0	0	0	0	15
State Coastal Conservancy	0	80	0	0	0	0	0	0	0	80
Unfunded	0	0	277	0	0	0	0	277	0	277
TOTALS:	15	386	277	0	0	0	0	277	0	678

All Values are presented in Thousands (1 x 1000)

Stillwater Cove Regional Park Renovation

Function Area:
DS

Request: RP17070

Department/Division:
Regional Parks / 1 - Sonoma Coast

Project Description



Stillwater Cove Regional Park is in need of renovating due to the age of the park. A 30 year old trail bridge was recently damaged beyond repair from flood waters and needs to be replaced. The electrical system for the campground needs to be upgraded to address constant maintenance issues. The 1-room Fort Ross Historic School located in the park has been partially restored, but roofing and interior work is needed. Park signage, trails, and other amenities are also be renovated and enhanced.

This project includes replacing the existing water supply, including chlorination tanks and water treatment system components, piping and related appurtenances from both water tanks throughout the entire park, including the office and residence. The Stillwater Cove water system needs to be replaced due to failing piping, valves, and hardware. Replacing this system will reduce staff time and money spent on fixing breaks and other repairs. As it is a public water system regulated by the state, the integrity and safety of the system infrastructure is essential.

Project Cost by Phase	
Acquisition:	0
Design/PM:	60
Construction:	222
Furniture/Reloc:	0
Other:	0
Project Total:	282

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-3
Other:	0
OM Total:	-3

Personnel:	0
Revenue/Refund:	

Service Impact:

Improvements will reduce maintenance costs.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	0	25	0	0	0	0	0	0	0	25
Major Maintenance	10	0	20	50	0	0	0	70	0	80
Unfunded	0	0	0	177	0	0	0	177	0	177
TOTALS:	10	25	20	227	0	0	0	247	0	282

All Values are presented in Thousands (1 x 1000)

Stillwater Park Expansion

Function Area:

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Request: RP17003

Project Description



This acquisition, planning, and development project includes expanding Stillwater Cove Regional Park to provide additional trails and other elements to experience the diverse natural coastal and redwood landscape. In the future, the park will be expanded into lands designated for the park, but are currently held through a life estate. Also included are acquiring and constructing trail connections including new sections of the California Coastal Trail, access to Pocket Cove, and connecting to Salt Point State Park.

Project Cost by Phase	
Acquisition:	230
Design/PM:	151
Construction:	500
Furniture/Reloc:	0
Other:	0
Project Total:	881

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	68
Other:	-20
OM Total:	48

Personnel:	0
Revenue/Refund:	20

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-1	5	7	9	10	0	0	0	19	0	31
Unfunded	0	0	355	495	0	0	0	850	0	850
TOTALS:	5	7	364	505	0	0	0	869	0	881

All Values are presented in Thousands (1 x 1000)

Taylor Mountain Expansion

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP19025

Project Description



This project is to expand Taylor Mountain Regional Park & Open Space Preserve to connect the park to more neighborhoods, increase trail mileage, and protect creeks, and scenic hillsides. Active negotiations are underway with conservation partners.

Project Cost by Phase	
Acquisition:	30
Design/PM:	10
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	40

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining expanded facility. Amount to be determined.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-4	0	0	10	0	0	0	0	10	0	10
Unfunded	0	0	30	0	0	0	0	30	0	30
TOTALS:	0	0	40	0	0	0	0	40	0	40

All Values are presented in Thousands (1 x 1000)

Taylor Mountain Phase 1

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP10043

Project Description



Phase 1 development includes a new park entrance, trailhead, equestrian and vehicle parking, picnic sites, a restroom, natural play area, and trails from the Petaluma Hill Road entry on the western side of this 1,100-acre park. This project is funded with a \$750,000 State Parks Statewide Parks Program grant and Park Mitigation Fees. The project site is chosen as the first phase of development because of its ease of access off of an arterial road. The site has the fewest limitations to development and is close to equestrian areas and facilities.

Most of Phase 1 construction was completed summer 2015. The restroom was completed in 2018. Remaining work includes a natural play area and some additional trail work. The natural play area is in the community outreach process and is scheduled for construction in the summer of 2018.

Funding and in kind services for the remaining Phase 1 work include the balance of the Statewide Parks Program grant, the Sonoma County Regional Parks Foundation, Sonoma County Trails Council, and Park Mitigation Fees.

Project Cost by Phase	
Acquisition:	0
Design/PM:	195
Construction:	1,244
Furniture/Reloc:	0
Other:	0
Project Total:	1,439

Operation and Maintenance Cost	
Utilities:	2
Maintenance:	85
Other:	-25
OM Total:	62

Personnel:	0
Revenue/Refund:	25

Service Impact:

Increase for maintaining new facility; increase for maintaining expanded facility; new use creates revenue.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	50	0	10	0	0	0	0	10	0	60
Park Mitigation Fees-4	568	20	10	0	0	0	0	10	0	598
State Parks	600	150	0	0	0	0	0	0	0	750
Unfunded	0	31	0	0	0	0	0	0	0	31
TOTALS:	1,218	201	20	0	0	0	0	20	0	1,439

All Values are presented in Thousands (1 x 1000)

Taylor Mountain Phase 2 Trails

Function Area:

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Request: RP17043

Project Description



Phase 2 development includes the planning, design, and development of 8 miles of new trails, bridges, and pedestrian and bicycle access from Linwood Avenue, Kawana Terrace Road, and Panorama Drive. This phase will open an additional 450 acres of the 1,100 acre Taylor Mountain Regional Park and Open Space Preserve to the public.

Funding for this phase has been identified and a Recreational Trails Program grant application for \$1.7 million dollars has been recommended for funding by State Parks. Final award of the funding is expected in spring of 2018. Other sources of funding include the Sonoma County Regional Parks Foundation, the Sonoma County Trails Council, and Park Mitigation Fees. If funded, project planning and design will begin in fiscal year 17-18, with construction anticipated in fiscal year 18-19.

Project Cost by Phase	
Acquisition:	0
Design/PM:	235
Construction:	1,642
Furniture/Reloc:	0
Other:	0
Project Total:	1,877

Operation and Maintenance Cost	
Utilities:	2
Maintenance:	35
Other:	-25
OM Total:	12

Personnel:	
Revenue/Refund:	25

Service Impact:

Increase for maintaining new facility; increase for maintaining expanded facility; new use creates revenue.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	0	80	0	0	0	0	0	0	0	80
Major Maintenance	25	0	0	0	0	0	0	0	0	25
Park Mitigation Fees-4	65	0	0	0	0	0	0	0	0	65
Pending	0	1,700	0	0	0	0	0	0	0	1,700
Sonoma County Trails Council	0	0	7	0	0	0	0	7	0	7
TOTALS:	90	1,780	7	0	0	0	0	7	0	1,877

All Values are presented in Thousands (1 x 1000)

Timber Cove California Coastal Trail

Function Area:

DS

Request: RP10006

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description



Trail feasibility work is underway to identify a continuous 3 mile trail alignment parallel to Highway 1 for the California Coastal Trail. The goal is to safely connect Stillwater Cove Regional Park to Fort Ross State Historic Park for pedestrian and bicycle access. The County and State hold 13 Offers to Dedicate Coastal Access related to the California Coastal Commission's approval of the Timber Cove development.

The feasibility study is being coordinated with the update of the Local Coastal Plan, which is currently in process and led by the Permit Resource Management Department. Trail design is planned following the approval of the Feasibility Study and the adoption of the Local Coastal Plan.

Project Cost by Phase	
Acquisition:	123
Design/PM:	300
Construction:	1,745
Furniture/Reloc:	0
Other:	0
Project Total:	2,168

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	30
Other:	0
OM Total:	30

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-1	5	4	23	10	15	0	0	48	0	57
State Coastal Conservancy	141	0	0	0	0	0	0	0	0	141
Unfunded	0	0	50	35	985	0	0	1,070	900	1,970
TOTALS:	146	4	73	45	1,000	0	0	1,118	900	2,168

All Values are presented in Thousands (1 x 1000)

Tolay - Cannon Lane

Function Area:

DS

Department/Division:

Regional Parks / 5 - South County

Request: RP17050

Project Description



The project will construct needed road improvements to the approximately 1.3 miles of Cannon Lane. The asphalt paved road improvements include design engineering, minor widening, road shoulder and drainage improvements, and road overlay. The section of rocked road at the Park entrance will be improved with asphalt pavement and the road work also include associated signage.

Project Cost by Phase	
Acquisition:	25
Design/PM:	25
Construction:	450
Furniture/Reloc:	0
Other:	0
Project Total:	500

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-3
Other:	0
OM Total:	-3

Personnel:
Revenue/Refund:

Service Impact:

Improvements decrease maintenance costs.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
General Fund	250	0	0	0	0	0	0	0	0	250
Measure L	0	250	0	0	0	0	0	0	0	250
TOTALS:	250	250	0	0	0	0	0	0	0	500

All Values are presented in Thousands (1 x 1000)

Tolay Lake Regional Park - Shop Replacement

Function Area:

DS

Request: RP15045

Department/Division:

Regional Parks / 5 - South County, 6 - Sonoma Valley

Project Description



This project is to replace the shop at Tolay Lake Regional Park, which was destroyed by fire in 2013. The project is currently in the building permit phase that has been delayed by recent changes to County fire codes and the listed occupancy types for the shop. Regional Parks will be seeking an occupancy type change or waiver of requirements to secure the permit and construct the shop in fiscal year 18-19.

Project Cost by Phase	
Acquisition:	0
Design/PM:	145
Construction:	518
Furniture/Reloc:	0
Other:	0
Project Total:	663

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-10
Other:	0
OM Total:	-10

Personnel:
Revenue/Refund:

Service Impact:

Improvements will reduce maintenance requirements.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Insurance	101	324	135	0	0	0	0	135	0	561
Measure L	0	77	25	0	0	0	0	25	0	102
TOTALS:	101	401	160	0	0	0	0	160	0	663

All Values are presented in Thousands (1 x 1000)

Tolay Lake Regional Park Master Plan

Function Area:

DS

Request: RP07047

Department/Division:

Regional Parks / 5 - South County, 6 - Sonoma Valley

Project Description



The project is to complete a comprehensive master plan for a major regional park in Sonoma County. The plan includes two unique properties, Tolay Lake Regional Park and Tolay Creek Ranch. They are adjacent properties totaling 3,434 acres located between the City of Petaluma and Sonoma Valley. A number of resource studies and baseline assessments have already been completed. This project funding includes contributions from Federated Indians of Graton Rancheria, State Coastal Conservancy, the Sonoma County Regional Parks Foundation, and Park Mitigation Fees.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,809
Construction:	61
Furniture/Reloc:	0
Other:	0
Project Total:	1,870

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Create plan for future park.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federated Indians of Graton Rancheria	450	50	0	0	0	0	0	0	0	500
Foundation	44	0	0	0	0	0	0	0	0	44
Measure L	0	250	350	0	0	0	0	350	0	600
Park Mitigation Fees-5	355	10	0	0	0	0	0	0	0	365
Restricted Donation	61	0	0	0	0	0	0	0	0	61
State Coastal Conservancy	300	0	0	0	0	0	0	0	0	300
TOTALS:	1,210	310	350	0	0	0	0	350	0	1,870

All Values are presented in Thousands (1 x 1000)

Tolay Lake Regional Park Phase 1

Function Area:

DS

Department/Division:

Regional Parks / 5 - South County, 6 - Sonoma Valley

Request: RP15048

Project Description



The Tolay Lake Master Plan project is nearing completion and Phase 1 construction improvements are being considered. The improvements are to make improvements to the Park for the first non-restricted public access to the Park. They include improved trail alignments, some trail access to the newly incorporated Tolay Creek Ranch property into the park, well testing and certification, rangeland fencing and trail access gate improvements, equestrian staging improvements and park signage. This first phase of park improvements is proposed for fiscal year 17-18. This project will create the first non-restricted public access to the 3,434-acre park.

Project Cost by Phase	
Acquisition:	0
Design/PM:	350
Construction:	1,000
Furniture/Reloc:	0
Other:	0
Project Total:	1,350

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	115
Other:	-30
OM Total:	85

Personnel:	0
Revenue/Refund:	30

Service Impact:

O&M increase for full opening of park and adding Tolay Creek property; future facility O&M to be determined with Master Plan.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-5	5	0	0	50	50	0	0	100	0	105
Unfunded	0	0	150	350	745	0	0	1,245	0	1,245
TOTALS:	5	0	150	400	795	0	0	1,345	0	1,350

All Values are presented in Thousands (1 x 1000)

Tolay Lake Regional Park Phase 2

Function Area:

DS

Department/Division:

Regional Parks / 5 - South County, 6 - Sonoma Valley

Request: RP16049

Project Description



Phase 2 improvements will expand park facilities with new trails and campground facilities, and a new trail bridge (supporting staff vehicle access) across Tolay Creek along Old Lakeville Road Trail. This phase also includes interpretive facilities, picnic area, and other amenities.

Project Cost by Phase	
Acquisition:	0
Design/PM:	100
Construction:	680
Furniture/Reloc:	0
Other:	0
Project Total:	780

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	50
Other:	0
OM Total:	50

Personnel:	0
Revenue/Refund:	

Service Impact:

O&M to be determined with facilities identified in Master Plan.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-5	0	0	0	5	25	25	0	55	0	55
Unfunded	0	0	0	0	0	725	0	725	0	725
TOTALS:	0	0	0	5	25	750	0	780	0	780

All Values are presented in Thousands (1 x 1000)

Watson School Restoration

Function Area:

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Request: RP07009

Project Description



This project is the completion of the restoration work associated with the historic one-room schoolhouse. Exterior renovations, including a new foundation and seismic upgrades, new siding, decks, entry doors, hardware, and accessibility improvements were completed in 2012 with a \$200,000 private donation. The remaining restoration work includes a new roof, additional seismic upgrades, new windows, a wood stove for heating, and refurbished lighting and related amenities. Watson School would then be reopened to the public for historical interpretation, school programs, public meetings and historical society and non-profit use.

In addition, the existing well would be replaced or rehabilitated with utility improvements to provide a source of irrigation water for maintaining the landscaping, and for a potential restroom with additional parking.

Project Cost by Phase	
Acquisition:	0
Design/PM:	200
Construction:	454
Furniture/Reloc:	0
Other:	0
Project Total:	654

Operation and Maintenance Cost	
Utilities:	1
Maintenance:	19
Other:	-4
OM Total:	16

Personnel:	0
Revenue/Refund:	4

Service Impact:

Increase for maintaining improved and expanded facility; new use adds revenue.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	200	0	0	0	0	0	0	0	0	200
Major Maintenance	0	0	20	40						
Park Mitigation Fees-1	174	0	0	0	0	0	0	0	0	174
Unfunded	0	0	40	160	80	0	0	280	0	280
TOTALS:	374	0	60	200	80	0	0	280	0	654

All Values are presented in Thousands (1 x 1000)

West County Trail - Forestville Trails

Function Area:

DS

Department/Division:

Regional Parks / 3 - Russian River

Request: RP10045

Project Description



This project includes two components. First is the planning, acquisition, and construction of a trailhead in downtown Forestville and 0.12 mile Class 1 trail from the current trail terminus near Pajaro Lane to the intersection of Highway 116 and Mirabel Road. The Forestville Planning Association completed a lot line adjustment in 2016, allowing for a continuous trail across their revised property boundary. The Association will be donating a trail easement for the West County Trail. Additional funding was secured from the Metropolitan Transportation Commission to complete construction in fiscal year 2017-18, and another grant is pending.

The second component is the continuation of the trail from Highway 116 to Forestville Youth Park. This part of the project includes acquisition, planning, and construction for a 0.4 mile Class 1 trail paralleling the east side of Mirabel Road from Highway 116 to Forestville Youth Park. Regional Parks will seek grant funding for this segment to be implemented with the future roundabout project.

This is project number 84 in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	36
Design/PM:	100
Construction:	625
Furniture/Reloc:	0
Other:	0
Project Total:	761

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	11
Other:	0
OM Total:	11

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	0	0	0	0	0	0	0	0	0	0
Metropolitan Transportation Commission	0	200	0	0	0	0	0	0	0	200
Park Mitigation Fees-3	22	73	25	0	0	0	0	25	0	120
Unfunded	0	0	0	0	0	441	0	441	0	441
TOTALS:	22	273	25	0	0	441	0	466	0	761

All Values are presented in Thousands (1 x 1000)

West County Trail - Green Valley Road

Function Area:

DS

Request: RP19012

Department/Division:

Regional Parks / 3 - Russian River

Project Description



Acquisition and planning for a 0.26 mile Class 1 trail paralleling Green Valley Road between Ross Road and Atascadero Creek. This trail segment will close the gap between the 1.92 mile trail north to Forestville and the 0.71 mile trail south to Graton, increasing safety and improving trail user experience. Grant funding is being sought to complete this project.

Project Cost by Phase	
Acquisition:	106
Design/PM:	60
Construction:	200
Furniture/Reloc:	0
Other:	0
Project Total:	366

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	5
Other:	0
OM Total:	5

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-3	0	0	0	0	10	10	0	20	0	20
Unfunded	0	0	0	0	0	0	0	0	346	346
TOTALS:	0	0	0	0	10	10	0	20	346	366

All Values are presented in Thousands (1 x 1000)

West County Trail - Occidental Road

Function Area:

DS

Request: RP19013

Department/Division:

Regional Parks / 3 - Russian River

Project Description



Acquisition and planning for a 0.87 mile Class 1 trail paralleling Occidental Road from Highway 116 to the West County Trail/Occidental Road intersection, including intersection improvements. Occidental Road travels east west and provides a critical on road connection to the West County Trail located directly north and south of Occidental Road. There are no sidewalks or bike lanes on Occidental Road. Trail users must use the road shoulders to continue onto the West County Trail. This project would provide a trail separated from the road and close the trail gap. Regional Parks accepted an offer to dedicate a trail easement in 2016 for a portion of the needed right of way. Grant funding will be sought to complete this project.

Project Cost by Phase	
Acquisition:	400
Design/PM:	100
Construction:	368
Furniture/Reloc:	0
Other:	0
Project Total:	868

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	12
Other:	0
OM Total:	12

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-3	0	0	10	10	5	0	0	25	0	25
Unfunded	0	0	0	0	0	0	0	0	843	843
TOTALS:	0	0	10	10	5	0	0	25	843	868

All Values are presented in Thousands (1 x 1000)

West County Trail - Petaluma to Merced

Function Area:

DS

Request: RP16015

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description



The Joe Rodota Trail portion of the West County Trail was completed and has been open to public use since 1990. In August 2014, the Sonoma County Transportation Authority installed an automated counter to count the number of pedestrians and bicyclists using the trail for a two week period. The counter recorded over 700 trail users on Sunday August 10 and over 650 trail users on Sunday August 17. Sections of the paved trail and gravel shoulders have deteriorated over the 25 years and are in need of repairs. Repairs would include shoulder backfill, pavement crack repair and replacement, and pavement seal. This project area also includes the Joe Rodota Trail bridge replacement, which is described and funded as a unique project.

Additional acquisition and construction is needed connect the Joe Rodota Trail with the Laguna de Santa Rosa Trail near the City of Sebastopol. This 0.2 mile seasonal trail would cross under Highway 12 at the Laguna de Santa Rosa. An easement is needed from Caltrans.

Project Cost by Phase	
Acquisition:	5
Design/PM:	15
Construction:	25
Furniture/Reloc:	0
Other:	0
Project Total:	45

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	5
Other:	0
OM Total:	5

Personnel:
Revenue/Refund:

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	0	10	35	0	45	0	45
TOTALS:	0	0	0	0	10	35	0	45	0	45

All Values are presented in Thousands (1 x 1000)

Westside Park Boat Launch

Function Area:

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Request: RP10008

Project Description



This Westside Boat Launch improvement project has added a third boat launch lane, new boarding floats, new pathways, and improve the parking lot and fish cleaning station. This project improves access and accommodate heavy use, especially during fishing season. The new facilities are fully accessible and meet park obligations identified in the Sonoma County Self Evaluation and Transition Plan (S.E.T.P.). Planning work including environmental compliance and regulatory permitting is complete, funded with a California Division of Boating & Waterways grant. Allocated tobacco funding and park mitigation fees funded the design and construction of accessibility and barrier removal improvements. Construction occurred fall 2016. Minor items were completed in fall 2017. Mitigation and monitoring through 2021 will require additional funding, which is being sought to complete this work.

Project Cost by Phase	
Acquisition:	0
Design/PM:	513
Construction:	1,790
Furniture/Reloc:	0
Other:	0
Project Total:	2,303

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	3
Other:	-10
OM Total:	-7

Personnel:	0
Revenue/Refund:	10

Service Impact:

Improvements will increase revenue.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Boating & Waterways	2,040	0	0	0	0	0	0	0	0	2,040
Dredging Funding	0	0	10	0	0	0	0	10	0	10
General Fund-Disabled Access	200	0	0	0	0	0	0	0	0	200
Park Mitigation Fees-1	33	0	0	0	0	0	0	0	0	33
Unfunded	0	0	0	5	5	5	5	20	0	20
TOTALS:	2,273	0	10	5	5	5	5	30	0	2,303

All Values are presented in Thousands (1 x 1000)

Westside Park Renovation and Major Maintenance

Function Area:

DS

Request: RP18010

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description



This project includes grading and drainage improvements to the existing facilities; pavement rehabilitation of the campground road, parking areas, campsites and paths; and replacement of aging restroom and shower fixtures, and campground amenities. This project will improve access and accommodate heavy use. Full hook-ups will be considered for some of the camp sites. The redeveloped restroom and renovated facilities will be fully accessible and meet park obligations identified in the Sonoma County Self Evaluation and Transition Plan.

In addition, this project includes an assessment of existing park facilities and evaluating opportunities to meet current and future coastal park needs for the community and region. The last master plan update was completed over 30 years ago, and uses and management considerations have evolved. Grant funding will be sought to complete this work.

Project Cost by Phase	
Acquisition:	0
Design/PM:	380
Construction:	912
Furniture/Reloc:	0
Other:	0
Project Total:	1,292

Operation and Maintenance Cost	
Utilities:	20
Maintenance:	10
Other:	-40
OM Total:	-10

Personnel:	
Revenue/Refund:	40

Service Impact:

Increase for maintaining new facility offset by increased revenues.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Major Maintenance	0	0	0	10	30	0	0	40	0	40
Unfunded	0	0	0	52	1,000	0	0	1,052	200	1,252
TOTALS:	0	0	0	62	1,030	0	0	1,092	200	1,292

All Values are presented in Thousands (1 x 1000)

Willow Creek

Function Area:

DS

Request: RP13006

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description



Collaborate with State Parks and other public and private partners for planning public access to Sonoma County Agricultural Preservation & Open Space District protected lands in the Willow Creek environs.

Project Cost by Phase	
Acquisition:	0
Design/PM:	60
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	60

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Foundation	7	8	0	0	0	0	0	0	0	15
Unfunded	0	0	20	25	0	0	0	45	0	45
TOTALS:	7	8	20	25	0	0	0	45	0	60

All Values are presented in Thousands (1 x 1000)

Wohler Beach Improvements

Function Area:

DS

Department/Division:

Regional Parks / 2 - North County

Request: RP16017

Project Description



This project includes improving Wohler Beach River Access by renovating the boat launch, installing a permanent restroom, upgrading and connecting river access paths, interpretive signage, and other amenities. The site sees heavy use, especially in fishing season. The project will improve the safety, health, environmental quality, and provide additional recreational and educational opportunities. Integrating with the Water Agency's Westside Water Education Center will add value for students enrolled in field study programs providing connections to open space lands.

Project Cost by Phase	
Acquisition:	0
Design/PM:	50
Construction:	230
Furniture/Reloc:	0
Other:	0
Project Total:	280

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	14
Other:	0
OM Total:	14

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new structure.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Park Mitigation Fees-2	1	4	0	0	0	0	0	0	0	5
Park Mitigation Fees-3	0	0	0	5	0	0	0	5	0	5
Unfunded	0	0	0	0	270	0	0	270	0	270
TOTALS:	1	4	0	5	270	0	0	275	0	280

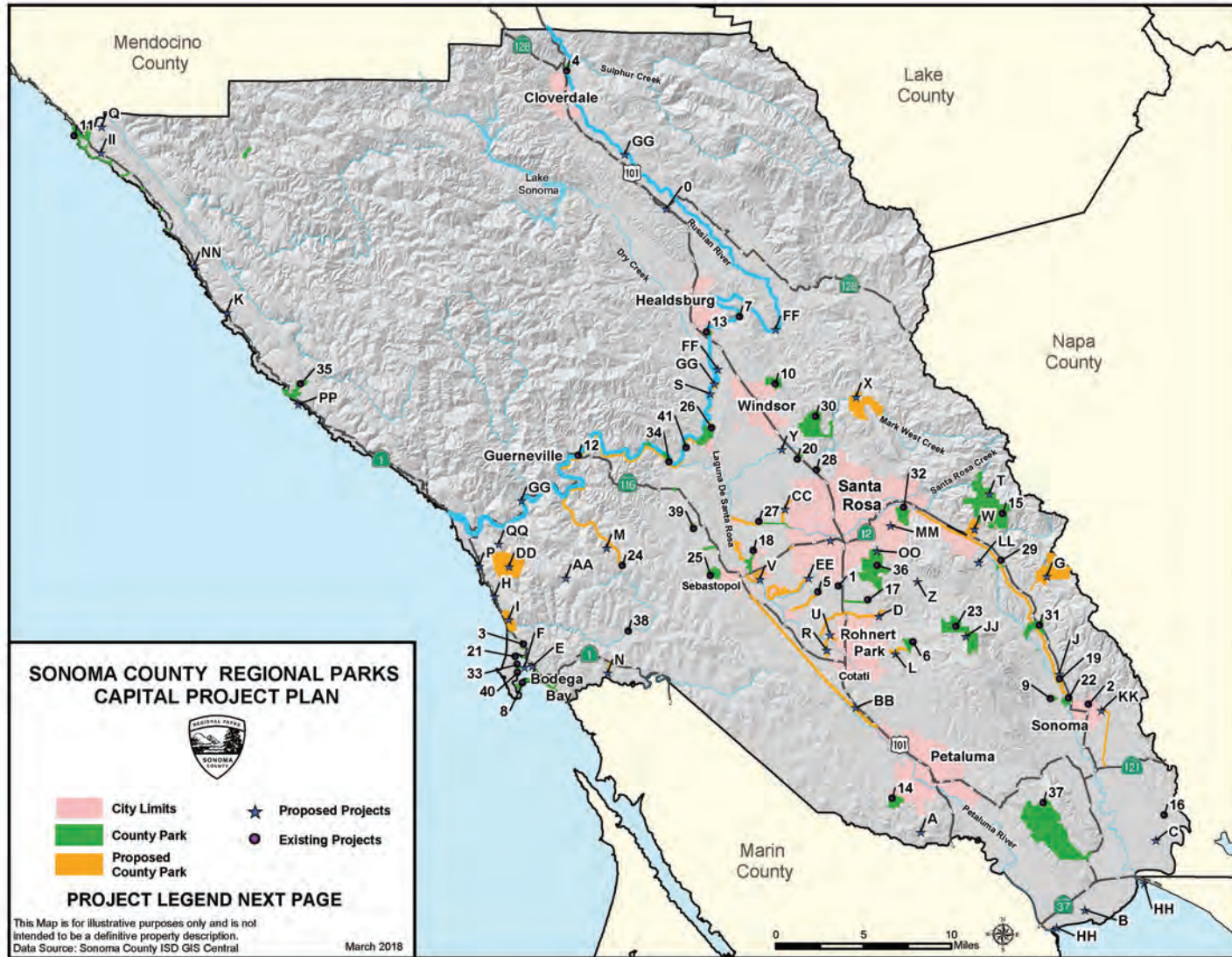
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Sonoma County Regional Parks

Existing Parks / Capital Projects			Proposed Parks / Capital Projects				
1.	Andy's Unity Park	30.	Shiloh Ranch Park	A.	Bay Area Ridge Trail	W.	Los Guillicos
2.	Arnold Fields	31.	Sonoma Valley Park	B.	Bay Trail - Petaluma		Hood House
3.	Bodega Bay Bike & Pedestrian Trail	32.	Spring Lake Park & Environmental Discovery Center	C.	Bay Trail - Sonoma		Upland Trails
	Colgan Creek Bikeway			D.	Bellevue Creek Trail	X.	Mark West Creek Park & Preserve
4.	Cloverdale River Park	33.	Spud Point Marina	E.	Bodega Bay Bike & Pedestrian Trail		
5.	Colgan Creek Bikeway	34.	Steelhead Beach	.	Harbor	Y.	Mark West Creek Trail
6.	Crane Creek Park	35.	Stillwater Cove Park		North Harbor	Z.	Matanzas Creek Park
7.	Del Rio Woods	36.	Taylor Mountain Park & Preserve		Smith Brothers Road	AA.	Occidental to Coast Trail
8.	Doran Park	37.	Tolay Lake Park	F.	Bodega Bay Dredging	BB.	Petaluma - Sebastopol Trail
9.	Ernie Smith Community Park	38.	Watson School	G.	Calabazas Creek Preserve	CC.	Peterson Creek Trail
10.	Foothill Park	39.	West County/Joe Rodota Trail	H.	California Coastal Trail	DD.	Poff Ranch Preserve
11.	Gualala Point Park		Bridge Replacement	I.	Carrington Ranch	EE.	Roseland Creek Trail
12.	Guerneville River Park		Forestville	J.	Central Sonoma Valley Trail	FF.	Russian River Bike Trail
13.	Healdsburg Veterans Memorial Beach		Green Valley Road	K.	Coastal Trail Kashia Pomo		Lower Reach
14.	Helen Putnam Park		North Wright Rd. to Sebastopol Rd	L.	Copeland Creek Trail		Middle Reach
15.	Hood Mountain Park & Preserve		Occidental Road	M.	Dutch Bill Creek Bikeway	GG.	Russian River Water Trail
16.	Hudeman Slough Boat Launch		Petaluma to Merced Ave.	N.	Estero Trail		Lower Reach
17.	Hunter Creek Trail	40.	Westside Park	O.	Geyserville River Access		Middle Reach
18.	Laguna Trail - Kelly Farm	41.	Wohler Beach Improvements	P.	Gleason Beach Access		Upper Reach
19.	Larson Park			Q.	Gualala Point Park Expansion	HH.	San Francisco Bay Water Trail
20.	Maddux Park			R.	Gossage Creek Bikeway	II.	Sea Ranch Bikeway
21.	Mason's Marina			S.	Hanson Russian River Access & Trail	JJ.	Sonoma Mountain
22.	Maxwell Farms Park			T.	Hood Mountain Park & Preserve	KK.	Sonoma Schellville Trail
23.	North Sonoma Mountain Park & Preserve				Graywood Trail	LL.	Sonoma Valley Trail
24.	Occidental Community Center				McCormick Addition	MM.	Spring Lake Greenway
25.	Riverfront Park				Santa Rosa Creek Headwaters	NN.	Stewarts Point Trail
26.	Ragle Ranch Park			U.	Laguna Bikeway	OO.	Taylor Mountain Expansion
27.	Santa Rosa Creek Trail			V.	Laguna Trail	PP.	Timber Cove Coastal Trail
28.	Schopflin Fields				Alpha Farm	QQ.	Willow Creek Preserve
29.	Shaw Park				Balletto to Occidental Road		
					Brown Farm		

Sonoma County Regional Parks



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PROJECT DETAILS

DEVELOPMENT SERVICES

TRANSPORTATION & PUBLIC WORKS

Overview

The Transportation and Public Works Department is responsible for critical services and infrastructure, including roads and public transit, an airport, multiple waste disposal sites, street lighting and four small water systems.

Our Mission

To plan, build, manage, and maintain Sonoma County's investment in quality services and infrastructure.

Our Vision

Leading the way to a safe and sustainable community through stewardship and innovation

The 2018-2023 Transportation and Public Works Capital Improvement Plan includes improvement and maintenance projects within the Airport, Integrated Waste, Road, and Transit divisions of the department.

In FY 2017-18 the following projects will be completed:

- Healdsburg Intermodal Facility
- Highway 12 Sidewalk Improvements
- Adobe at East Washington Intersection Improvements
- 2016 Pavement Preservation Program

Airport Division

Division Mission

To operate and maintain airfield facilities for airline passenger services as well as corporate, recreational, law enforcement, emergency medical transport and firefighting aircraft.

Capital Improvement Plan Objective

The goal of the proposed five year plan is to construct improvements that increase the efficiency, safety and utility of the Airport for airline, commercial aviation and recreational users consistent with Board objectives and as required by evolving federal security and safety regulations.

Division Master Plan

On January 24, 2012 the Board approved the Airport Master Plan and related General Plan and zoning amendments. The Airport maintains operational, security Administration Regulations Part 139 and Transportation Security Administration requirements and regulations and safety standards in accordance with Federal Aviation.

Scheduling of Projects

Projects are scheduled as funding is secured and to meet the ongoing safety and security requirements of the regulatory agencies.

Changes from Prior Plans

No new projects were added to the plan, updates were made to the Terminal and Long Term Parking Lot projects.

Cost and Financing

The majority of large improvement projects at the Airport are funded with Federal Aviation Administration grants. Funding for operations and for the local match requirement of state and federal funding comes from Airport operating revenues and Passenger Facility Charges. Long term financing options are being considered in 2018 to provide funding for the Terminal Project.

Integrated Waste Division

Division Mission

To provide ecological solutions to solid waste disposal, natural gas recovery, electrical generation, recycling, and community hazardous waste disposal.

Capital Improvement Plan Objective

The goal of the five year plan is to implement required maintenance projects that ensure Federal and State environmental protection requirements are met for the closed landfills that remain the County's responsibility.

Division Master Plan

The County has worked with the Cities and other stakeholders to identify a long term solution for the handling of solid waste in Sonoma County. On April 1, 2015 the Board of Supervisors approved a Master Operations Agreement with Republic Services for the operation and maintenance of the Central Disposal Site. The Master Operations Agreement provides for the operation and maintenance of the Central Disposal Site and the four rural transfer stations. In addition, the Master Operations Agreement provides for any needed capital projects to be implemented by the contractor. County staff continues to maintain the seven closed landfills as outlined in the Landfill Settlement Agreement approved by the Board on March 3, 2015.

Scheduling of Projects

Projects are scheduled to ensure Federal and State environmental protection requirements for the closed landfills with an effort to spread expenses evenly over a period of years to align with the incoming revenue streams.

Changes from Prior Plans

No significant changes reflected in the 2018-2023 Five-Year Plan; only revisions where necessary to the remaining maintenance projects to reflect additional information and new regulatory requirements.

Cost and Financing

The maintenance projects for the Former Urban Landfills (Airport, Healdsburg, Roblar and Sonoma) are funded from concession fees collected by Republic Services under the terms of the Master Operations Agreement and expended by the terms of the Landfill Settlement Agreement. The remaining maintenance projects for the Former Rural Landfills (Annapolis, Guerneville, and Occidental) continue to be funded through solid waste franchise fees.

Roads Division

Division Mission

To perform design, construction and maintenance of all roads, bridges and minor drainage systems within the County road system and keep the roads open and safely passable for public use.

Capital Improvement Plan Objective

The goal of the five year plan is to identify projects that will: upgrade and invest in the existing roads and bridges to keep them in serviceable conditions minimizing maintenance in the future years; address particular safety concerns; improve or restore traffic capacity; and improve pedestrian and bicycle circulation.

Division Master Plan

The Roads division is responsible for maintaining all of the roads and bridges found in the

Transportation & Public Works

unincorporated areas of the County. This responsibility involves a breadth of project types and funding sources and therefore utilizes multiple mechanisms for developing project priorities.

The Long Term Road Plan, approved by the Board in October of 2014, provides an evaluation framework for determining which roads will be selected for surface improvement within a given year, balancing factors such as average daily traffic, existing pavement condition, bike and transit relevance, proximity to public safety facilities and Supervisorial District. The plan also addresses the need to continue to invest in the worst county roads regardless of above mentioned evaluation framework.

The Division also utilizes the State Bridge Assessment Program in which State personnel examine the County's bridges and rates them using fixed criteria as to their condition and eligibility to qualify for Federal Rehabilitation Funds.

Additionally, not all projects lend themselves to master planning due to their unique restrictions or specifics of a particular funding source; the department's overall goal is to maximize use of all funding available to invest in the County's road and bridge infrastructure while balancing the other needs and priorities of the Board and Department.

Scheduling of Projects

Projects are planned according to established protocols as appropriate; however, the availability and deadlines associated with specific funding sources often dictate the timeline for project delivery. Projects planned for the future with undetermined funding will be delayed until funding is secured.

Changes from Prior Plans

The Occidental ADA Sidewalk Project, future federally funded pavement work, and a pedestrian pathway on Crocker Road Bridge, have been added to the plan. Projects completed in FY 2017-18 include the Geyserville Pedestrian Improvements Project, and intersection improvements at Mark West Springs Road at Lorraine/Michele Way.

Cost and Financing

Roads and Bridge projects are funded with a wide variety of funding sources including federal, state and local dollars. The amount available from each of these revenue sources varies, sometimes quite widely, from year to year.

As a component of the financing for The Long Term Road Plan, the Board has committed to an ongoing contribution of General Fund annually towards preservation of the County road network including funds specifically earmarked for the worst roads in the County.

The federal funds shown are subject to authorization through the state and regional transportation agencies with adoption of yearly regional and state transportation improvement plans. The availability of traffic mitigation fees is subject to the rate of development. Traffic mitigation funds can only be used for capacity increasing improvements, not for maintenance of existing facilities.

Transit Division

Division Capital Improvement Mission

Provide necessary facilities required for maintenance, repair, management, and operation of County-supported public transportation services.

Transportation & Public Works

Division Objectives

To be responsive to the transit travel demands of Sonoma County residents; to provide efficient and cost-effective public transportation services between Sonoma County's incorporated cities and unincorporated communities; and be responsive to local governments who fund Sonoma County Transit services through annual Transportation Development Act, State Transit Assistance and Measure M contributions.

Division Master Plan

Projects are designed to accommodate transit and park and ride users in the present, and commuter rail passengers in the future. Projected demand and available funding determine the scope and design of each project.

Scheduling of Projects

Sonoma County Transit completed the Healdsburg Intermodal Facility at the city's old Northwestern Pacific Railroad Depot.

Changes from Prior Plans

The current five-year plan only includes one project, the Transit Facility Remodel.

Cost and Financing

Capital projects for Sonoma County Transit are funded by grants obtained by federal, state, and local entities.

Aircraft Rescue and Firefighting Building

Function Area:

Development Services

Request: TPW12009

Department/Division:

Transportation & Public Works / Airport Division

Project Description



Design and construction of new Aircraft Rescue and Firefighting building. The existing Aircraft Rescue and Firefighting building was built in 1972 and no longer meets standards for Aircraft Rescue and Firefighting buildings. With new Federal Aviation Administration guidelines for aircraft safety and protection the Aircraft Rescue and Firefighting building no longer meets standards. The site of the existing building also interferes with the new airport terminal and will need to be moved before the construction of the proposed terminal begins.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,250
Construction:	13,950
Furniture/Reloc:	0
Other:	250
Project Total:	15,450

Operation and Maintenance Cost	
Utilities:	15
Maintenance:	10
Other:	0
OM Total:	25

Personnel:	0
Revenue/Refund:	0

Service Impact:

10% local match that will be funded through Passenger Facility Charges or operational revenues

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	0	0	181	0	7,880	5,893	0	13,954	0	13,954
Local	0	0	19	0	870	607	0	1,496	0	1,496
TOTALS:	0	0	200	0	8,750	6,500	0	15,450	0	15,450

All Values are presented in Thousands (1 x 1000)

Airport Perimeter Fence Enhancement

Function Area:

Development Services

Request: TPW16001

Department/Division:

Transportation & Public Works / Airport Division

Project Description



Improvement project to raise the height of existing perimeter fence to control wildlife per Federal Aviation Administration requirements. This project will be 90% funded by a Federal Aviation Administration grant.

Project Cost by Phase	
Acquisition:	0
Design/PM:	7
Construction:	190
Furniture/Reloc:	0
Other:	0
Project Total:	197

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

10% local match funded by Passenger Facility Charges or operational revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	0	6	129	0	0	0	0	129	0	135
Local	0	1	61	0	0	0	0	61	0	62
TOTALS:	0	7	190	0	0	0	0	190	0	197

All Values are presented in Thousands (1 x 1000)

Asphalt Repair/Rejuvenation/Hangar Painting and Reroofing:

Function Area:

Development Services

Request: TPW12003

Department/Division:

Transportation & Public Works / Airport Division

Project Description



Ongoing asphalt and hangar maintenance and reconstruction. Includes Airport terminal ramp rehabilitation, apron F rehabilitation, Taxiway D realignment and Taxiway Z demolition. Additional capital projects include Taxiways A, E, C, D and G overlay design and construction as well as Runway 14/32 and Runway 2/20 rehabilitation.

Project Cost by Phase	
Acquisition:	0
Design/PM:	2,952
Construction:	16,730
Furniture/Reloc:	0
Other:	0
Project Total:	19,682

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Asphalt and hangar maintenance is budgeted each year based on priorities. 10% local match will be funded by Passenger Facility Charges or operational revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	2,248	2,176	0	0	3,465	0	7,830	11,295	900	16,619
Local	433	425	0	0	585	250	1,070	1,905	300	3,063
TOTALS:	2,681	2,601	0	0	4,050	250	8,900	13,200	1,200	19,682

All Values are presented in Thousands (1 x 1000)

Industrial Building Repairs

Function Area:

Development Services

Request: TPW13001

Department/Division:

Transportation & Public Works / Airport Division

Project Description



This project will consist of the replacement of the Heating Ventilation and Air Conditioning system and the re-roofing of the Airport office building at 2290 Airport Blvd.

Project Cost by Phase	
Acquisition:	0
Design/PM:	28
Construction:	523
Furniture/Reloc:	0
Other:	0
Project Total:	551

Operation and Maintenance Cost	
Utilities:	10
Maintenance:	12
Other:	0
OM Total:	22

Personnel:	0
Revenue/Refund:	0

Service Impact:

Project is expected to be funded with operational revenues

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Local	140	201	210	0	0	0	0	210	0	551
TOTALS:	140	201	210	0	0	0	0	210	0	551

All Values are presented in Thousands (1 x 1000)

Land Acquisition

Function Area:

Development Services

Request: TPW13002

Department/Division:

Transportation & Public Works / Airport Division

Project Description



Project consists of the fee simple acquisition of land underlying the runway approaches, including the cost of relocation, demolition, and fencing. Acquisition of this land will protect the approaches to the runway by ensuring compatible land uses. Properties have been identified as part of the Airport Master Plan but require current property owner(s) to agree to sale. In 2017, the Airport was approached by the owners of the Mumm property located on the Southern edge of the airport and had begun preliminary discussions regarding terms of sale. In March 2018, the Board authorized the purchase agreement and deed for the property located at 3725 Laughlin Road, Windsor, CA. Total estimate for the acquisition is \$1,500,000, which will primarily be funded through the issuance of a County Treasury Note.

Project Cost by Phase	
Acquisition:	1,350
Design/PM:	0
Construction:	0
Furniture/Reloc:	150
Other:	0
Project Total:	1,500

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	
Other:	0
OM Total:	

Personnel:	0
Revenue/Refund:	0

Service Impact:

10% local match that will be funded through Passenger Facility Charges or operational revenues

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	0	150	0	0	0	0	0	0	0	150
Local	0	1,350	0	0	0	0	0	0	0	1,350
TOTALS:	0	1,500	0	0	0	0	0	0	0	1,500

All Values are presented in Thousands (1 x 1000)

Parking Lot

Function Area:

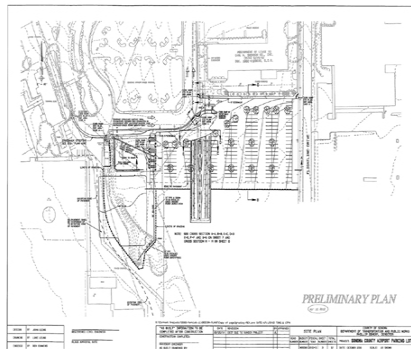
Development Services

Request: TPW13004

Department/Division:

Transportation & Public Works / Airport Division

Project Description



Construct Phase I and II of new long term auto parking lot is required in order to accommodate the increase in air passengers. Approximately 400 new automobile parking spaces will be added and the entire airport parking facility will be upgraded with a state-of-the-art payment system at exit gates and the cashier's booth. The project will be funded by a County backed Certificate of Participation.

Project Cost by Phase	
Acquisition:	0
Design/PM:	550
Construction:	4,540
Furniture/Reloc:	0
Other:	0
Project Total:	5,090

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Additional revenue generated from increase in parking will offset the loan payment

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Local	190	4,700	200	0	0	0	0	200	0	5,090
TOTALS:	190	4,700	200	0	0	0	0	200	0	5,090

All Values are presented in Thousands (1 x 1000)

Solar

Function Area:

Development Services

Request: TPW12011

Department/Division:

Transportation & Public Works / Airport Division

Project Description



This project consists of the procurement and installation of solar panels over the new long term parking lot. The goal is for the Airport to construct the solar array and then sell it to a private entity to operate and manage. This private/public partnership would allow the Airport to recoup the cost of construction and lock in current electric rates for the next twenty years.

Project Cost by Phase	
Acquisition:	0
Design/PM:	30
Construction:	1,800
Furniture/Reloc:	0
Other:	0
Project Total:	1,830

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	
Other:	0
OM Total:	

Personnel:	0
Revenue/Refund:	0

Service Impact:

10% local match that will be funded through Passenger Facility Charges or operational revenues

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Local	30	0	0	1,800	0	0	0	1,800	0	1,830
TOTALS:	30	0	0	1,800	0	0	0	1,800	0	1,830

All Values are presented in Thousands (1 x 1000)

Terminal Improvements

Function Area:

Development Services

Request: TPW12010

Department/Division:

Transportation & Public Works / Airport Division

Project Description



Phase I and Circulation Reconfiguration includes a new passenger hold room with seating for approximately 250 people, security check point expansion to two lanes and relocation of baggage claim and car rentals to avoid overcrowding. This phase of terminal expansion was completed in FY 16/17, and was in service as of June 2017.

Phase II of this capital request includes the environmental assessment and design of a new terminal section directly North of the existing terminal. This phase will be 90% funded by an Federal Aviation Administration grant.

Project Cost by Phase	
Acquisition:	0
Design/PM:	4,250
Construction:	32,500
Furniture/Reloc:	0
Other:	0
Project Total:	36,750

Operation and Maintenance Cost	
Utilities:	35
Maintenance:	25
Other:	2
OM Total:	62

Personnel:	0
Revenue/Refund:	0

Service Impact:

The anticipated expenditures will be included in the annual budget request

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	0	0	450	0	7,000	6,000	7,000	20,450	0	20,450
Local	600	700	3,000	0	4,000	4,000	4,000	15,000	0	16,300
TOTALS:	600	700	3,450	0	11,000	10,000	11,000	35,450	0	36,750

All Values are presented in Thousands (1 x 1000)

Airport Closed Landfill Maintenance

Function Area:

Development Services

Request: TPW15010

Department/Division:

Transportation & Public Works / Integrated Waste Division

Project Description



Purchase California Tiger Salamander mitigation credits (\$1,200,000), Permit and Resource Management Department services (\$50,000); wetland mitigation (\$50,000) and regrade portions of the Airport closed landfill cover (\$150,000) above clay cap to address deficiencies in the landfill cover due to the settlement of refuse mass, erosion, desiccation, and cracking of vegetative cover.

Project Cost by Phase	
Acquisition:	50
Design/PM:	50
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	100

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	150
Other:	1,301
OM Total:	1,451

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Local - Concession Fees	51	1,350	150	0	0	0	0	150	0	1,551
TOTALS:	51	1,350	150	0	0	0	0	150	0	1,551

All Values are presented in Thousands (1 x 1000)

Annapolis Closed Landfill Maintenance

Function Area:

Development Services

Request: TPW14002

Department/Division:

Transportation & Public Works / Integrated Waste Division

Project Description



Regrade portions of the Annapolis closed landfill cover above clay cap to address deficiencies in the landfill cover due to the settlement of refuse mass, erosion, desiccation, cracking of vegetative cover, and to correct sags. Ongoing maintenance of the landfill cap is required by the post-closure maintenance plan. Add leachate tank (\$5,000) and pad (\$15,000). Ditch lining and road improvements (\$40,000). Add perimeter fencing (\$140,000).

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	0

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	519
Other:	0
OM Total:	519

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Local - Franchise Fees	184	260	25	0	50	0	0	75	0	519
TOTALS:	184	260	25	0	50	0	0	75	0	519

All Values are presented in Thousands (1 x 1000)

Guerneville Closed Landfill Maintenance

Function Area:

Development Services

Request: TPW00113

Department/Division:

Transportation & Public Works / Integrated Waste Division

Project Description



Complete construction of a leachate containment and pumping station. Additional work includes (1) construction of an over side drain and energy dissipater to correct severe erosion on the north side of the closed landfill; (2) construction of a retaining wall to support the earthen slope on the edge of the closed landfill below the metals recycling bunker; (3) complete the lower pump station; and (4) adding a gabion wall protection. The County is evaluating the placement of additional leachate storage at the subject site, where if applicable a geotechnical evaluation of siting conditions will be necessary. Add fencing and ditch lining.

Project Cost by Phase	
Acquisition:	50
Design/PM:	345
Construction:	2,637
Furniture/Reloc:	0
Other:	0
Project Total:	3,031

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	830
Other:	0
OM Total:	830

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Local - Franchise Fees	2,241	0	340	250	100	100	0	790	0	3,031
TOTALS:	2,241	0	340	250	100	100	0	790	0	3,031

All Values are presented in Thousands (1 x 1000)

Healdsburg Closed Landfill Maintenance

Function Area:

Development Services

Request: TPW14003

Department/Division:

Transportation & Public Works / Integrated Waste Division

Project Description



Regrade portions of the Healdsburg closed landfill cover above clay cap to address deficiencies in the landfill cover due to the settlement of refuse mass, erosion, desiccation, cracking of vegetative cover, and to correct sags in leachate and gas conveyance piping. Ongoing maintenance of the landfill cap is required by the post-closure maintenance plan. Tie flare system into the Supervisory Control and Data Acquisition system and allow for remote turn off of the Supervisory Control and Data Acquisition system (\$15,000). Road improvements (\$50,000) and perimeter fencing (\$175,000).

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	0

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	1,821
Other:	0
OM Total:	1,821

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Local - Franchise Fees	1,167	0	344	200	10	100	0	654	0	1,821
TOTALS:	1,167	0	344	200	10	100	0	654	0	1,821

All Values are presented in Thousands (1 x 1000)

Sonoma Closed Landfill Maintenance

Function Area:

Development Services

Request: TPW00012

Department/Division:

Transportation & Public Works / Integrated Waste Division

Project Description



Add drainage improvements and toe berm to improve slope stabilization. Make road improvements and add ditch lining. Initiate sump investigation.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	250
Furniture/Reloc:	0
Other:	0
Project Total:	250

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	726
Other:	0
OM Total:	726

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Local - Concession Fees	171	0	280	300	100	100	25	805	0	976
TOTALS:	171	0	280	300	100	100	25	805	0	976

All Values are presented in Thousands (1 x 1000)

2017 Rehabilitation of Various Streets - One Bay Area Grant Project

Function Area:

Development Services

Request: TPW14010

Department/Division:

Transportation & Public Works / Roads Division

Project Description



Project includes roadway rehabilitation on five County roads. The roads include Corby Avenue and Dutton Avenue, D Street and Windsor Road and River Road. The roadway rehabilitation will consist of asphalt concrete overlays, American with Disabilities Act improvements, restriping and guard rail improvements.

Project Cost by Phase	
Acquisition:	0
Design/PM:	380
Construction:	3,800
Furniture/Reloc:	0
Other:	0
Project Total:	4,180

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact to Operating Budget

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	0	2,342	1,035	0	0	0	0	1,035	0	3,377
Local - General Fund	0	243	107	0	0	0	0	107	0	350
Local - Road Fund	100	245	108	0	0	0	0	108	0	453
TOTALS:	100	2,830	1,250	0	0	0	0	1,250	0	4,180

All Values are presented in Thousands (1 x 1000)

2019 Rehabilitation of Various Streets in Sonoma County

Function Area:

Development Services

Request: TPW17004

Department/Division:

Transportation & Public Works / Roads Division

Project Description



Pavement rehabilitation of Corby Avenue from Hearn Avenue to Santa Rosa City Limit; Dutton Avenue from Hearn Avenue to South Avenue; and Stony Point Road from Highway 116 to Rohnert Park Expressway. Length of the project is approximately 2.35 miles.

Project Cost by Phase	
Acquisition:	0
Design/PM:	270
Construction:	2,663
Furniture/Reloc:	0
Other:	0
Project Total:	2,933

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No net impact on operating budget

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	0	0	89	2,508	0	0	0	2,597	0	2,597
Local - General Fund	0	0	11	325	0	0	0	336	0	336
TOTALS:	0	0	100	2,833	0	0	0	2,933	0	2,933

All Values are presented in Thousands (1 x 1000)

Airport Boulevard and Highway 101 Interchange Landscaping Project

Function Area:

Development Services

Request: TPW14004

Department/Division:

Transportation & Public Works / Roads Division

Project Description



Design and planting of a landscaping for the interchange at Highway 101 and Airport Boulevard. This is a County led project that is part of the Measure M Airport Area Project plan that will visually improve the area surrounding the interchange. It is anticipated this project will be completed in Fiscal Year 18-19.

Project Cost by Phase	
Acquisition:	0
Design/PM:	344
Construction:	920
Furniture/Reloc:	0
Other:	0
Project Total:	1,264

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

There will be some on-going costs associated with watering plants until they are established. Cost unknown at this time.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Local - Measure M	756	344	164	0	0	0	0	164	0	1,264
TOTALS:	756	344	164	0	0	0	0	164	0	1,264

All Values are presented in Thousands (1 x 1000)

Annual Pavement Preservation Program

Function Area:

Development Services

Request: TPW15004

Department/Division:

Transportation & Public Works / Roads Division

Project Description



Placeholder for the Annual Pavement Preservation Program. Roads and treatment types to be selected based on the Road Evaluation Framework approved by the Board in fall of 2014. In Summer of 2018, a \$20.5M program is planned to be delivered which includes \$10.7M of the additional one-time funds approved by the Board in November of 2015. The on-going General Fund contribution is adjusted by any required match on federal surface treatment projects throughout the plan. Additionally the annual amount is reduced by the \$662K annual payment to be made to City of Santa Rosa as part of the Roseland Annexation agreement and reductions for future federal pavement cycles. Estimated increase due to new Road Maintenance and Rehabilitation Funds from the State are included in years 2-5.

Project Cost by Phase	
Acquisition:	0
Design/PM:	16,545
Construction:	93,045
Furniture/Reloc:	0
Other:	0
Project Total:	109,590

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Local - General Fund	38,900	18,700	15,500	5,985	5,935	6,300	6,300	40,020	0	97,620
Local - Road Fund	4,500	0	0	0	0	0	0	0	0	4,500
State - New Gas Taxes	0	3,000	5,000	5,000	5,000	5,000	5,000	25,000	0	28,000
TOTALS:	43,400	21,700	20,500	10,985	10,935	11,300	11,300	65,020	0	130,120

All Values are presented in Thousands (1 x 1000)

Boyes Boulevard over Sonoma Creek Replacement - 20C0262

Function Area:

Development Services

Request: TPW96027

Department/Division:

Transportation & Public Works / Roads Division

Project Description



Mandatory seismic replacement of bridge on Boyes Boulevard over Sonoma Creek. Existing bridge is deemed seismically deficient by State of California. Not eligible for toll credits.

Project Cost by Phase	
Acquisition:	0
Design/PM:	2,190
Construction:	6,526
Furniture/Reloc:	0
Other:	250
Project Total:	8,966

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	1,539	0	0	4,910	225	141	0	5,276	0	6,815
Local - Traffic Mitigation	199	525	525	540	25	16	0	1,106	0	1,830
State	267	0	0	0	0	0	0	0	0	267
Undetermined	0	0	0	0	33	21	0	54	0	54
TOTALS:	2,005	525	525	5,450	283	178	0	6,436	0	8,966

All Values are presented in Thousands (1 x 1000)

Chalk Hill Road Over Mayacama Creek Bridge Replacement - 20C0242

Function Area:
Development Services

Request: TPW14005

Department/Division:
Transportation & Public Works / Roads Division

Project Description



Mandatory seismic replacement of existing one-lane bridge with two-lane bridge. All phases of project eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	531
Construction:	6,400
Furniture/Reloc:	0
Other:	250
Project Total:	7,181

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	35	100	150	100	100	446	6,250	7,046	0	7,181
Undetermined	0	0	0	0	0	0	0	0	0	0
TOTALS:	35	100	150	100	100	446	6,250	7,046	0	7,181

All Values are presented in Thousands (1 x 1000)

Countywide Bridge Maintenance Program

Function Area:

Development Services

Request: TPW16004

Department/Division:

Transportation & Public Works / Roads Division

Project Description



The purpose of the Bridge Preventive Maintenance Program is to extend the life of County's bridges by performing certain maintenance activities that are authorized by the Federal Highway Administration. This project identifies bridges in the County that meet the Highway Bridge Program funding criteria and require preventive maintenance work to correct minor deficiencies early in a bridge's life. The proposed work is based on inspections performed by staff and work recommendations made in the biannual bridge inspection reports prepared by Caltrans' Structure Maintenance and Investigations. The bridge preventive maintenance work will involve some combination of (1) cleaning and patching deck spalls, (2) applying a high molecular weight methacrylate to the deck surface, (3) replacing the seals at deck joints, and (4) barrier rail resurfacing.

Project Cost by Phase	
Acquisition:	0
Design/PM:	73
Construction:	778
Furniture/Reloc:	0
Other:	0
Project Total:	851

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	0	162	162	429	0	0	0	591	0	753
Local - Road Fund	0	21	21	56	0	0	0	77	0	98
TOTALS:	0	183	183	485	0	0	0	668	0	851

All Values are presented in Thousands (1 x 1000)

Crocker Road Bridge Bike and Pedestrian Passage

Function Area:

Development Services

Request: TPW17003

Department/Division:

Transportation & Public Works / Roads Division

Project Description



The project proposes construction of a Class I bicycle and pedestrian facility which would incorporate the existing piers on the north side of Crocker Bridge. The new Class I facility would remove a significant active transit barrier for two disadvantaged neighborhoods and provide a direct multi-modal transportation connection to essential services and industries including, but not limited to, public schools, employment center, transit, postal service, performing arts, repair and maintenance, food services, retail merchants, and health care. Additional improvements associated with the project include new Americans with Disabilities Act compliant pedestrian ramps and supplemental bike lane signing and striping.

Project Cost by Phase	
Acquisition:	0
Design/PM:	750
Construction:	2,750
Furniture/Reloc:	0
Other:	0
Project Total:	3,500

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No net impact to operating budget

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	0	0	0	664	0	2,434	0	3,098	0	3,098
Local - Road Fund	0	0	0	86	0	316	0	402	0	402
TOTALS:	0	0	0	750	0	2,750	0	3,500	0	3,500

All Values are presented in Thousands (1 x 1000)

Franz Valley School Road over Franz Creek Bridge Replacement

Function Area:

Development Services

Request: TPW16002

Department/Division:

Transportation & Public Works / Roads Division

Project Description



Bridge replacement on Franz Valley School Road over Franz Creek. The project consists of building a new two lane bridge roughly parallel to the existing steel girder bridge and demolishing the existing bridge. All phases of project eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	601
Construction:	3,049
Furniture/Reloc:	0
Other:	250
Project Total:	3,900

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	38	50	175	100	433	3,054	0	3,762	0	3,850
Undetermined	0	0	0	0	0	50	0	50	0	50
TOTALS:	38	50	175	100	433	3,104	0	3,812	0	3,900

All Values are presented in Thousands (1 x 1000)

Freestone Flat Road over Salmon Creek Bridge Replacement - 20C0440

Function Area:
Development Services

Request: TPW11036

Department/Division:
Transportation & Public Works / Roads Division

Project Description



Bridge replacement to widen from one lane to two lanes the structure on Freestone Flat Road over Salmon Creek. All phases of project eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	723
Construction:	3,391
Furniture/Reloc:	0
Other:	250
Project Total:	4,363

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	370	90	100	0	1,000	2,150	250	3,500	0	3,960
Undetermined	0	0	0	153	0	0	250	403	0	403
TOTALS:	370	90	100	153	1,000	2,150	500	3,903	0	4,363

All Values are presented in Thousands (1 x 1000)

Geysers Road over Big Sulphur Creek Bridge Replacement - 20C005

Function Area:
Development Services

Request: TPW09048

Department/Division:
Transportation & Public Works / Roads Division

Project Description



Mandatory seismic replacement on Geysers Road over Big Sulphur Creek. Existing bridge is seismically deficient and too narrow for two-lane traffic. It is also structurally inadequate to carry some of the heavy trucks that transport equipment to the Geysers power plants. Right of way and construction phases eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,208
Construction:	6,867
Furniture/Reloc:	0
Other:	600
Project Total:	8,675

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	453	38	152	400	6,778	0	0	7,330	0	7,821
Local - Road Fund	144	12	48	0	0	0	0	48	0	204
Undetermined	0	0	0	50	0	0	0	50	600	650
TOTALS:	597	50	200	450	6,778	0	0	7,428	600	8,675

All Values are presented in Thousands (1 x 1000)

Geysers Road over Fraiser Creek Bridge Replacement - 20C0227

Function Area:

Development Services

Request: TPW11035

Department/Division:

Transportation & Public Works / Roads Division

Project Description



Bridge replacement to widen from one lane to two lanes the structure on Geysers Road over Fraiser Creek.

Project Cost by Phase	
Acquisition:	0
Design/PM:	991
Construction:	4,443
Furniture/Reloc:	0
Other:	250
Project Total:	5,684

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	293	100	150	288	4,603	0	0	5,041	0	5,434
Undetermined	0	0	0	0	0	0	0	0	250	250
TOTALS:	293	100	150	288	4,603	0	0	5,041	250	5,684

All Values are presented in Thousands (1 x 1000)

Hauser Bridge Road over South Fork Gualala River Bridge Replacement - 20C0240

Function Area:
Development Services

Request: TPW11034

Department/Division:
Transportation & Public Works / Roads Division

Project Description



Bridge replacement to widen from one lane to two lanes the structure on Hauser Bridge Road over South Fork of Gualala River. All phases of project are eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	2,428
Construction:	4,368
Furniture/Reloc:	0
Other:	250
Project Total:	7,046

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	2,893	3,555	231	0	0	0	0	231	0	6,679
Local - Road Fund	0	345	22	0	0	0	0	22	0	367
TOTALS:	2,893	3,900	253	0	0	0	0	253	0	7,046

All Values are presented in Thousands (1 x 1000)

Highway 116 and Mirabel Road Intersection Improvements

Function Area:

Development Services

Request: TPW04044

Department/Division:

Transportation & Public Works / Roads Division

Project Description



Roundabout and channelization at intersection of State Route 116 and Mirabel Road. This project will reconstruct and lower a section of State Route 116 between Mirabel Road and Hidden Lake Road to improve sight distance. Will improve traffic flow during peak commute hours. Part of Measure M Strategic Plan.

Project Cost by Phase	
Acquisition:	0
Design/PM:	4,422
Construction:	10,782
Furniture/Reloc:	0
Other:	0
Project Total:	15,205

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Local - Measure M	0	0	0	0	0	2,000	0	2,000	0	2,000
Local - Traffic Mitigation	2,232	0	0	0	0	0	0	0	0	2,232
State	430	0	0	0	0	0	0	0	0	430
Undetermined	0	0	0	0	0	0	0	0	10,543	10,543
TOTALS:	2,662	0	0	0	0	2,000	0	2,000	10,543	15,205

All Values are presented in Thousands (1 x 1000)

Jimtown Bridge Scour Repair - 20C0006

Function Area:

Development Services

Request: TPW12031

Department/Division:

Transportation & Public Works / Roads Division

Project Description



Scour repair of the Jimtown Bridge on Alexander Valley Road over the Russian River to enhance stability of the existing structure.

Project Cost by Phase	
Acquisition:	0
Design/PM:	450
Construction:	4,270
Furniture/Reloc:	0
Other:	300
Project Total:	5,020

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	104	0	0	0	0	0	0	0	0	104
Local - Tribal	60	20	0	0	0	0	500	500	0	580
Undetermined	0	0	0	0	0	0	500	500	3,836	4,336
TOTALS:	164	20	0	0	0	0	1,000	1,000	3,836	5,020

All Values are presented in Thousands (1 x 1000)

King Ridge Road over Austin Creek Bridge Replacement - 20C0433

Function Area:
Development Services

Request: TPW07041

Department/Division:
Transportation & Public Works / Roads Division

Project Description



Replacement of existing bridge on King Ridge Road over Austin Creek (Ohmmann's Bridge) with a clear span bridge due to severe scour issues. All phases of project eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	828
Construction:	3,262
Furniture/Reloc:	0
Other:	250
Project Total:	4,340

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	193	40	100	100	100	76	3,481	3,857	0	4,090
Local - Road Fund	0	0	0	0	0	0	0	0	0	0
Undetermined	0	0	0	0	0	0	0	0	250	250
TOTALS:	193	40	100	100	100	76	3,481	3,857	250	4,340

All Values are presented in Thousands (1 x 1000)

Lambert Bridge Road Over Dry Creek Bridge Replacement - 20C0248

Function Area:
Development Services

Request: TPW14007

Department/Division:
Transportation & Public Works / Roads Division

Project Description



Mandatory seismic replacement of existing one-lane bridge with a two-lane bridge. All phases of project eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,190
Construction:	6,113
Furniture/Reloc:	0
Other:	700
Project Total:	8,003

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact on Operating Budget

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	694	0	200	100	949	5,300	0	6,549	0	7,243
Local - Road Fund	0	60	0	0	0	0	0	0	0	60
Undetermined	0	0	0	0	0	0	0	0	700	700
TOTALS:	694	60	200	100	949	5,300	0	6,549	700	8,003

All Values are presented in Thousands (1 x 1000)

Mirabel Road Shoulder Widening Phase I

Function Area:

Development Services

Request: TPW04042

Department/Division:

Transportation & Public Works / Roads Division

Project Description



Shoulder improvements on Mirabel Road between Highway 116 and River Road to improve pedestrian and bicyclist access and safety in two phases. Phase 1 - Highway 116 to Davis Street (current project) and Phase 2 - Davis Street to River Road (future project). Part of Measure M Strategic Plan.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,887
Construction:	4,166
Furniture/Reloc:	0
Other:	0
Project Total:	6,054

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Local - Quarry Mitigation	137	0	0	0	0	800	0	800	400	1,337
State	200	0	0	0	0	0	0	0	0	200
Undetermined	0	0	0	0	0	0	0	0	4,517	4,517
TOTALS:	337	0	0	0	0	800	0	800	4,917	6,054

All Values are presented in Thousands (1 x 1000)

Monte Rio Bridge Replacement - 20C0018

Function Area:

Development Services

Request: TPW11052

Department/Division:

Transportation & Public Works / Roads Division

Project Description



Mandatory seismic replacement. Existing bridge is deemed seismically deficient by State of California. To be replaced with a new bridge downstream of existing location. Not eligible for toll credits. State Proposition 1B Seismic funds to be used as offset to local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	2,978
Construction:	17,074
Furniture/Reloc:	0
Other:	500
Project Total:	20,551

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	181	35	500	328	500	500	0	1,828	0	2,044
Local - Road Fund	73	15	0	0	0	0	0	0	0	88
State	23	0	0	0	0	0	0	0	0	23
Undetermined	0	0	85	0	10,026	8,285	0	18,396	0	18,396
TOTALS:	277	50	585	328	10,526	8,785	0	20,224	0	20,551

All Values are presented in Thousands (1 x 1000)

Occidental Americans With Disabilities Act Settlement Project

Function Area:

Development Services

Request: TPW17002

Department/Division:

Transportation & Public Works / Roads Division

Project Description



Construct Americans with Disabilities Act improvements including curb ramps and sidewalks in accordance with settlement agreement conditions and schedule

Project Cost by Phase	
Acquisition:	5
Design/PM:	450
Construction:	1,895
Furniture/Reloc:	0
Other:	0
Project Total:	2,350

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Local - Road Fund	200	2,150	0	0	0	0	0	0	0	2,350
TOTALS:	200	2,150	0	0	0	0	0	0	0	2,350

All Values are presented in Thousands (1 x 1000)

One Bay Area Grant - Farm to Market Project - Bodega Highway

Function Area:

Development Services

Request: TPW14011

Department/Division:

Transportation & Public Works / Roads Division

Project Description



The proposed construction work will include conform grinding, removal and replacement of failed asphalt in localized areas, installation of thermoplastic striping, installation of Americans with Disabilities Act compliant curb ramps, cross walks, pedestrian and bicycle signage, shoulder backing, and guard rail improvements. The project limits are from the city limits of Sebastopol west to Sexton Road approximately 2 miles along Bodega Highway.

Project Cost by Phase	
Acquisition:	0
Design/PM:	175
Construction:	1,000
Furniture/Reloc:	0
Other:	0
Project Total:	1,175

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact to Operating Budget.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	0	1,000	0	0	0	0	0	0	0	1,000
Local - General Fund	0	150	0	0	0	0	0	0	0	150
Local - Road Fund	25	0	0	0	0	0	0	0	0	25
TOTALS:	25	1,150	0	0	0	0	0	0	0	1,175

All Values are presented in Thousands (1 x 1000)

Pavement Rehabilitation of River Road County Federal-Aid Secondary

Function Area:
Development Services

Request: TPW17001

Department/Division:
Transportation & Public Works / Roads Division

Project Description



Pavement rehabilitation of River Road from Trenton-Healdsburg Road to railroad tracks just west of the Fulton, post mile 19.77-24.60. Length of the project is approximately 4.83 miles

Project Cost by Phase	
Acquisition:	0
Design/PM:	112
Construction:	3,527
Furniture/Reloc:	0
Other:	0
Project Total:	3,639

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	0	0	0	100	3,164	0	0	3,264	0	3,264
Local - General Fund	0	0	0	12	363	0	0	375	0	375
TOTALS:	0	0	0	112	3,527	0	0	3,639	0	3,639

All Values are presented in Thousands (1 x 1000)

Penngrove Railroad Safety Improvements

Function Area:

Development Services

Request: TPW16003

Department/Division:

Transportation & Public Works / Roads Division

Project Description



The purpose of this project is to design and construct minor improvements within the Penngrove area to improve pedestrian safety around the railroad tracks. Improvements to include pedestrian swing gates, concrete bulb outs and various other items such as signs and striping.

Project Cost by Phase	
Acquisition:	0
Design/PM:	250
Construction:	2,000
Furniture/Reloc:	0
Other:	0
Project Total:	2,250

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Local - General Fund	258	492	1,500	0	0	0	0	1,500	0	2,250
TOTALS:	258	492	1,500	0	0	0	0	1,500	0	2,250

All Values are presented in Thousands (1 x 1000)

River Road over Gill Creek Bridge Replacement - 20C0406

Function Area:

Development Services

Request: TPW11038

Department/Division:

Transportation & Public Works / Roads Division

Project Description



Bridge replacement to widen from one lane to two lanes the structure on River Road over Gill Creek in Geyserville area. All phases of project are eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,018
Construction:	4,832
Furniture/Reloc:	0
Other:	250
Project Total:	6,100

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	595	100	100	243	4,812	0	0	5,155	0	5,850
Undetermined	0	0	0	0	0	0	0	0	250	250
TOTALS:	595	100	100	243	4,812	0	0	5,155	250	6,100

All Values are presented in Thousands (1 x 1000)

Stony Point at Roblar Road Intersection Improvements

Function Area:

Development Services

Request: TPW03051

Department/Division:

Transportation & Public Works / Roads Division

Project Description



Signalization and channelization of intersection of Stony Point Road at Roblar Road. This will improve traffic flow and increase the safety of the intersection.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,381
Construction:	2,600
Furniture/Reloc:	0
Other:	0
Project Total:	3,981

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Local - Other	81	0	0	160	0	0	0	160	0	241
Undetermined	0	0	0	640	300	2,800	0	3,740	0	3,740
TOTALS:	81	0	0	800	300	2,800	0	3,900	0	3,981

All Values are presented in Thousands (1 x 1000)

Watmaugh Road over Sonoma Creek Bridge Replacement - 20C0017

Function Area:

Development Services

Request: TPW08030

Department/Division:

Transportation & Public Works / Roads Division

Project Description



Mandatory seismic replacement of bridge on Watmaugh Road over Sonoma Creek. Existing bridge is deemed seismically deficient by State of California. Caltrans has indicated that Watmaugh Road Bridge has one of the lowest sufficiency ratings in the entire state of California. Not toll credit eligible.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,715
Construction:	4,310
Furniture/Reloc:	0
Other:	250
Project Total:	6,275

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	797	0	0	4,000	258	0	0	4,258	0	5,055
Local - Road Fund	363	50	300	0	0	0	0	300	0	713
State	7	0	0	0	0	0	0	0	0	7
Undetermined	0	0	0	500	0	0	0	500	0	500
TOTALS:	1,167	50	300	4,500	258	0	0	5,058	0	6,275

All Values are presented in Thousands (1 x 1000)

West Dry Creek Road Over Pena Creek Bridge Replacement - 20C0407

Function Area:
Development Services

Request: TPW14008

Department/Division:
Transportation & Public Works / Roads Division

Project Description



Mandatory seismic replacement of existing one-lane bridge with a two-lane bridge. Current bridge deemed seismically deficient. All phases of project eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	900
Construction:	3,941
Furniture/Reloc:	0
Other:	250
Project Total:	5,091

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact on Operating Budget.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	842	60	50	3,789	0	0	0	3,839	0	4,741
Local - Road Fund	0	0	100	0	0	0	0	100	0	100
Undetermined	0	0	0	0	250	0	0	250	0	250
TOTALS:	842	60	150	3,789	250	0	0	4,189	0	5,091

All Values are presented in Thousands (1 x 1000)

Wohler Road over Mark West Creek Bridge Replacement - 20C0139

Function Area:
Development Services

Request: TPW96057

Department/Division:
Transportation & Public Works / Roads Division

Project Description



Mandatory seismic replacement of bridge on Wohler Road over Mark West Creek. Existing bridge is deemed seismically deficient by State of California. "Little Wohler" has an adverse alignment that will be corrected as part of the replacement. Construction and right-of-way phases eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,354
Construction:	5,611
Furniture/Reloc:	0
Other:	250
Project Total:	7,215

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	612	0	5,500	79	0	0	0	5,579	0	6,191
Local - Road Fund	518	200	0	0	0	0	0	0	0	718
State	56	0	0	0	0	0	0	0	0	56
Undetermined	0	0	0	0	0	0	250	250	0	250
TOTALS:	1,186	200	5,500	79	0	0	250	5,829	0	7,215

All Values are presented in Thousands (1 x 1000)

Wohler Road over Russian River Bridge Retrofit - 20C0155

Function Area:

Development Services

Request: TPW96053

Department/Division:

Transportation & Public Works / Roads Division

Project Description



Mandatory seismic retrofit of historic bridge on Wohler Road over the Russian River. Existing bridge is deemed seismically deficient by State of California. Construction eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,627
Construction:	13,209
Furniture/Reloc:	0
Other:	211
Project Total:	15,046

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Federal	750	0	0	6,481	6,481	0	0	12,962	0	13,712
Local - Road Fund	591	10	250	0	0	0	0	250	0	851
State	72	100	100	0	0	0	0	100	0	272
Undetermined	0	0	0	0	0	211	0	211	0	211
TOTALS:	1,413	110	350	6,481	6,481	211	0	13,523	0	15,046

All Values are presented in Thousands (1 x 1000)

Transit Facility Remodel

Function Area:

Development Services

Request: TPW15008

Department/Division:

Transportation & Public Works / Transit Division

Project Description



This project calls for modernizing the Sonoma County Transit operating facility that was constructed in 1984. Improvements will be made throughout the facility which includes administrative offices, dispatch center, drivers' room, restrooms and maintenance areas. Project elements include heating, ventilation and air conditioning upgrades, energy efficient lighting throughout, reconfiguration of interior spaces to maximize use, new roof, wall covering, flooring and skylights. It is envisioned that the project will be funded by Federal Transit Administration and Transit Development Act funds.

Project Cost by Phase	
Acquisition:	100
Design/PM:	0
Construction:	750
Furniture/Reloc:	0
Other:	0
Project Total:	850

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

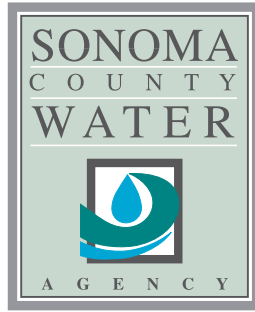
Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
State	0	0	100	600	0	0	0	700	0	700
Undetermined	0	0	0	150	0	0	0	150	0	150
TOTALS:	0	0	100	750	0	0	0	850	0	850

All Values are presented in Thousands (1 x 1000)

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PROJECT DETAILS DEVELOPMENT SERVICES SONOMA COUNTY WATER AGENCY

Sonoma County Water Agency

Overview

Our Mission

The Sonoma County Water Agency (Water Agency), a special district, was created in 1949 by an act of the California State Legislature. The Water Agency is a wholesale supplier of water to parts of Sonoma and Marin counties; provides flood control services and sanitation services; and has the authority to generate electricity and provide recreational facilities in connection with its facilities. Environmental regulations impacting its core functions have resulted in the Water Agency actively engaged in natural resource (e.g., fisheries, wetlands, etc.) protection, recovery, and enhancement. The Water Agency is implementing the Russian River Biological Opinion, issued by the National Marine Fisheries Service in September 2008, to improve operations for the benefit of endangered Coho salmon and threatened Steelhead and Chinook salmon.

Mission Statement

Effectively manage the water resources in our care for the benefit of people and the environment through resource and environmental stewardship, technical innovation and responsible fiscal management.

This mission statement and the Water Agency's values are reflected in its Strategic Plan – a five year plan of goals and strategies to address the Water Agency's most pressing needs in the areas of Organizational Operations, Sanitation, Water Supply, Energy and Flood Control. This plan guides the Water Agency as it addresses the challenges it faces in pursuing its mission. The projects in this Capital Improvement Plan are derived from the objectives in the Water Agency's Strategic Plan (www.scwa.ca.gov/strategicplan/) and from its Water Supply

Strategies Action Plan (www.scwa.ca.gov/water-supply-strategy).

Agency Objectives

Water Transmission and Supply Systems

The Water Agency provides high quality drinking water to more than 600,000 people in Sonoma and Marin counties. From its large collector wells near the Russian River, the Water Agency distributes naturally filtered water to the cities of Santa Rosa, Rohnert Park, Cotati, Petaluma and Sonoma; the Town of Windsor; and Valley of the Moon and North Marin water districts. These cities and water districts (water contractors) distribute the water to residents and businesses.

The Water Agency's transmission and supply goals as outlined in the 2017 strategic plan include: (1) protecting the drinking water supply and promoting water use efficiency; and (2) maintaining and improving the reliability of the Water Transmission System.

Flood Control

Flood risks in most communities in Sonoma County have been reduced through the construction of flood protection facilities which include flood control channels and stormwater detention reservoirs. The Water Agency maintains these flood protection facilities in a manner that balances public safety and environmental needs.

The Water Agency's flood control goal as outlined in the 2017 strategic plan includes strategies to: (1) assess, maintain, and upgrade flood protection facilities; (2) increase effectiveness of stream maintenance activities; (3) strengthen an integrated watershed management approach to flood protection; and (4) pursue new sources of funding.

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Sanitation Systems

The Water Agency manages and operates eight different sanitation districts and zones throughout Sonoma County that serve more than 50,000 people. These include the Sonoma Valley, Russian River, Occidental, and South Park County sanitation districts, and the Geyserville, Penngrove, Sea Ranch and Airport-Larkfield-Wikiup sanitation zones. High-quality tertiary treated recycled water is an important source of water that helps offset potable water demands.

The Water Agency's sanitation goals as outlined in the 2017 strategic plan include strategies to: (1) assess, maintain, and upgrade wastewater treatment, and reuse facilities to improve operational reliability; (2) decrease overflows from wastewater collection systems; and (3) improve financial health of wastewater treatment and water reuse systems.

Purpose and Background of Funds

The Water Agency's Capital Projects Plan identifies projects to be constructed over the next five years and designed to meet the Water Agency's mission and strategic objectives.

Water Transmission

In order to reliably, safely, and efficiently supply potable water to its eight water contractors, the Water Agency plans, performs environmental reviews, designs, and constructs capital improvement projects. The expansion and improvement of the water transmission system is included in the terms and conditions of the Restructured Agreement for Water Supply (Agreement) between the Water Agency and its water contractors. The water contractors' Water Advisory Committee and/or Technical Advisory Committee meets regularly (Water Advisory Committee quarterly and Technical Advisory Committee monthly) with the Water Agency to discuss the scheduling and financing of water

transmission system projects and other water supply and transmission system issues.

Capital improvements made to the water transmission system are typically funded from the Storage Facilities Fund, the Aqueduct Capital Funds (Santa Rosa, Petaluma, Sonoma aqueducts), and the Common Facilities Fund to meet the needs of the water contractors for the facilities identified under the Agreement. Capital projects have been scheduled to accommodate funding limitations, to provide the least disruption to existing facilities and water contractors, and to allow an orderly and timely start-up to meet the conditions of the Agreement or any new laws or regulations governing drinking water suppliers.

Water Supply

The Water Supply funds include the Russian River Projects Fund, the Recycled Water Fund and the Warm Springs Dam Fund. These three funds are used: (1) to pay the costs for water supply and erosion control activities along the Russian River arising from assurances given by the Water Agency for the construction of the Coyote Valley Dam Project and Warm Springs Dam Project; (2) to pay the costs incurred by the Water Agency in securing and defending its appropriate water rights necessary for the realization of the full benefit of those projects; (3) to pay the costs incurred by the Water Agency in operating the Coyote Valley Dam and Warm Springs Dam Projects; (4) to pay the costs for water supply issues arising from activities of the Potter Valley Project; and (5) for fishery enhancement programs to ensure compliance with environmental regulations and pay for recycled water projects.

Special Revenue Funds—Flood Control Zones

The Special Revenue Funds described below are used to construct and improve flood control facilities and to provide program support

Sonoma County Water Agency

services for the flood control zones in Sonoma County. Common types of features constructed to help alleviate flooding are channelization works, bypass conduit systems, diversion and detention systems. In addition, natural systems are maintained to provide flood control capacity. Sonoma County is divided into nine major watershed areas. Flood control zones were created encompassing eight of these watersheds. Zone 1A (Laguna-Mark West), Zone 2A (Petaluma River), and Zone 3A (Valley of the Moon/Upper Sonoma Creek) have the most active flood control programs. Zone 4A (Upper Russian River) and Zone 6A (Dry Creek) are completely inactive. Zone 5A (Lower Russian River) and Zone 8A (South Coastal) are less active than Zones 1A, 2A, and 3A, with only ongoing maintenance of existing facilities being performed. Zone 7A (North Coastal) has minimal fund reserves earning interest. The ninth watershed area, covering the lower portions of Sonoma Creek and the Petaluma River, were never established as a zone.

Flood control zones were created to reduce the frequency of flooding within the zone through construction of facilities to safely handle projected storm flows. An appointed advisory committee for each active zone meets regularly to make recommendations to the Water Agency's Board of Directors regarding priorities for flood protection projects within each zone. Proposed projects are evaluated in consideration of historical flooding problems, areas benefited, alternative funding available, special safety and health factors, coordination with other public projects, and environmental concerns.

Flood Control Zone 1A is the watershed area that drains into and includes the Laguna de Santa Rosa and Mark West Creek.

Flood Control Zone 2A is the watershed area in

Sonoma County that drains into and includes the Petaluma River, with the exception of the most southerly portion of the area, which consists primarily of reclaimed tidelands.

Flood Control Zone 3A is the watershed area in Sonoma County that drains into and includes Sonoma Creek, generally north of Highway 121.

The primary funding source for all three Zones is an ad valorem property tax. In the past, capital projects in Zone 1A and 2A were also funded by a voter-approved 10-year benefit assessment program for flood control, which ended June 30, 2007. Some additional funds are sometimes available from cities, the County, and community development sources to construct flood control projects. In more recent years, grants from state bond measures have also been a source of funding for flood control projects.

Sanitation

The Water Agency owns and operates four sanitation zones, which include Airport-Larkfield-Wikiup, Geyserville, Penngrove, and Sea Ranch. The Water Agency is also responsible for the overall management (including operation) of four County Sanitation Districts. The four districts include Occidental, Russian River, Sonoma Valley, and South Park. Each County Sanitation District exists as a separate legal entity. The sanitation zones operate as zones of benefit, similar to the Water Agency's flood control zones. Sanitation projects are scheduled according to the specific needs for each zone or district. Funding of projects may be accomplished by Federal and/or State grants, state revolving fund loans, certificates of participation, notes, revenue bonds, or on a pay-as-you-go basis.

Airport-Larkfield-Wikiup Sanitation Zone

The Airport-Larkfield-Wikiup Sanitation Zone

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treatment facility was originally designed as a zero discharge facility with the ability to treat wastewater to secondary wastewater treatment standards. The treatment facility was initially constructed in 1983 and has been expanded twice since then (1989 and 1997). Tertiary filters were installed at the treatment facility in 2005 allowing expanded use of the recycled water produced by the Airport Sanitation Zone. The treatment facility currently has a dry weather capacity of 0.9 million gallons per day. The Water Agency has completed a sewer master plan, developed a computer model of the collection system, and recently conducted a multi-hazard vulnerability assessment of the Airport-Larkfield-Wikiup Sanitation Zone infrastructure.

Geyserville Sanitation Zone

The Geyserville Sanitation Zone treatment facility became operational in 1981, and is designed to treat an average dry weather flow of up to 92,000 gallons per day. The current and future treatment facility inflows are expected to remain less than the treatment and disposal capacity of the Geyserville Sanitation Zone facilities. The Water Agency has recently conducted multi-hazard vulnerability assessment of the Penngrove Sanitation Zone infrastructure.

Occidental County Sanitation District

The Occidental County Sanitation District treatment plant first became operational in 1950, and was upgraded in 1970 and 1975. The plant is designed to treat an average daily dry weather flow of up to 50,000 gallons per day to secondary treatment standards. In 2018, the District commenced trucking of its wastewater to the Airport-Larkfield-Wikiup treatment plant for contracted treatment and beneficial reuse, and the Occidental County Sanitation District plant is now used for equalization storage of high flows. This operational change was implemented in order to end discharges of secondary treated

wastewater into Dutch Bill Creek and comply with a cease and desist order issued by the North Coast Regional Water Quality Control Board.

The Occidental County Sanitation District faces serious financial and operational difficulties. Due to the district's small ratepayer base, operating revenues are not sufficient to fund ongoing operations, maintenance and administrative activities. The Water Agency annually subsidizes from its General Fund the Occidental County Sanitation District. The ability to increase rates in this district is limited, and funding for any significant capital project would be financed mostly through outside funding, as available.

Penngrove Sanitation Zone

Water Agency operations in the Penngrove Sanitation Zone are limited to administrative services and operation/maintenance of the collection system and pumping station. The wastewater collected by the Penngrove Sanitation Zone collection system flows through the City of Petaluma's collection system to the City of Petaluma's wastewater treatment facility where it is treated to meet tertiary standards. The Water Agency has recently conducted multi-hazard vulnerability assessment of the Penngrove Sanitation Zone infrastructure.

Russian River County Sanitation District

The Russian River County Sanitation District treatment plant was completed in September of 1980 and began operating in 1982. The Russian River County Sanitation District treatment plant is designed to treat an average dry weather flow of up to 0.71 million gallons per day to advanced (tertiary) wastewater treatment standards. The Russian River County Sanitation District has an easement on approximately 77 acres of forest area adjacent to the treatment plant (referred to as the Burch property). Seventeen acres of the easement are best suited for irrigation purposes

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and are currently used for spray irrigation. In addition, approximately 43 acres of turf at the Northwood Golf Course are irrigated with tertiary treated wastewater. Expansion of the dry weather disposal area is necessary in order to ensure adequate disposal of dry weather inflow.

The treatment plant has historically experienced operational difficulties associated with major flooding on the Russian River. Soon after the Water Agency assumed operations of the facility in 1996, engineering and environmental documentation began to address operational problems associated with Russian River flood events, the irrigation system, and obsolete equipment at the Russian River County Sanitation District treatment plant.

The North Coast Regional Water Quality Control Board adopted a series of enforcement orders for the Russian River County Sanitation District in response to violations associated with flood events. In response, the Russian River County Sanitation District began implementation of a series of short- and long-term projects aimed at bringing the facility into compliance. The facility was brought into compliance with the completion of the Third Unit Process project in early 2005. This project, along with modifications to the lift station operations during flooding events in the Guerneville area, allows the treatment plant to pass all influent through the full treatment process. This was not possible during flood events prior to completion of the Third Unit Process Project.

In an effort to eliminate the discharge of treated wastewater containing chlorine-based disinfection by-products into the Russian River, the District, in 2012, upgraded its treatment facility to utilize ultraviolet disinfection technology. In 2014, the treatment facilities were further enhanced to reduce nitrogen and phosphorus based nutrient discharges to the

Russian River.

In addition, Russian River County Sanitation District has completed a Sanitary Sewer Capacity Assessment and developed a computer model of its collection system. The District also conducted a multi-hazard vulnerability assessment and developed a Local Mitigation Plan that is pending Federal Emergency Management Agency approval for the collection, treatment, and recycled water systems.

Sea Ranch Sanitation Zone

The Sea Ranch Sanitation Zone consists of two wastewater collection and treatment systems located in Central and North Sea Ranch. The Central and North treatment facilities both provide treatment to secondary wastewater treatment standards.

These collection and disposal systems operate independently and are isolated from each other. The Central and North treatment facilities are designed to treat average daily dry weather flows of up to 27,000 and 160,000 gallons per day, respectively. Treated wastewater from the Central treatment facility is disposed of through irrigation on land that is adjacent to the treatment facility. Currently, the North treatment facility pumps raw wastewater to the Gualala Community Services District's wastewater treatment facility where it is combined with Gualala Community Services District's influent and treated to tertiary standards. The combined effluent of North and Gualala Community Services District's treatment facility is disposed of through irrigation on the Sea Ranch Golf Links. The Sea Ranch Water Company is under contract to operate and maintain the Sea Ranch Sanitation Zone facilities for the Water Agency.

The Water Agency and The Sea Ranch Association, owner of the Sea Ranch Water

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Company, continue to investigate options for the continued operation of the Sea Ranch Sanitation Zone. Options being considered include executing an agreement between the Water Agency and the Sea Ranch Association for the continued operation of the sewer facilities and/or the transfer of all assets, liabilities, and management responsibilities to the Association.

Sonoma Valley County Sanitation District

The Sonoma Valley County Sanitation District provides wastewater collection, tertiary level treatment, and reuse and disposal service for the Sonoma Valley area. Wastewater is collected by a gravity system and flows to the Sonoma Valley County Sanitation District wastewater treatment facility for processing. Recycled water is used to irrigate local crops during the summer. During the winter, treated wastewater is provided to the Napa-Sonoma Salt Ponds for environmental restoration of the ponds, or is otherwise discharged to San Pablo Bay via Schell Slough and Hudeman Slough. The Sonoma Valley County Sanitation District treatment facility is permitted to treat an average daily dry weather flow of up to 3.0 million gallons per day.

In April 2002, the Sonoma Valley County Sanitation District completed a wet weather overflow prevention study (a study that complied with a San Francisco Bay Regional Water Quality Control Board issuance of a Notice of Violation for sewer system overflows in April of 1999). This study identified areas within the Sonoma Valley County Sanitation District collection system where repair and/or replacement projects were most needed, including numerous trunk main and collection system projects. The Sonoma Valley County Sanitation District has implemented a capital replacement program with the long-term intent of replacing these pipeline sections.

In 2012, construction was completed on a new

100 acre-foot storage pond for recycled water. This pond, which was funded by a combination federal Bureau of Reclamation and district funds, allows recycled water to be used for increased agricultural irrigation, restoration of the Napa-Sonoma salt marsh, and urban uses. In addition, in 2013, construction was completed on the Napa Sonoma Salt Marsh pipeline, which allowed delivery of 1,700 acre feet annually of recycled water to help restore a 640-acre former salt pond. In 2014, construction was completed on a new sludge dewatering facility that reduces the District's expenses for disposing of biosolids. In 2017, the Sonoma Valley County Sanitation District completed a new pipeline that allows the District to also provide recycled water for urban reuse purposes, including school and park facilities. In 2018, pumping and piping improvements within the treatment plant were completed to enhance the District's operational flexibility to manage the storage and distribution of recycled water.

A cease and desist order was issued to the Sonoma Valley County Sanitation District by the San Francisco Bay Regional Water Quality Control Board in 2015 for wet weather discharges from its collection system between 2010 and 2015. The order requires the District to complete certain capital improvements by 2024 to address capacity deficiencies in the collection system. This Capital Improvement Plan includes substantial investment in trunk main replacement/rehabilitation projects to comply with this order.

In addition, the Sonoma Valley County Sanitation District has recently completed a master plan and computer model of its collection system. Sonoma Valley County Sanitation District has also conducted a multi-hazard reliability assessment and prepared a Local Hazard Mitigation Plan, approved by Federal Emergency Management Agency in 2016, for its collection,

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treatment, and recycled water systems.

South Park County Sanitation District

The South Park County Sanitation District provides service to the South Park area using a gravity collection system that discharges to the City of Santa Rosa's collection system. Wastewater from the South Park County Sanitation District is treated and disposed of by the City of Santa Rosa at the Laguna Sub-regional Treatment Plant on Llano Road. In July of 1996, the City of Santa Rosa accepted responsibility for the operation and routine maintenance of the collection system.

An agreement for transfer of responsibility to the City of Santa Rosa of collection system operation and maintenance, and subsequent dissolution of the South Park County Sanitation District, was finalized on February of 1996. The agreement has been amended several times in the subsequent years. Under this agreement the South Park County Sanitation District was to be dissolved and transferred to the City of Santa Rosa, subject to certain conditions that included the replacement, slip-line, or repair of 41,610 feet of the collection system and upgrade of the Todd Road lift station before transfer of the South Park County Sanitation District to the City of Santa Rosa.

In 2012, an amended and restated agreement recognized that dissolution of the District and transfer to the City of Santa Rosa could not occur without annexation by the City, and therefore, a specific schedule for dissolution was removed from the agreement, along with specific targets for collection system improvements. Nonetheless, the District and City are continuing to work collaboratively in addressing needed collection system upgrades with the understanding that dissolution and transfer to the City will ultimately occur. A 2017 amendment to the 2012 amended and restated agreement further set forth specific measures

to allow the eventual transfer of all District operation and function to the City.

On December 22, 1998, the North Coast Regional Water Quality Control Board released a draft Cleanup and Abatement Order for halogenated volatile organic compounds found in soil and groundwater in the vicinity of Sebastopol Road and West Avenue in the South Park County Sanitation District service area. The draft Cleanup and Abatement Order specified that halogenated volatile organic compounds found in the soil and groundwater are the result of a release from the South Park County Sanitation District collection system. Potential costs for investigation, remediation, and legal work related to halogenated volatile organic compounds in soil and groundwater are substantial (\$2-10 million) and have not been included in this capital plan. Rather than finalize the draft Cleanup and Abatement Order, the South Park County Sanitation District, County of Sonoma, and the North Coast Regional Water Quality Control Board entered into a cooperative agreement in July of 1999 referred to as the "Plan of Action for Halogenated Volatile Organic Compounds Investigation and Mitigation in the Roseland Area" (Plan of Action). As part of the Plan of Action, the South Park County Sanitation District has performed an investigation of the extent of halogenated volatile organic compounds in groundwater in the vicinity of West Avenue and Sebastopol Road. A final report summarizing the results of this investigation was submitted to the North Coast Regional Water Quality Control Board in February of 2002. The South Park County Sanitation District and the County of Sonoma have been working with the North Coast Regional Water Quality Control Board to coordinate groundwater studies by other parties for related groundwater contamination issues in the Roseland area. Upon completion of these studies, it is anticipated that remediation

strategies will be developed by the South Park County Sanitation District, County of Sonoma, the North Coast Regional Water Quality Control Board, and other parties associated with these groundwater issues.

At present, South Park County Sanitation District is continuing capital improvement efforts required under a 2007 Cleanup and Abatement Order issued by the North Coast Regional Water Quality Control Board to replace/rehabilitate deteriorated and sub-standard portions of the collection system that threaten to cause unpermitted discharges of wastewater. These collection system improvements are required to be complete by 2019.

Administration and General

These funds include the General Fund, the Spring Lake Park Fund, and the Sustainability-Renewable Energy Fund. The Spring Lake Park Fund provides for occasional construction projects in Spring Lake Park. Spring Lake Park is a public park owned by the Water Agency and operated under contract by the Sonoma County Regional Parks Department. The Sustainability-Renewable Energy Fund provides for the Agency's Renewable Energy, Efficiency and Sustainability efforts.

Internal Service

The Internal Service Fund provides for: (1) building improvements to the Administration building at the Agency's 404 Aviation Boulevard site; (2) building improvements to the Operations and Maintenance facility at 204 Concourse Blvd; (3) building improvements to the Maintenance Center facility located at the Airport Treatment Plant; (4) funding of new building sites and other land purchases; and (5) electric power development and sales for the various enterprises owned and managed by the Water Agency.

Water Transmission System

Current Five-Year Plan

This five-year plan includes funding for 49 projects related to the water transmission system. This list of projects also includes construction projects required by the Biological Opinion. The projects identified in this section of the plan support the objectives in Water Supply Goals and Strategies of the Water Agency's Strategic Plan.

Common Facilities

There are 26 projects identified for funding in the Common Facilities Fund. Three new projects, consisting of two mainline valve projects (Vinehill Ranch and along Wohler-Forestville Pipeline) and a retaining wall along the Wohler plant access road, were added to the FY 2018-19 through FY 2022-23 capital plan for Common Facilities. The formerly identified Mirabel Chlorine Building Roof Replacement and Collectors 3, 4, & 5 Pump Discharge Valves Replacement projects were completed in 2017.

Aqueduct Facilities

There are 11 projects identified for funding within the Capital Aqueduct Funds. One new project, consisting of a mainline valve replacement at Jennings Avenue, was added to the FY 2018-19 through FY 2022-23 capital plan for Aqueduct Facilities.

Storage Facilities

There are 3 projects identified for funding in the Storage Facilities Fund. No new projects were added to the FY 2018-19 through FY 2022-23 capital plan for Storage Facilities.

Agency (O&M) Fund

There are 8 projects identified for funding in

the Agency (O&M) Fund. Three new projects, consisting of the Russian River Embankment Repair, Ralphine Tank No. 2 Recoat, and the tank recoating program, were added to the FY 2018-19 through FY 2022-23 capital plan for the Agency (O&M) Fund. The formerly identified Tank Fall Restraints Project was completed in 2017

Watershed Planning & Restoration Fund

There is 1 project identified for funding in the Watershed Planning & Restoration Fund. No new projects were added to the FY 2018-19 through FY 2022-23 capital plan for Watershed Planning & Restoration Fund.

Water Supply

Current Five-Year Plan

This five-year plan includes funding for 2 projects related to water supply and associated with implementation of the Biological Opinion. The projects identified in this section of the plan meet the objectives of Water Supply and Flood Control Goals and Strategies of the Agency's Strategic Plan.

Russian River Projects Fund

There are no projects identified for funding in the FY 2018-19 through FY 2022-23 capital plan for the Russian River Projects Fund.

Recycled Water Fund

There are no projects identified for funding in the FY 2018-19 through FY 2022-23 capital plan for the Recycled Water Fund.

Warm Springs Dam Fund

There are 2 projects identified for funding in the Warm Springs Dam Fund. No new projects were added to the FY 2018-19 through FY 2022-23 capital plan for Warm Springs Dam Fund.

Flood Control Zones

Current Five-Year Plan

This five-year plan includes funding for 7 projects related to the flood control zones. The Water Agency will not take the lead on all of these projects, but will provide administration services and funding for some of these projects through the flood control zones. Funding provided by partner entities are not included in the project costs presented in this plan. The projects identified in this section of the plan support the Objectives of Flood Control Goals and Strategies of the Agency's Strategic Plan.

Zone 1A (Laguna-Mark-West Creek)

There are 2 projects identified for funding in the Zone 1A fund. No new projects were added to the list of projects for Zone 1A in the FY 2018-19 through FY 2022-23 capital plan. The formerly identified Santa Rosa Creek Conduit Resurfacing Project, and the Copeland Creek Detention-Recharge and Habitat Restoration Project – Phase 1 were completed in 2017 and 2018, respectively.

Zone 2A (Petaluma)

There are 5 projects identified for funding in the Zone 2A fund. No new projects were added to the list of projects for Zone 2A in the FY 2018-19 through FY 2022-23 capital plan.

Zone 3A (Valley of the Moon)

There are no new projects identified for funding in the FY 2018-19 through FY 2022-23 capital plan for Zone 3A.

Sanitation Districts/ Zones

Current Five-Year Plan

This five-year plan includes funding for 35 projects related to the sanitation zones and districts managed by the Water Agency. The projects in this section of the plan support the objectives in Sanitation Goals and Strategies in the Water Agency's Strategic Plan.

Airport-Larkfield-Wikiup Sanitation Zone

There are 5 projects identified for funding in the Airport-Larkfield-Wikiup Sanitation Zone. Three new projects, consisting of the Sludge Drying Bed, Variable Frequency Drive Replacement, and Equalization Basin, were added to the FY 2018-23 capital plan for Airport-Larkfield-Wikiup Sanitation Zone.

Geyserville Sanitation Zone

There is 1 project identified for funding in the Geyserville Sanitation Zone. The Force Main Replacement project was added to the FY 2018-23 capital plan for Geyserville Sanitation Zoned.

Occidental County Sanitation District

There are 3 projects identified for funding in the Occidental County Sanitation District. One new project, consisting of the Lift Station Control Panel was added to the FY 2018-23 capital plan for Occidental County Sanitation District.

Penngrove Sanitation Zone

There are 3 projects identified for funding in the Penngrove Sanitation Zone. No new projects were added to the FY 2018-23 capital plan for Penngrove Sanitation Zone. The formerly identified Lift Station Electrical Upgrade and Pump Replacement project is now identified as

the Lift Station Flood Protection Project.

Russian River County Sanitation District

There are 5 projects identified for funding in the Russian River County Sanitation District. Four new projects, consisting of the Clarifier Seismic Retrofit, Main Lift Force Main Modifications, Main Sewer Trunk Repair, and Tertiary Filter No.1 Replacement, were added to the FY 2018-23 capital plan for Russian River County Sanitation District. The formerly identified Guerneville Lift Station Electrical Upgrade Project was completed in 2018.

Sea Ranch Sanitation Zone

There are 2 projects identified for funding in the Sea Ranch Sanitation Zone. No new projects were added to the FY 2018-23 capital plan for Sea Ranch Sanitation Zone.

Sonoma Valley County Sanitation District

There are 14 projects identified for funding in the Sonoma Valley County Sanitation District. Three new projects, consisting of Creek Bank Protection at Agua Caliente Creek Siphon, Clarifier Seismic Retrofit, and Chase Street Bridge Sewer Pipe Replacement were added to the FY 2018-23 capital plan. The formerly identified Wastewater Treatment Plant Pump and Piping Upgrade Project was completed in 2018.

South Park County Sanitation District

There are 2 projects identified for funding in the South Park County Sanitation District. No new projects were added to the FY 2018-23 capital plan for South Park County Sanitation District.

Administration and General Fund

Current Five-Year Plan

This five year capital plan includes no General Fund, Spring Lake Park Fund, or Sustainability-Renewable Energy Fund projects.

Internal Service

Current Five-Year Plan

In this five year plan, there is one project identified for funding in the Internal Services Fund. The projects in this section of the plan meet the objectives in Organizational and Energy Goals and Strategies in the Water Agency's Strategic Plan.

Facilities Fund

There are no projects identified for funding in the FY 2018-19 through FY 2022-23 capital plan for the Facilities Fund.

Power Resources Fund

There are is one project identified for funding the FY 2018-19 through FY 2022-23 capital plan for Power Resources Fund. The formerly identified Electric Vehicle Charging Stations Project was completed in 2018.

Sonoma County Water Agency

Funding Source Report

Division/Section	Funding Source	Prior FYs	Current FY 2017-18	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future FYs	Cumulative Project Total
Water Transmission System	Common Facilities Fund	2,086	1,705	7,654	7,714	9,206	8,042	4,290	36,906	1,215	41,912
Water Transmission System	Common Facilities Fund, FEMA PDM	2,550	360	9,180	1,670	0	0	0	10,850	0	13,760
Water Transmission System	Petaluma Aqueduct Capital Fund	0	230	1,770	1,915	370	7,195	2,590	13,840	44,165	58,235
Water Transmission System	Santa Rosa Aqueduct Capital Fund	67	610	560	6,225	1,060	0	0	7,845	0	8,522
Water Transmission System	Sonoma Aqueduct Capital Fund	592	450	100	4,864	998	4,463	2,216	12,639	2,550	16,231
Water Transmission System	Storage Fund	563	150	285	1184	153	218	2441	4279	5555	10547
Water Transmission System	O&M Fund	1,119	2,195	2,000	6,485	6,575	1,810	2,070	18,940	26,000	48,254
Water Transmission System	Watershed Planning and Restoration Fund, ACOE	4,961	420	420	3,535	10,445	9,375	10,377	34,152	0	39,533
Water Supply - Warm Springs Dam	Other, ACOE	17,494	11,864	665	211	0	0	0	876	0	30,234
Zone 1A Flood Control	Zone 1A	119	15	450	2,135	150	0	0	2,735	0	2,869
Zone 2A Flood Control	Zone 2A	0	0	472	0	0	0	0	472	0	472
Zone 2A Flood Control	Zone 2A, DWR	0	880	620	1,100	50	0	0	1,770	0	2,650
Airport-Larkfield-Wikiup Sanitation Zone	ALWSZ	75	50	425	55	1,970	289	0	2,739	0	2,864
Geyserville Sanitation Zone	GSZ	0	0	34	34	218	0	0	286	0	286
Occidental County Sanitation District	OCSD	535	1,815	1,003	923	0	0	0	1,926	0	4,276
Penngrove Sanitation Zone	PSZ	0	50	230	405	30	30	30	725	60	835
Penngrove Sanitation Zone	PSZ, FEMA	39	95	590	40	0	0	0	630	0	764
Russian River County Sanitation District	RRCSD	0	35	691	3,373	200	200	600	5,063	3,300	8,398
Sea Ranch Sanitation Zone	SRSZ	0	0	0	38	103	20	20	181	20	201
Sonoma Valley County Sanitation District	SVCSZ	6,375	1,646	17,554	8,362	2,902	7,101	2,280	38,199	10,840	57,059
South Park County Sanitation District	SPCSD	362	5,869	520	0	0	0	0	520	0	6,751
Internal Services Fund	Power Resources	0	120	480	0	0	0	0	480	0	600

Bennett Valley Fault Crossing

Function Area:

Development Services

Request: WA10106

Department/Division:

Water Agency / Water Transmission System

Project Description



Implement measures to increase water supply reliability and mitigate the risk of pipeline rupture in the vicinity where the 20" diameter Sonoma Aqueduct and 24" diameter Oakmont Pipeline traverse the Bennett Valley Fault system in Rincon Valley.

Project Cost by Phase	
Acquisition:	98
Design/PM:	733
Construction:	3,911
Furniture/Reloc:	0
Other:	146
Project Total:	4,888

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Aqueduct Capital Fund	0	0	0	184	153	153	1,956	2,444	0	2,444
Storage Fund	0	0	0	184	153	153	1,956	2,444	0	2,444
TOTALS:	0	0	0	367	305	305	3,911	4,888	0	4,888

All Values are presented in Thousands (1 x 1000)

48 Inch Mainline Valve at Vinehill Ranch

Function Area:

Development Services

Request: WA18001

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



Install mainline valve at Vinehill Ranch at location where AQ was hit by pipe driller in 2013.

Project Cost by Phase	
Acquisition:	0
Design/PM:	68
Construction:	288
Furniture/Reloc:	0
Other:	0
Project Total:	356

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	0	356	0	0	0	356	0	356
TOTALS:	0	0	0	356	0	0	0	356	0	356

All Values are presented in Thousands (1 x 1000)

Collector 3 & 5 Liquefaction Mitigation

Function Area:

Development Services

Request: WA04048

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



The project will address potential for structural failure of collector wells 3 & 5 at the Mirabel production facilities by mitigating the potential for liquefaction induced lateral spread. Ground improvements, structural upgrades or a combination of approaches will be used to increase the factor of safety for future seismic events.

Project Cost by Phase	
Acquisition:	0
Design/PM:	775
Construction:	10,725
Furniture/Reloc:	0
Other:	295
Project Total:	11,795

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	0	800	5,270	5,525	200	11,795	0	11,795
TOTALS:	0	0	0	800	5,270	5,525	200	11,795	0	11,795

All Values are presented in Thousands (1 x 1000)

Collector 5 Motor & Discharge Head Replacements

Function Area:

Development Services

Request: WA15006

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



Two motors and discharge heads in Collector #5 are coming to the end of their useful life. The motors are 30 years old and are a different brand and base size than the rest of the motors at Mirabel. The motors also weigh 60% more than other motors which makes it more difficult to change them out in an emergency (requiring specific rigging and tools). Since the present motors have a different base size and configuration to them, installation of an adapter plate between the motor and discharge head is necessary in order to use any other type of motor. The project will change out the discharge heads to the standard configurations that are used in the other collector wells and purchase new high efficiency motors that are the same configuration as the motors, used in the other Collectors.

Project Cost by Phase	
Acquisition:	0
Design/PM:	102
Construction:	398
Furniture/Reloc:	0
Other:	0
Project Total:	500

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	500	0	0	0	0	500	0	500
TOTALS:	0	0	500	0	0	0	0	500	0	500

All Values are presented in Thousands (1 x 1000)

Collector 6 Liquefaction Mitigation

Function Area:

Development Services

Request: WA07046

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



The project will address potential for structural failure of collector well 6 at the Wohler production facilities by mitigating the potential for liquefaction induced lateral spread. Ground improvements, structural upgrades, or a combination of approaches will be used to increase the factor of safety for seismic events.

Project Cost by Phase	
Acquisition:	0
Design/PM:	715
Construction:	5,305
Furniture/Reloc:	0
Other:	295
Project Total:	6,315

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	0	575	295	140	4,090	5,100	1,215	6,315
TOTALS:	0	0	0	575	295	140	4,090	5,100	1,215	6,315

All Values are presented in Thousands (1 x 1000)

Collector 6 Valves Vault

Function Area:

Development Services

Request: WA15008

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



The Collector 6 valve vault project will install a new vault around two existing shutoff valves located along the 20" and 24" discharge pipes at Collector 6. The new vault is required to facilitate needed repairs and maintenance on the valves.

Project Cost by Phase	
Acquisition:	0
Design/PM:	112
Construction:	193
Furniture/Reloc:	0
Other:	0
Project Total:	305

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	0	305	0	0	0	305	0	305
TOTALS:	0	0	0	305	0	0	0	305	0	305

All Values are presented in Thousands (1 x 1000)

Mirabel Chlorine Building Water Line

Function Area:

Development Services

Request: WA15010

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



Construct new waterline from Collector well No. 3 to service the Mirabel Chlorination Building. The project will replace the existing water line which has reached the end of its useful life.

Project Cost by Phase	
Acquisition:	0
Design/PM:	129
Construction:	118
Furniture/Reloc:	0
Other:	3
Project Total:	250

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	250	0	0	0	0	250	0	250
TOTALS:	0	0	250	0	0	0	0	250	0	250

All Values are presented in Thousands (1 x 1000)

Mirabel Chlorine Lines Replacement

Function Area:

Development Services

Request: WA15011

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



Replace the existing chlorine solution pipelines at the Mirabel Production Facility. The chlorine solution lines convey high concentration chlorine solution to each collector well for disinfection purposes, utilizing small diameter PVC pipelines. The solution lines have reached the end of their useful life under the corrosive effects of the chlorine solution.

Project Cost by Phase	
Acquisition:	0
Design/PM:	200
Construction:	130
Furniture/Reloc:	0
Other:	30
Project Total:	360

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	190	170	0	0	0	0	170	0	360
TOTALS:	0	190	170	0	0	0	0	170	0	360

All Values are presented in Thousands (1 x 1000)

Mirabel Dam Bladder Replacement

Function Area:

Development Services

Request: WA16001

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



Replace the Mirabel Dam's inflatable rubber bladder, which is reaching the end of its 25-30 year useful life. The rubber dam is an essential element of the Wohler/Mirabel water production facilities, controlling diversion flows and enhancing groundwater recharge in the area.

Project Cost by Phase	
Acquisition:	0
Design/PM:	437
Construction:	4,156
Furniture/Reloc:	0
Other:	190
Project Total:	4,783

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	48	150	1,405	2,980	200	0	0	4,585	0	4,783
TOTALS:	48	150	1,405	2,980	200	0	0	4,585	0	4,783

All Values are presented in Thousands (1 x 1000)

Mirabel Maintenance Building

Function Area:

Development Services

Request: WA15012

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



Provide a pre-engineered metal storage building at the Mirabel site for water transmission/supply maintenance related operations.

Project Cost by Phase	
Acquisition:	25
Design/PM:	55
Construction:	470
Furniture/Reloc:	0
Other:	0
Project Total:	550

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	125	425	0	0	0	550	0	550
TOTALS:	0	0	125	425	0	0	0	550	0	550

All Values are presented in Thousands (1 x 1000)

Mirabel - River Road Fiber Optic Line

Function Area:

Development Services

Request: WA14028

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



Install new fiber optic cable within existing conduit (abandoned chlorine solution line), between River Road Chlorine building and Collector 5, in order to upgrade the information and signal expansion that is needed for the Wohler and Mirabel area.

Project Cost by Phase	
Acquisition:	62
Design/PM:	276
Construction:	333
Furniture/Reloc:	0
Other:	15
Project Total:	686

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	486	200	0	0	0	686	0	686
TOTALS:	0	0	486	200	0	0	0	686	0	686

All Values are presented in Thousands (1 x 1000)

Mirabel Surge Tanks

Function Area:

Development Services

Request: WA08053

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



To reduce the risks of pipeline ruptures/leaks due to transient pressures in the water transmission system following power failures, construct surge control system at the Mirabel production facilities, including three 8,000 gallon surge tanks and appurtenant equipment and controls-one each at collectors 3, 4 & 5.

Project Cost by Phase	
Acquisition:	0
Design/PM:	400
Construction:	1,932
Furniture/Reloc:	0
Other:	228
Project Total:	2,560

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	17	0	0	0	257	2,286	0	2,543	0	2,560
TOTALS:	17	0	0	0	257	2,286	0	2,543	0	2,560

All Values are presented in Thousands (1 x 1000)

pH Pump Replacement

Function Area:

Development Services

Request: WA15013

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



Upgrade the pumps and programmable logic controls in both Wohler and Mirabel caustic soda (pH) buildings, to make them more efficient and program-compatible with forthcoming electronic and supervisory control and data acquisition (SCADA) master plans. The pumps and programmable logic controls will replace existing equipment.

Project Cost by Phase	
Acquisition:	0
Design/PM:	72
Construction:	233
Furniture/Reloc:	0
Other:	0
Project Total:	305

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	155	150	0	0	0	305	0	305
TOTALS:	0	0	155	150	0	0	0	305	0	305

All Values are presented in Thousands (1 x 1000)

River Diversion Structure Motor Control Center Replacement

Function Area:

Development Services

Request: WA16004

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



Replace Motor Control Center for pumps at the River Diversion Structure. Funding is needed for the removal of existing Motor Control Center (MCC) and transformer, installation of new Motor Control Center, starters, manual transfer switch, transformer, and associated equipment.

Project Cost by Phase	
Acquisition:	0
Design/PM:	99
Construction:	417
Furniture/Reloc:	0
Other:	22
Project Total:	538

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	10	528	0	0	0	0	528	0	538
TOTALS:	0	10	528	0	0	0	0	528	0	538

All Values are presented in Thousands (1 x 1000)

River Diversion Structure Pumps Replacement

Function Area:

Development Services

Request: WA15014

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



Replace the three pumps, and associated pump column piping, with new high efficient pumps to ensure reliability in the River Diversion Structure building. These pumps are used to pump water to the settling and infiltration ponds. The new pumps are submersible which will reduce maintenance costs.

Project Cost by Phase	
Acquisition:	0
Design/PM:	32
Construction:	633
Furniture/Reloc:	0
Other:	0
Project Total:	665

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	160	0	505	0	0	0	0	505	0	665
TOTALS:	160	0	505	0	0	0	0	505	0	665

All Values are presented in Thousands (1 x 1000)

Seismic Hazard Mitigation at the Mark West Creek Crossing

Function Area:

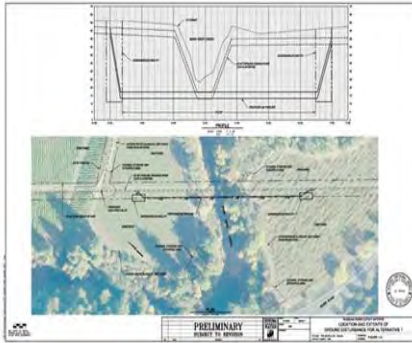
Development Services

Request: WA09051

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



Project will mitigate the risk of pipe failure due to seismic induced ground deformation by installing a new pipeline crossing at greater depth. The primary element of the proposed project is approximately a 750-foot long, 48-inch diameter steel pipeline segment that would be installed beneath the Mark West Creek. The new pipeline segment would be installed parallel to the existing pipeline and approximately 8 feet below the creek bed, 6 feet deeper than the existing pipe's depth. The existing pipeline would be disconnected and abandoned in place.

Project Cost by Phase	
Acquisition:	279
Design/PM:	992
Construction:	4,339
Furniture/Reloc:	0
Other:	127
Project Total:	5,737

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund, Federal Emergency Management Agency Pre-Disaster Mitigation	1,152	180	3,685	720	0	0	0	4,405	0	5,737
TOTALS:	1,152	180	3,685	720	0	0	0	4,405	0	5,737

All Values are presented in Thousands (1 x 1000)

Seismic Hazard Mitigation at River Diversion Structure - Structural

Function Area:

Request: WA15001

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



This natural hazard reliability project will retrofit the pumphouse portion of the River Diversion Structure to mitigate the risk of structural failure during a major earthquake.

Project Cost by Phase	
Acquisition:	0
Design/PM:	572
Construction:	2,960
Furniture/Reloc:	0
Other:	343
Project Total:	3,875

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	0	600	3,184	91	0	3,875	0	3,875
TOTALS:	0	0	0	600	3,184	91	0	3,875	0	3,875

All Values are presented in Thousands (1 x 1000)

Seismic Hazard Mitigation at the Russian River Crossing

Function Area:

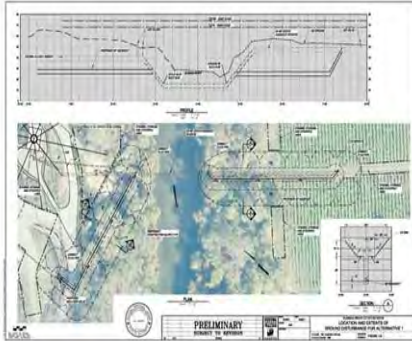
Development Services

Request: WA09055

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



The proposed project is located on the Cotati Intertie Pipeline under the Russian River to the South of Caisson 5 on the Mirabel site. The purpose of the Russian River-Cotati Intertie Pipeline Seismic Hazard Mitigation at the Russian River Crossing Project is to reduce potential pipe failure and maintain safe and reliable water service during a seismic event resulting from the permanent ground deformation caused by a moderate or severe earthquake along the Rodger's Creek/Hayward Fault. The proposed project will evaluate environmental constraints and assess subsurface soil conditions for mitigating liquefaction induced lateral spread hazard. The project includes trenching within the river banks to replace portions of the pipeline at risk. The project outcome will be a determination of the appropriate mitigation method and an assessment of the potential environmental constraints.

Project Cost by Phase	
Acquisition:	286
Design/PM:	1,209
Construction:	6,390
Furniture/Reloc:	0
Other:	138
Project Total:	8,023

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund, Federal Emergency Management Agency Pre-Disaster Mitigation	1,398	180	5,495	950	0	0	0	6,445	0	8,023
TOTALS:	1,398	180	5,495	950	0	0	0	6,445	0	8,023

All Values are presented in Thousands (1 x 1000)

Supervisory Control and Data Acquisition (SCADA) Software and Hardware

Function Area:

Request: WA15007

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



The scope of the project is to upgrade Supervisory Control and Data Acquisition (SCADA) workstations and software to current supported versions. Other objectives include upgrades to field components such as Programmable Logic Controllers and Remote Telemetry devices.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	750
Project Total:	750

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	392	358	0	0	0	750	0	750
TOTALS:	0	0	392	358	0	0	0	750	0	750

All Values are presented in Thousands (1 x 1000)

Supervisory Control and Data Acquisition (SCADA) Upgrade

Function Area:

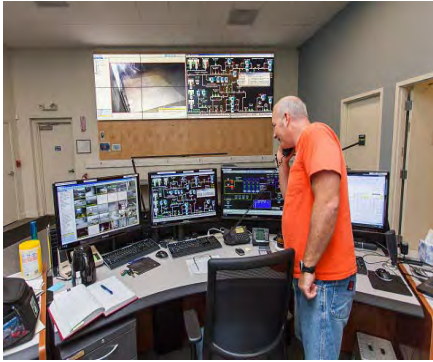
Development Services

Request: WA15005

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



The scope of this project is to reassess and revamp programming standards to accommodate current technologies as well as implement these new standards to streamline maintenance and operations.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	1,250
Project Total:	1,250

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	625	625	0	0	0	1,250	0	1,250
TOTALS:	0	0	625	625	0	0	0	1,250	0	1,250

All Values are presented in Thousands (1 x 1000)

System-Wide Meter Replacements

Function Area:

Development Services

Request: WA08056

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



To comply with regulations limiting material constituents contained within infrastructure that is in direct contact with drinking water, replace 150-175 flow meters throughout the water transmission system.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	2,061
Furniture/Reloc:	0
Other:	0
Project Total:	2,061

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	1,831	150	80	0	0	0	0	80	0	2,061
TOTALS:	1,831	150	80	0	0	0	0	80	0	2,061

All Values are presented in Thousands (1 x 1000)

Warm Springs Dam Hydroturbine Retrofit

Function Area:

Development Services

Request: WA16016

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



The Warm Springs Dam hydroturbine has reached the end of its useful life. This project will retrofit the turbine to adapt to changing flow. WSD Hydroturbine oversized relative to near and long term flow rates. Therefore, replace hydroturbine runner (impeller) with smaller one to operate more efficiently. Change buyer from PWRPA (\$60/MWh) to PG&E (\$89/MWh) to add approximately \$300k annually in revenue.

Project Cost by Phase	
Acquisition:	1
Design/PM:	832
Construction:	965
Furniture/Reloc:	0
Other:	5
Project Total:	1,803

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	13	625	1,120	45	0	0	0	1,165	0	1,803
TOTALS:	13	625	1,120	45	0	0	0	1,165	0	1,803

All Values are presented in Thousands (1 x 1000)

Water Transmission Equipment Storage Building

Function Area:

Development Services

Request: WA14008

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



This project will construct a pre engineered metal storage building at the Sonoma Booster Pump Station site to allow Operations & Maintenance to store equipment, thereby reducing the amount of time it takes to get to other facilities with needed equipment.

Project Cost by Phase	
Acquisition:	0
Design/PM:	71
Construction:	373
Furniture/Reloc:	0
Other:	28
Project Total:	472

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	17	55	400	0	0	0	0	400	0	472
TOTALS:	17	55	400	0	0	0	0	400	0	472

All Values are presented in Thousands (1 x 1000)

Wohler Access Road Retaining Wall

Function Area:

Development Services

Request: WA18003

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



The Wohler Pumping Plant has only one all-weather access route. The embankment supporting the road is failing over a length of approximately 100ft. A new retaining wall will be constructed to stabilize the embankment and support the road to ensure continued all weather access.

Project Cost by Phase	
Acquisition:	0
Design/PM:	123
Construction:	157
Furniture/Reloc:	0
Other:	5
Project Total:	285

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	50	180	55	0	0	0	235	0	285
TOTALS:	0	50	180	55	0	0	0	235	0	285

All Values are presented in Thousands (1 x 1000)

Wohler-Forestville Pipeline Throttling Valve

Function Area:

Development Services

Request: WA18002

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



The motor operated valve at the 54" operates in either open or closed, however operationally it has been determined that a throttling valve would allow additional flexibility.

Project Cost by Phase	
Acquisition:	0
Design/PM:	46
Construction:	194
Furniture/Reloc:	0
Other:	0
Project Total:	240

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	0	240	0	0	0	240	0	240
TOTALS:	0	0	0	240	0	0	0	240	0	240

All Values are presented in Thousands (1 x 1000)

Wohler Motor Replacements

Function Area:

Development Services

Request: WA15015

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



Purchase new replacement, high efficiency electric motors for existing Collectors 1 & 2 pumps. Existing motors are original (1959) and are at the end of life. In addition, replacement will achieve commonality with equipment in other collector wells.

Project Cost by Phase	
Acquisition:	0
Design/PM:	40
Construction:	960
Furniture/Reloc:	0
Other:	0
Project Total:	1,000

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	475	525	0	0	0	0	525	0	1,000
TOTALS:	0	475	525	0	0	0	0	525	0	1,000

All Values are presented in Thousands (1 x 1000)

Wohler Road Fiber Optic

Function Area:

Development Services

Request: WA16003

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



Sonoma County Transportation & Public Works is rehabilitating the Wohler Bridge crossing the Russian River, which affects existing fiber optic cables. The Water Agency will either re-string across the bridge or bury new fiber optic cables under the Russian River.

Project Cost by Phase	
Acquisition:	17
Design/PM:	50
Construction:	126
Furniture/Reloc:	0
Other:	15
Project Total:	208

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	208	0	0	0	0	208	0	208
TOTALS:	0	0	208	0	0	0	0	208	0	208

All Values are presented in Thousands (1 x 1000)

Cotati-Kastania Pipeline (Section 1-Cotati to Ely Booster Station)

Function Area:

Development Services

Request: WA17008

Department/Division:

Water Agency / Water Transmission System - Petaluma Aqueduct Capital Fund

Project Description



Section 1 of the Cotati-Kastania Pipeline project will increase transmission system capacity to the southern portion of the Water Agency's Sonoma area. The pipeline begins at the existing Russian River-Cotati Intertie pipeline, near the intersection of Madrone Road and Stony Point Road, and ends at the Ely Booster Station. The diameter of the pipeline has been modeled at 48 inches and the length of the route is approximately 7 miles.

Project Cost by Phase	
Acquisition:	950
Design/PM:	2,445
Construction:	45,180
Furniture/Reloc:	0
Other:	320
Project Total:	48,895

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Petaluma Aqueduct Capital Fund	0	0	0	0	30	2,220	2,480	4,730	44,165	48,895
TOTALS:	0	0	0	0	30	2,220	2,480	4,730	44,165	48,895

All Values are presented in Thousands (1 x 1000)

Ely Booster Station Flood Protection

Function Area:

Development Services

Request: WA16007

Department/Division:

Water Agency / Water Transmission System - Petaluma Aqueduct Capital Fund

Project Description



Ely Booster Station is part of SCWA's water transmission system and supplies water to over 200,000 residents in Marin and Sonoma County by pumping potable water to the City of Petaluma, the North Marin Water District, and the Marin Municipal Water District. The site was inundated by flood water in December of 2014, nearly flooding the high voltage electrical equipment. The Water Agency is proposing to implement the Ely Road Flood Protection project to reduce the flood risks of future rain events similar to the December 2014 incident. The project will lift the electrical equipment above the floodplain. The scope of the upgrade is to be determined, but it is expected that a number of electrical items will need to be replaced during the project.

Project Cost by Phase	
Acquisition:	10
Design/PM:	115
Construction:	505
Furniture/Reloc:	0
Other:	10
Project Total:	640

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Petaluma Aqueduct Capital Fund	0	60	520	50	10	0	0	580	0	640
TOTALS:	0	60	520	50	10	0	0	580	0	640

All Values are presented in Thousands (1 x 1000)

MSN C2 - Hwy 101 HOV Lane (Lakeville to Old Redwood Hwy)

Function Area:

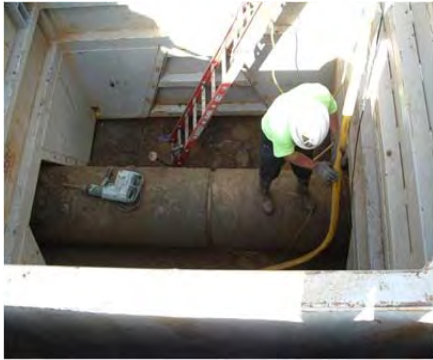
Development Services

Request: WA18024

Department/Division:

Water Agency / Water Transmission System - Petaluma Aqueduct Capital Fund

Project Description



Relocate existing 33" Petaluma Aqueduct crossing under Highway 101 (at Railroad crossing) to accommodate Caltrans HOV lane project.

Project Cost by Phase	
Acquisition:	0
Design/PM:	188
Construction:	1,688
Furniture/Reloc:	0
Other:	0
Project Total:	1,875

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Petaluma Aqueduct Capital Fund	0	150	600	1,125	0	0	0	1,725	0	1,875
TOTALS:	0	150	600	1,125	0	0	0	1,725	0	1,875

All Values are presented in Thousands (1 x 1000)

Petaluma River Crossing (Petaluma Aqueduct)

Function Area:

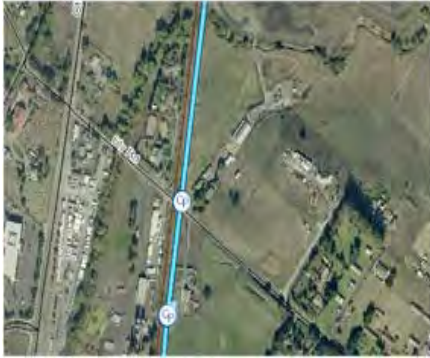
Development Services

Request: WA14006

Department/Division:

Water Agency / Water Transmission System - Petaluma Aqueduct Capital Fund

Project Description



The 33-inch Petaluma aqueduct crosses the Petaluma River close to Highway 101. This crossing has a high susceptibility for liquefaction and lateral spread hazard with expected lateral spread displacements on the order of 3 feet. As a result, the existing pipeline has a high risk of failure. The new 33-inch diameter pipeline, with length to be determined, is a natural hazard reliability project that will be designed to withstand a major seismic event.

Project Cost by Phase	
Acquisition:	275
Design/PM:	720
Construction:	4,810
Furniture/Reloc:	0
Other:	275
Project Total:	6,080

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Petaluma Aqueduct Capital Fund	0	0	0	665	330	4,975	110	6,080	0	6,080
TOTALS:	0	0	0	665	330	4,975	110	6,080	0	6,080

All Values are presented in Thousands (1 x 1000)

Wilfred Booster Station

Function Area:

Development Services

Request: WA16006

Department/Division:

Water Agency / Water Transmission System - Petaluma Aqueduct Capital Fund

Project Description



Wilfred Booster station built in 1972 needs to be upgraded to newer more efficient equipment. Replace Wilfred Booster Station's electrical building, motor, and other critical electrical components.

Project Cost by Phase	
Acquisition:	7
Design/PM:	172
Construction:	545
Furniture/Reloc:	0
Other:	21
Project Total:	745

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Petaluma Aqueduct Capital Fund	0	20	650	75	0	0	0	725	0	745
TOTALS:	0	20	650	75	0	0	0	725	0	745

All Values are presented in Thousands (1 x 1000)

Mainline Valve Replacement at Jennings

Function Area:

Development Services

Request: WA18004

Department/Division:

Water Agency / Water Transmission System - Santa Rosa Aqueduct Capital Fund

Project Description



Mainline valve replacement for Jennings Avenue. Abandon existing location and acquire new location.

Project Cost by Phase	
Acquisition:	95
Design/PM:	175
Construction:	330
Furniture/Reloc:	0
Other:	0
Project Total:	600

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Santa Rosa Aqueduct Capital Fund	0	0	50	220	330	0	0	600	0	600
TOTALS:	0	0	50	220	330	0	0	600	0	600

All Values are presented in Thousands (1 x 1000)

Santa Rosa Creek Crossing

Function Area:

Development Services

Request: WA14003

Department/Division:

Water Agency / Water Transmission System - Santa Rosa Aqueduct Capital Fund

Project Description



The 36-inch Santa Rosa aqueduct crosses the Santa Rosa Creek near Sonoma Avenue. Although Santa Rosa Creek is deeply incised into the fan deposits at the pipeline undercrossing, the steep stream banks are above the groundwater level and composed predominately of fine-grained alluvial fan deposits. In addition, the creek has locally been modified. Due to the high level of ground shaking that can be expected from rupture on the nearby Rodgers Creek fault, local failure of stream banks could occur. The project proposes to relocate the existing pipeline away from the open stream channel with an alignment that remains within the public roadway, including a trenchless crossing beneath the Santa Rosa Creek culvert. Hazard Mitigation Grant Funds from the Federal Emergency Management Agency (FEMA) are anticipated to provide partial funding in the amount of \$3 million.

Project Cost by Phase	
Acquisition:	166
Design/PM:	850
Construction:	6,670
Furniture/Reloc:	0
Other:	236
Project Total:	7,922

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Santa Rosa Aqueduct Capital Fund	67	610	510	6,005	730	0	0	7,245	0	7,922
TOTALS:	67	610	510	6,005	730	0	0	7,245	0	7,922

All Values are presented in Thousands (1 x 1000)

Calabasas Creek Crossing

Function Area:

Development Services

Request: WA15002

Department/Division:

Water Agency / Water Transmission System - Sonoma Aqueduct Capital Fund

Project Description



The 20-inch Sonoma aqueduct crosses Calabasas Creek near Sylvia drive off Sonoma Highway in Glen Ellen. The location has very high susceptibility to liquefaction and a high susceptibility to lateral spread hazard. The overall lateral spread potential is high with approximately 3 feet of lateral spread at the location of the pipeline. As a result, the pipeline has a high risk of failure. This natural hazard reliability project will modify the pipeline crossing to mitigate the risk of rupture during a major earthquake.

Project Cost by Phase	
Acquisition:	65
Design/PM:	525
Construction:	2,610
Furniture/Reloc:	0
Other:	65
Project Total:	3,265

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Aqueduct Capital Fund	0	0	0	455	260	2,550	0	3,265	0	3,265
TOTALS:	0	0	0	455	260	2,550	0	3,265	0	3,265

All Values are presented in Thousands (1 x 1000)

Sonoma Booster Pump Station Upgrade

Function Area:

Development Services

Request: WA08062

Department/Division:

Water Agency / Water Transmission System - Sonoma Aqueduct Capital Fund

Project Description



This project will improve the reliability and operability of the existing Sonoma Booster Pump Station. Reliability of the booster station will be increased by enhancing standby electrical power capacity, increasing pumping redundancy, modifying the electrical system and mitigating the seismic risks associated with the nearby Bennett Valley Fault. The operability of the Booster Station will be improved by developing a more robust and reliable surge protection system.

Project Cost by Phase	
Acquisition:	12
Design/PM:	1,387
Construction:	3,885
Furniture/Reloc:	0
Other:	13
Project Total:	5,297

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Aqueduct Capital Fund	592	450	100	3,900	255	0	0	4,255	0	5,297
TOTALS:	592	450	100	3,900	255	0	0	4,255	0	5,297

All Values are presented in Thousands (1 x 1000)

Sonoma Creek Crossing (Lawndale/Madrone)

Function Area:

Development Services

Request: WA14004

Department/Division:

Water Agency / Water Transmission System - Sonoma Aqueduct Capital Fund

Project Description



The Sonoma Aqueduct crosses Sonoma Creek both at Lawndale Road (20-inch diameter) and Madrone Road (16-inch diameter) off Sonoma Highway utilizing overhead spans (pedestrian bridge/steel truss) with structural connections that make the pipeline susceptible to failure during a major seismic event. Liquefaction and lateral spread displacements will likely cause the pipeline to fail due to minor differential movement or settlement. The proposed project is a natural hazard reliability project that will provide structural modifications to the support structures and pipeline in order to withstand a major seismic event.

Project Cost by Phase	
Acquisition:	60
Design/PM:	235
Construction:	1,600
Furniture/Reloc:	0
Other:	60
Project Total:	1,955

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Aqueduct Capital Fund	0	0	0	325	130	1,500	0	1,955	0	1,955
TOTALS:	0	0	0	325	130	1,500	0	1,955	0	1,955

All Values are presented in Thousands (1 x 1000)

Sonoma Creek Crossing (Verano Ave)

Function Area:

Development Services

Request: WA14005

Department/Division:

Water Agency / Water Transmission System - Sonoma Aqueduct Capital Fund

Project Description



The 16-inch Sonoma aqueduct crosses Sonoma Creek near Verano Avenue off Sonoma Highway. The pipeline is suspended from the bridge deck. This location has a moderate to high susceptibility for liquefaction and a high susceptibility for lateral spread. The overall potential for lateral spread is also judged to be high at this location with lateral spread displacement on the order of 3 feet. As a result, the pipeline at this location is judged to be vulnerable with a high risk of failure. A new 16-inch pipeline, with length preliminarily estimated at up to 1000 feet of trenchless installation, is intended as a natural hazard reliability project designed to withstand a major seismic event. A smaller scale project to mitigate the hazard by adding flexibility to the pipeline joints may be determined to be feasible upon further investigation.

Project Cost by Phase	
Acquisition:	130
Design/PM:	390
Construction:	2,620
Furniture/Reloc:	0
Other:	130
Project Total:	3,270

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Aqueduct Capital Fund	0	0	0	0	200	260	260	720	2,550	3,270
TOTALS:	0	0	0	0	200	260	260	720	2,550	3,270

All Values are presented in Thousands (1 x 1000)

Kawana to Sonoma Booster Station Pipeline, Phase 1

Function Area:

Development Services

Request: WA18005

Department/Division:

Water Agency / Water Transmission System - Storage Fund

Project Description



Construction of the Kawana to Sonoma Booster Station (SBS) pipeline consists of approximately 3 miles of water transmission pipeline, between the Kawana Tanks, Ralphine tanks, and the Sonoma Booster Pump Station. The pipeline will provide operational redundancy and reliability to the system should repairs or replacement be necessary or if a catastrophic event occurs, such as a major earthquake on the Rodgers Creek Fault. Phase 1 of the project will replace the 0.3 mile segment between SBS and the Ralphine tanks. This portion of the existing pipeline traverses beneath Spring Lake, making any potential repairs difficult. The new pipeline will be located outside the footprint of the normally inundated area of the lake.

Project Cost by Phase	
Acquisition:	28
Design/PM:	547
Construction:	5,362
Furniture/Reloc:	0
Other:	168
Project Total:	6,105

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Storage Fund	0	0	0	0	0	65	485	550	5,555	6,105
TOTALS:	0	0	0	0	0	65	485	550	5,555	6,105

All Values are presented in Thousands (1 x 1000)

Ralphine Tanks - Flow Thru Conversion

Function Area:

Development Services

Request: WA11072

Department/Division:

Water Agency / Water Transmission System - Storage Fund

Project Description



Reconfigure piping connecting the four above ground steel water reservoirs at the Ralphine Tank farm to improve water circulation/turnover for enhanced water quality, provide surge protection, and address overconstrained structural conditions to reduce the risk of damage during a seismic event.

Project Cost by Phase	
Acquisition:	0
Design/PM:	250
Construction:	1,728
Furniture/Reloc:	0
Other:	20
Project Total:	1,998

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Storage Fund	563	150	285	1,000	0	0	0	1,285	0	1,998
TOTALS:	563	150	285	1,000	0	0	0	1,285	0	1,998

All Values are presented in Thousands (1 x 1000)

Cotati 3 Tank Coating Recoat

Function Area:

Development Services

Request: WA08061

Department/Division:

Water Agency / Water Transmission System - O&M Fund

Project Description



To prevent corrosion, recoat interior and exterior surfaces of an 18 Million Gallon (MG) water reservoir (above ground welded steel tank) and replace cathodic protection system.

Project Cost by Phase	
Acquisition:	0
Design/PM:	213
Construction:	4,550
Furniture/Reloc:	0
Other:	12
Project Total:	4,775

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Operations & Maintenance Fund	0	0	75	150	4,550	0	0	4,775	0	4,775
TOTALS:	0	0	75	150	4,550	0	0	4,775	0	4,775

All Values are presented in Thousands (1 x 1000)

Forestville Tanks Recoating

Function Area:

Development Services

Request: WA14010

Department/Division:

Water Agency / Water Transmission System - O&M Fund

Project Description



This project will remove the interior and exterior coatings to reline and recoat the existing 1 Million Gallon (MG) and 0.3 Million Gallon (MG) Forestville Tanks with new epoxy coatings. The project will also include replacement of the cathodic protection system.

Project Cost by Phase	
Acquisition:	0
Design/PM:	202
Construction:	910
Furniture/Reloc:	0
Other:	13
Project Total:	1,125

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Operations & Maintenance Fund	0	110	875	140	0	0	0	1,015	0	1,125
TOTALS:	0	110	875	140	0	0	0	1,015	0	1,125

All Values are presented in Thousands (1 x 1000)

Kastania Tank Recoating

Function Area:

Development Services

Request: WA09059

Department/Division:

Water Agency / Water Transmission System - O&M Fund

Project Description



To prevent corrosion, recoat interior and exterior surfaces of a 12 Million Gallon (MG) water reservoir (above ground welded steel tank) and replace cathodic protection system, including removal of coal-tar interior coating.

Project Cost by Phase	
Acquisition:	0
Design/PM:	261
Construction:	3,117
Furniture/Reloc:	0
Other:	13
Project Total:	3,391

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Operations & Maintenance Fund	41	55	175	3,120	0	0	0	3,295	0	3,391
TOTALS:	41	55	175	3,120	0	0	0	3,295	0	3,391

All Values are presented in Thousands (1 x 1000)

Petaluma Aqueduct Cathodic Protection

Function Area:

Development Services

Request: WA05066

Department/Division:

Water Agency / Water Transmission System - O&M Fund

Project Description



The Sonoma County Water Agency owns and operates the Petaluma Aqueduct. It was installed in 1963 to provide naturally filtered drinking water from the Russian River to residents in Rohnert Park, Cotati, Petaluma, Penngrove, and northern Marin County. The Petaluma Aqueduct consists of approximately 86,000 feet (16 miles) of 24-inch and 33-inch diameter cement mortar lined and coated steel pipe. It runs from Wilson Street in Santa Rosa along the Sonoma Marin Area Rail Transit (SMART) right-of-way to McNear Ave. on Petaluma Blvd. The Water Agency is proposing to install 7 centralized anode wells, rectifiers, and 14 test stations to help bring corrosion protection levels back up to National Association of Corrosion Engineers (NACE) standards.

Project Cost by Phase	
Acquisition:	84
Design/PM:	585
Construction:	1,429
Furniture/Reloc:	0
Other:	5
Project Total:	2,104

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Operations & Maintenance Fund	434	1,560	110	0	0	0	0	110	0	2,104
TOTALS:	434	1,560	110	0	0	0	0	110	0	2,104

All Values are presented in Thousands (1 x 1000)

Ralphine Tank 2 Recoating

Function Area:

Development Services

Request: WA18006

Department/Division:

Water Agency / Water Transmission System - O&M Fund

Project Description



To prevent corrosion and comply with requirements set by the Division of Drinking Water, recoat interior and exterior surfaces of a 6 MG water reservoir (above ground welded steel tank) and replace cathodic protection system.

Project Cost by Phase	
Acquisition:	0
Design/PM:	83
Construction:	1,672
Furniture/Reloc:	0
Other:	5
Project Total:	1,760

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Operations & Maintenance Fund	0	0	0	0	85	1,675	0	1,760	0	1,760
TOTALS:	0	0	0	0	85	1,675	0	1,760	0	1,760

All Values are presented in Thousands (1 x 1000)

Russian River Embankment Repair

Function Area:

Development Services

Request: WA18007

Department/Division:

Water Agency / Water Transmission System - O&M Fund

Project Description



Several locations at Riverfront Regional Park experienced erosion due to high flows in the Russian River during the winter of 2016/2017. This capital project is focused on minimizing further erosion through biotechnical bank stabilization of a failing bank and revegetation of the new slope along with temporary irrigation systems to aid in plant establishment.

Project Cost by Phase	
Acquisition:	0
Design/PM:	235
Construction:	1,050
Furniture/Reloc:	0
Other:	75
Project Total:	1,360

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Operations & Maintenance Fund	0	0	310	1,050	0	0	0	1,360	0	1,360
TOTALS:	0	0	310	1,050	0	0	0	1,360	0	1,360

All Values are presented in Thousands (1 x 1000)

Santa Rosa Aqueduct & Russian River-Cotati Intertie Cathodic Protection

Function Area:

Request: WA08064

Development Services

Department/Division:

Water Agency / Water Transmission System - O&M Fund

Project Description



The Santa Rosa Aqueduct was installed between 1968 to 1985 to provide a reliable supply of naturally filtered drinking water from the Russian River to residents in Santa Rosa. The Santa Rosa Aqueduct consists of approximately 83,100 feet (16 miles) of 36-inch and 42-inch diameter cement mortar lined and coated steel pipe. It runs from Ya-ka-ama to Summerfield in Santa Rosa. The Santa Rosa AQ will have a total of 15 test stations and 8 rectifiers installed along the Aqueduct to help bring corrosion protection levels back up to National Association of Corrosion Engineers (NACE) standards. The Water Agency is also planning to provide improvements to upgrade/rehabilitate the cathodic protection system along the existing Russian River-Cotati Intertie. The Russian River/Cotati Aqueduct is a 48-Inch diameter steel pipeline that connects the southern and eastern aqueduct transmission lines and crosses the Russian River. The project includes extending the useful life of the pipeline's corrosion protection system by installing deep anode wells in strategic locations, anode test stations and possible new electrical service to the wells and acquiring right-of-way and easements for construction and maintenance. The Russian River/Cotati AQ will have a total of 18 test stations and 9 rectifiers installed along the length of the Aqueduct. Due to the magnitude of the work, the project will be completed in phases.

Project Cost by Phase	
Acquisition:	431
Design/PM:	1,568
Construction:	3,533
Furniture/Reloc:	0
Other:	207
Project Total:	5,739

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Operations & Maintenance Fund	644	470	455	2,025	1,940	135	70	4,625	0	5,739
TOTALS:	644	470	455	2,025	1,940	135	70	4,625	0	5,739

All Values are presented in Thousands (1 x 1000)

Tank Recoating Program

Function Area:

Development Services

Request: WA18008

Department/Division:

Water Agency / Water Transmission System - O&M Fund

Project Description



A maintenance program to protect the water transmission system's above grade welded steel storage tanks. The program will protect the system's 18 tanks, including recoating and relining the exterior and interior surfaces and replace the cathodic protection systems.

Project Cost by Phase	
Acquisition:	0
Design/PM:	2,900
Construction:	25,000
Furniture/Reloc:	0
Other:	100
Project Total:	28,000

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Operations & Maintenance Fund	0	0	0	0	0	0	2,000	2,000	26,000	28,000
TOTALS:	0	0	0	0	0	0	2,000	2,000	26,000	28,000

All Values are presented in Thousands (1 x 1000)

Dry Creek Habitat Enhancement Project (Phase 4 - 6)

Function Area:

Development Services

Request: WA14025

Department/Division:

Water Agency / Water Transmission System - Watershed Planning and Restoration Fund

Project Description



To address fish habitat issues associated with high flows in Dry Creek, as indicated in the Biological Opinion, this project will construct modifications designed to enhance fish habitat in Dry Creek while accommodating stream flows necessary to support water supply.

Project Cost by Phase	
Acquisition:	3,714
Design/PM:	5,690
Construction:	29,767
Furniture/Reloc:	0
Other:	362
Project Total:	39,533

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Watershed Planning and Restoration Fund, Army Corps of Engineers	4,961	420	420	3,535	10,445	9,375	10,377	34,152	0	39,533
TOTALS:	4,961	420	420	3,535	10,445	9,375	10,377	34,152	0	39,533

All Values are presented in Thousands (1 x 1000)

Dry Creek Habitat Enhancement Project (Phase 2)

Function Area:

Development Services

Request: WA08043

Department/Division:

Water Agency / Water Supply - Warm Springs Dam

Project Description



As identified in the Russian River Biological Opinion (National Marine Fisheries Service, 2008), the Dry Creek Habitat Enhancement Project -phase 2 (Project) is the second phase of a 3-6 mile enhancement project within the main stem of Dry Creek. The Project site is within the Dry Creek channel and on private properties in an unincorporated area of Sonoma County, California. The objective of the Project is to increase the amount of high quality rearing habitat for juvenile coho and steelhead by implementing enhancement practices that emulate natural geomorphic effects. The primary enhancement approaches planned for the Project include, but are not limited to the following: Backwater Channels & Ponds; Constructed Riffles; Pool Enhancement; Winter Refuge Enhancement; Log Jams and Large Woody Debris Placement; Boulder Clusters; and Streambank Stabilization, Repair and Construction.

Project Cost by Phase	
Acquisition:	1,927
Design/PM:	2,395
Construction:	10,012
Furniture/Reloc:	0
Other:	919
Project Total:	15,253

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Other, Army Corps of Engineers	8,977	5,767	298	211	0	0	0	509	0	15,253
TOTALS:	8,977	5,767	298	211	0	0	0	509	0	15,253

All Values are presented in Thousands (1 x 1000)

Dry Creek Habitat Enhancement Project (Phase 3)

Function Area:

Development Services

Request: WA14023

Department/Division:

Water Agency / Water Supply - Warm Springs Dam

Project Description



As identified in the Russian River Biological Opinion (National Marine Fisheries Service, 2008), the Dry Creek Habitat Enhancement Project -phase 3 (Project) is the third phase of a 3-6 mile enhancement project within the main stem of Dry Creek. The Project site is within the Dry Creek channel and on private properties in an unincorporated area of Sonoma County, California. The objective of the Project is to increase the amount of high quality rearing habitat for juvenile coho and steelhead by implementing enhancement practices that emulate natural geomorphic effects. The primary enhancement approaches planned for the Project include, but are not limited to the following: Backwater Channels & Ponds; Constructed Riffles; Pool Enhancement; Winter Refuge Enhancement; Log Jams and Large Woody Debris Placement; Boulder Clusters; and Streambank Stabilization, Repair and Construction.

Project Cost by Phase	
Acquisition:	1,401
Design/PM:	2,012
Construction:	11,005
Furniture/Reloc:	0
Other:	563
Project Total:	14,981

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Other, Army Corps of Engineers	8,517	6,097	367	0	0	0	0	367	0	14,981
TOTALS:	8,517	6,097	367	0	0	0	0	367	0	14,981

All Values are presented in Thousands (1 x 1000)

Santa Rosa Creek Fish Ladder Repair

Function Area:

Development Services

Request: WA06074

Department/Division:

Water Agency / Zone 1A Flood Control

Project Description



This project involves the repair of a extension to the fish ladder on Santa Rosa Creek that goes through the tunnel starting at E street and going under downtown Santa Rosa. The purpose of the extension is to limit the flow into the fish ladder in order to maximize the range of flows for which it is passable. The upstream end of the extension has settled and subsequently the weirs in the extension are not functioning as designed and a small amount of flow is leaking into the fish ladder at the joint between the extension and the fish ladder. The project design is to remove the extension and replace it with a shorter structure with properly engineered footings. The project also involves repair of bank erosion on the north bank of the creek adjacent to the extension, monitoring of the fish passage conditions in the ladder extension and upper part of the fish ladder, and cleanup of debris caught by the trash racks at the fish ladder extension inlet.

Project Cost by Phase	
Acquisition:	28
Design/PM:	194
Construction:	213
Furniture/Reloc:	0
Other:	34
Project Total:	469

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Zone 1A	119	15	200	135	0	0	0	335	0	469
TOTALS:	119	15	200	135	0	0	0	335	0	469

All Values are presented in Thousands (1 x 1000)

Santa Rosa Creek Vortex Tube

Function Area:

Development Services

Request: WA17015

Department/Division:

Water Agency / Zone 1A Flood Control

Project Description



This project will rehabilitate or replace the deteriorated Santa Rosa Creek vortex tube, which is a critical element of the Santa Rosa Creek diversion facilities and detention reservoir at Spring Lake, constructed in the 1960's.

Project Cost by Phase	
Acquisition:	5
Design/PM:	195
Construction:	2,150
Furniture/Reloc:	0
Other:	50
Project Total:	2,400

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Zone 1A	0	0	250	2,000	150	0	0	2,400	0	2,400
TOTALS:	0	0	250	2,000	150	0	0	2,400	0	2,400

All Values are presented in Thousands (1 x 1000)

Adobe Creek Sediment Basin

Function Area:

Development Services

Request: WA08079

Department/Division:

Water Agency / Zone 2A Flood Control

Project Description



Design and construct a sediment capture feature along Adobe Creek, in the vicinity of of the Casa Grande double box culvert. Initial funding will provide for pre design activities.

Project Cost by Phase	
Acquisition:	0
Design/PM:	108
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	108

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
	0	0	0	0	0	0	0	0	0	0
Zone 2A	0	0	108	0	0	0	0	108	0	108
TOTALS:	0	0	108	0	0	0	0	108	0	108

All Values are presented in Thousands (1 x 1000)

Kelly Creek at Sunnyslope Avenue

Function Area:

Development Services

Request: WA08083

Department/Division:

Water Agency / Zone 2A Flood Control

Project Description



Funding Agreement with City of Petaluma to commence design of a project to reduce localized flooding adversely affecting residential properties and structures adjacent to Kelly Creek downstream of Sunnyslope Avenue by reconnecting the natural, open stream portion of Kelly Creek flows and diverting the piped collection system to an appropriate facility; Improve water quality in the open channel of Kelly Creek by reconnecting the upstream flows from the open channel of Kelly Creek and diverting the contained culvert to the existing culverted system. Initial funding will provide for pre design activities.

Project Cost by Phase	
Acquisition:	0
Design/PM:	62
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	62

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Zone 2A	0	0	62	0	0	0	0	62	0	62
TOTALS:	0	0	62	0	0	0	0	62	0	62

All Values are presented in Thousands (1 x 1000)

Petaluma River (Corona Reach) Overflow Channel

Function Area:

Development Services

Request: WA08081

Department/Division:

Water Agency / Zone 2A Flood Control

Project Description



Funding Agreement with City of Petaluma a linear detention channel along the west side of Highway 101 from Corona Road overpass south along the old railroad right-of-way and modification of the Capri Creek confluence with Petaluma River to reduce flow obstructions. Initial funding will provide for pre design evaluation activities.

Project Cost by Phase	
Acquisition:	0
Design/PM:	122
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	122

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Zone 2A	0	0	122	0	0	0	0	122	0	122
TOTALS:	0	0	122	0	0	0	0	122	0	122

All Values are presented in Thousands (1 x 1000)

Petaluma River Flood Management & Enhancement- Denman Reach

Function Area:

Development Services

Request: WA17016

Department/Division:

Water Agency / Zone 2A Flood Control

Project Description



Funding agreement with the City of Petaluma to conduct design, California Environmental Quality Act, permitting and construct a multi-benefit flood reduction and habitat enhancement project in the Denman Reach of the Petaluma River. The Zone 2A funding provides for local match services for a Department of Water Resources Proposition 1E Grant that will fund \$1.9 million of the project cost. The project will reduce sediment obstruction in the river at the Corona Bridge and provide enhanced flood storage capacity and habitat on a parcel to be acquired by the City of Petaluma within the Denman Reach of the Petaluma River.

Project Cost by Phase	
Acquisition:	1,125
Design/PM:	126
Construction:	1,288
Furniture/Reloc:	0
Other:	111
Project Total:	2,650

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Zone 2A, Department of Water Resources	0	880	620	1,100	50	0	0	1,770	0	2,650
TOTALS:	0	880	620	1,100	50	0	0	1,770	0	2,650

All Values are presented in Thousands (1 x 1000)

Washington Creek Repair & Enhancement

Function Area:

Development Services

Request: WA08076

Department/Division:

Water Agency / Zone 2A Flood Control

Project Description



Funding Agreement with City of Petaluma to implement structural repairs and cross-sectional modifications to the Washington Creek corridor to conserve, and where possible, increase flow capacity.

Project Cost by Phase	
Acquisition:	0
Design/PM:	33
Construction:	129
Furniture/Reloc:	0
Other:	18
Project Total:	180

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Zone 2A	0	0	180	0	0	0	0	180	0	180
TOTALS:	0	0	180	0	0	0	0	180	0	180

All Values are presented in Thousands (1 x 1000)

Aerator Replacement

Function Area:

Development Services

Request: WA17011

Department/Division:

Water Agency / Airport-Larkfield-Wikiup Sanitation Zone

Project Description



The mechanical aerators used in the wastewater treatment plant's aeration basins, which provide the biological treatment, are reaching the end of their useful life and will be replaced.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	175
Furniture/Reloc:	0
Other:	0
Project Total:	175

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Airport Larkfield Wikiup Sanitation Zone	75	50	25	25	0	0	0	50	0	175
TOTALS:	75	50	25	25	0	0	0	50	0	175

All Values are presented in Thousands (1 x 1000)

Equalization Basin

Function Area:

Development Services

Request: WA18011

Department/Division:

Water Agency / Airport-Larkfield-Wikiup Sanitation Zone

Project Description



The Airport Larkfield Wikiup wastewater treatment plant currently produces recycled water meeting secondary and tertiary standards, depending on prevailing conditions. Construction of an equalization basin is proposed in order to achieve full tertiary treatment within five years. This is the goal of the Zone in order to utilize storage appropriately and provide broader abilities of utilizing treated water.

Project Cost by Phase	
Acquisition:	0
Design/PM:	200
Construction:	1,795
Furniture/Reloc:	0
Other:	5
Project Total:	2,000

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Airport Larkfield Wikiup Sanitation Zone	0	0	200	5	1,795	0	0	2,000	0	2,000
TOTALS:	0	0	200	5	1,795	0	0	2,000	0	2,000

All Values are presented in Thousands (1 x 1000)

Filter Modules Replacement

Function Area:

Development Services

Request: WA14027

Department/Division:

Water Agency / Airport-Larkfield-Wikiup Sanitation Zone

Project Description



Replace microfiltration filter modules at end of useful life.

Project Cost by Phase	
Acquisition:	0
Design/PM:	25
Construction:	264
Furniture/Reloc:	0
Other:	0
Project Total:	289

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Airport Larkfield Wikiup Sanitation Zone	0	0	0	0	0	289	0	289	0	289
TOTALS:	0	0	0	0	0	289	0	289	0	289

All Values are presented in Thousands (1 x 1000)

Sludge Drying Bed

Function Area:

Development Services

Request: WA18012

Department/Division:

Water Agency / Airport-Larkfield-Wikiup Sanitation Zone

Project Description



Construction of a concrete sludge drying bed to facilitate and improve drying process for transport and best management practices.

Project Cost by Phase	
Acquisition:	0
Design/PM:	50
Construction:	150
Furniture/Reloc:	0
Other:	0
Project Total:	200

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Airport Larkfield Wikiup Sanitation Zone	0	0	0	25	175	0	0	200	0	200
TOTALS:	0	0	0	25	175	0	0	200	0	200

All Values are presented in Thousands (1 x 1000)

VFD Replacement

Function Area:

Development Services

Request: WA18010

Department/Division:

Water Agency / Airport-Larkfield-Wikiup Sanitation Zone

Project Description



The transfer pump and effluent pump VFD's were installed in 2000 and are obsolete. Two have failed and have been repaired with obsolete parts. The control room is kept cool with a AC unit which cannot be serviced due to its use of a non-compliant refrigerant, it must be replaced.

Project Cost by Phase	
Acquisition:	0
Design/PM:	40
Construction:	160
Furniture/Reloc:	0
Other:	0
Project Total:	200

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Airport Larkfield Wikiup Sanitation Zone	0	0	200	0	0	0	0	200	0	200
TOTALS:	0	0	200	0	0	0	0	200	0	200

All Values are presented in Thousands (1 x 1000)

Force Main Improvement (Lift Station to Treatment Plant)

Function Area:

Development Services

Request: WA15018

Department/Division:

Water Agency / Geyserville Sanitation Zone

Project Description



The project will replace 1600 lineal feet of existing 6" force main between the lift station and the treatment plant. The asbestos cement pipe (ACP) force main was installed in 1979 and has experienced emergency repairs. This project will replace the old ACP line with HDPE pipeline to reduce costs, improve reliability and reduce potential sewer overflows.

Project Cost by Phase	
Acquisition:	7
Design/PM:	54
Construction:	218
Furniture/Reloc:	0
Other:	7
Project Total:	286

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Geyserville Sanitation Zone	0	0	34	34	218	0	0	286	0	286
TOTALS:	0	0	34	34	218	0	0	286	0	286

All Values are presented in Thousands (1 x 1000)

Force Main Replacement

Function Area:

Development Services

Request: WA17009

Department/Division:

Water Agency / Occidental County Sanitation District

Project Description



The aging OCSD force main connecting the OCSD lift station and the OCSD treatment plant is critical to the operation of OCSD. Additionally, the OCSD lift station and the OCSD treatment plant site are not able to communicate with each other. The purpose of this project is to establish communication and reliable wastewater transport between the OCSD lift station and the OCSD treatment plant site. The project will include the acquisition of property rights, design, and construction of 3 lines (one for communication and two for wastewater transport) connecting OCSD lift station with the OCSD treatment plant site.

Project Cost by Phase	
Acquisition:	358
Design/PM:	160
Construction:	1,023
Furniture/Reloc:	0
Other:	34
Project Total:	1,575

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Occidental County Sanitation District	0	0	652	923	0	0	0	1,575	0	1,575
TOTALS:	0	0	652	923	0	0	0	1,575	0	1,575

All Values are presented in Thousands (1 x 1000)

Lift Station Control Panel Replacement

Function Area:

Development Services

Request: WA18013

Department/Division:

Water Agency / Occidental County Sanitation District

Project Description



The OCSD lift station control panel is at the end of expected life and is necessary for operation of the lift station. This project will include the replacement of the OCSD lift station control panel and other electrical components.

Project Cost by Phase	
Acquisition:	0
Design/PM:	52
Construction:	99
Furniture/Reloc:	0
Other:	0
Project Total:	151

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Occidental County Sanitation District	0	0	151	0	0	0	0	151	0	151
TOTALS:	0	0	151	0	0	0	0	151	0	151

All Values are presented in Thousands (1 x 1000)

Truck Fill and Septage Receiving Station

Function Area:

Development Services

Request: WA16009

Department/Division:

Water Agency / Occidental County Sanitation District

Project Description



Construct a truck fill station at Occidental County Sanitation District for filling waste hauler trucks with septage for treatment at an alternate location. Include improvements at the receiving station to accommodate safe and efficient transfer.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,019
Construction:	1,350
Furniture/Reloc:	0
Other:	181
Project Total:	2,550

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Occidental County Sanitation District	535	1,815	200	0	0	0	0	200	0	2,550
TOTALS:	535	1,815	200	0	0	0	0	200	0	2,550

All Values are presented in Thousands (1 x 1000)

Future Capital Replacements

Function Area:

Development Services

Request: WA15003

Department/Division:

Water Agency / Penngrove Sanitation Zone

Project Description



Construct improvements to repair, rehabilitate, or replace portions of the collection and/or pumping system that are determined to be deficient have insufficient capacity for existing flows.

Project Cost by Phase	
Acquisition:	10
Design/PM:	45
Construction:	140
Furniture/Reloc:	0
Other:	15
Project Total:	210

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Penngrove Sanitation Zone	0	0	30	30	30	30	30	150	60	210
TOTALS:	0	0	30	30	30	30	30	150	60	210

All Values are presented in Thousands (1 x 1000)

Lift Station Flood Protection Project

Function Area:

Development Services

Request: WA18014

Department/Division:

Water Agency / Penngrove Sanitation Zone

Project Description



The Penngrove Lift Station serves the Penngrove Sanitation Zone, 475 acres and 500 Equivalent Single Family Dwellings, and pumps wastewater from the Penngrove collection system to the City of Petaluma for treatment and disposal. This project will involve elevating electrical equipment in the Lift Station to safeguard against flooding. The project also includes installation of flood gates and a standby power generator to supply power to the lift station when the electrical power supply is compromised.

Project Cost by Phase	
Acquisition:	9
Design/PM:	172
Construction:	573
Furniture/Reloc:	0
Other:	10
Project Total:	764

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Penngrove Sanitation Zone, FEMA	39	95	590	40	0	0	0	630	0	764
TOTALS:	39	95	590	40	0	0	0	630	0	764

All Values are presented in Thousands (1 x 1000)

MSN C2 - Hwy 101 HOV Lane (Lakeville to Old Redwood Hwy)

Function Area:

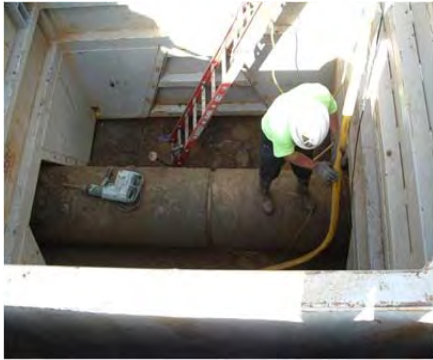
Development Services

Request: WA18025

Department/Division:

Water Agency / Penngrove Sanitation Zone

Project Description



Relocate existing 33" Petaluma Aqueduct crossing under Highway 101 (at Railroad crossing) to accommodate Caltrans HOV lane project.

Project Cost by Phase	
Acquisition:	0
Design/PM:	63
Construction:	563
Furniture/Reloc:	0
Other:	0
Project Total:	625

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Penngrove Sanitation Zone	0	50	200	375	0	0	0	575	0	625
TOTALS:	0	50	200	375	0	0	0	575	0	625

All Values are presented in Thousands (1 x 1000)

Capital Improvement Projects

Function Area:

Development Services

Request: WA15020

Department/Division:

Water Agency / Russian River County Sanitation District

Project Description



Construction of improvements to repair, rehabilitate, upgrade and or replace portions of existing collection system and treatment plant infrastructure, including but not limited to 1. lift station upgrades and 2. headworks improvements

Project Cost by Phase	
Acquisition:	0
Design/PM:	150
Construction:	500
Furniture/Reloc:	0
Other:	50
Project Total:	700

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Russian River County Sanitation District	0	0	0	0	200	200	100	500	200	700
TOTALS:	0	0	0	0	200	200	100	500	200	700

All Values are presented in Thousands (1 x 1000)

Clarifier Seismic Retrofit

Function Area:

Development Services

Request: WA18015

Department/Division:

Water Agency / Russian River County Sanitation District

Project Description



The project entails replacement of the interior mechanical components of three concrete clarifier tanks at the Russian River CSD WWTP to meet current seismic design requirements. Two existing clarifiers measure 40- feet in diameter, while the third clarifier measures 60 feet in diameter. Construction will be limited to work within the concrete tanks, and will entail removal of mechanical components likely by crane or excavator with assistance by laborers removing anchor bolts and fasteners. Following removal of all interior mechanical components, existing grout on the floor within the clarifiers will be removed, any cracks filled, and new concrete grout will be applied on the floors of the clarifiers. Following surface preparation, the new mechanical components will be installed within the clarifiers. Project implementation relies upon securing FEMA grant funding.

Project Cost by Phase	
Acquisition:	0
Design/PM:	397
Construction:	3,078
Furniture/Reloc:	0
Other:	7
Project Total:	3,482

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Russian River County Sanitation District	0	25	257	3,200	0	0	0	3,457	0	3,482
TOTALS:	0	25	257	3,200	0	0	0	3,457	0	3,482

All Values are presented in Thousands (1 x 1000)

Main Lift Force Main Modifications

Function Area:

Development Services

Request: WA18016

Department/Division:

Water Agency / Russian River County Sanitation District

Project Description



Implement force main modifications for shutdown bypass of main lift and to conduct force main condition assessment, the latter is required to be conducted by 2021.

Project Cost by Phase	
Acquisition:	0
Design/PM:	163
Construction:	173
Furniture/Reloc:	0
Other:	14
Project Total:	350

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Russian River County Sanitation District	0	0	177	173	0	0	0	350	0	350
TOTALS:	0	0	177	173	0	0	0	350	0	350

All Values are presented in Thousands (1 x 1000)

Main Sewer Trunk Repair

Function Area:

Development Services

Request: WA18017

Department/Division:

Water Agency / Russian River County Sanitation District

Project Description



Construct improvements to repair, rehabilitate, or replace portions of the trunk main determined or known to be deficient in physical condition or flow capacity.

Project Cost by Phase	
Acquisition:	180
Design/PM:	360
Construction:	2,880
Furniture/Reloc:	0
Other:	180
Project Total:	3,600

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Russian River County Sanitation District	0	0	0	0	0	0	500	500	3,100	3,600
TOTALS:	0	0	0	0	0	0	500	500	3,100	3,600

All Values are presented in Thousands (1 x 1000)

Tertiary Filter No 1 Replacement

Function Area:

Development Services

Request: WA18018

Department/Division:

Water Agency / Russian River County Sanitation District

Project Description



Replacement of Tertiary Filter No. 1 and interior appurtenances with stainless steel tank, center tube and filter cloth. This is required by regulatory action and will provide for extended operating life without painting or rehabilitation.

Project Cost by Phase	
Acquisition:	0
Design/PM:	30
Construction:	236
Furniture/Reloc:	0
Other:	0
Project Total:	266

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Russian River County Sanitation District	0	10	256	0	0	0	0	256	0	266
TOTALS:	0	10	256	0	0	0	0	256	0	266

All Values are presented in Thousands (1 x 1000)

Future Capital Replacements

Function Area:

Development Services

Request: WA08025

Department/Division:

Water Agency / Sea Ranch Sanitation Zone

Project Description



Construction of improvements to repair, rehabilitate, or replace portions of the collection and/or treatment systems that are deteriorated or have insufficient capacity for existing flows.

Project Cost by Phase	
Acquisition:	0
Design/PM:	15
Construction:	60
Furniture/Reloc:	0
Other:	5
Project Total:	80

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sea Ranch Sanitation Zone	0	0	0	0	20	20	20	60	20	80
TOTALS:	0	0	0	0	20	20	20	60	20	80

All Values are presented in Thousands (1 x 1000)

Helm Lift Station Control Panel Replacement

Function Area:

Development Services

Request: WA17012

Department/Division:

Water Agency / Sea Ranch Sanitation Zone

Project Description



The Helm lift station control panel is near the end of expected life and is necessary for operation of the Helm lift station. This project will include the replacement of the Helm lift station control panel and other electrical components.

Project Cost by Phase	
Acquisition:	0
Design/PM:	38
Construction:	83
Furniture/Reloc:	0
Other:	0
Project Total:	121

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sea Ranch Sanitation Zone	0	0	0	38	83	0	0	121	0	121
TOTALS:	0	0	0	38	83	0	0	121	0	121

All Values are presented in Thousands (1 x 1000)

Chase St Bridge Sewer Pipe Replacement

Function Area:

Development Services

Request: WA18021

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description



City of Sonoma is replacing the Chase St bridge over Nathanson Creek, and during the process removing the District's above-grade sewer line and casing and replacing it with a siphon. Project is funded by Federal transportation funding. The District has supported the City with funding and review of plans for the siphon. Budget covers preparation of an agreement with City for SVCSD to fund sewer pipe design and installation during bridge construction.

Project Cost by Phase	
Acquisition:	0
Design/PM:	45
Construction:	156
Furniture/Reloc:	0
Other:	0
Project Total:	201

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	24	157	20	0	0	0	0	20	0	201
TOTALS:	24	157	20	0	0	0	0	20	0	201

All Values are presented in Thousands (1 x 1000)

Clarifier Seismic Retrofit

Function Area:

Development Services

Request: WA18020

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description



The project entails replacement of the interior mechanical components of two 140-foot diameter concrete clarifier tanks at the Sonoma Valley CSD WWTP to meet current seismic design requirements. Construction will be limited to work within the concrete tanks, and will commence with removal of existing, interior mechanical components. Following removal of all interior mechanical components, existing grout on the floor within the clarifiers will be removed, any cracks filled, and new concrete grout will be applied on the floors of the clarifiers. Following surface preparation, the new mechanical components will be installed within the clarifiers. Construction implementation relies upon securing FEMA grant funding that is currently pending.

Project Cost by Phase	
Acquisition:	0
Design/PM:	440
Construction:	3,250
Furniture/Reloc:	0
Other:	10
Project Total:	3,700

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	0	0	450	3,140	110	0	0	3,700	0	3,700
TOTALS:	0	0	450	3,140	110	0	0	3,700	0	3,700

All Values are presented in Thousands (1 x 1000)

Collection System Creek Crossings

Function Area:

Development Services

Request: WA11026

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description



This project involves addressing situations in Sonoma Valley where sanitary sewer pipes have become exposed due to creek bed incision. At this point there are three sites being addressed.

Project Cost by Phase	
Acquisition:	20
Design/PM:	58
Construction:	28
Furniture/Reloc:	0
Other:	43
Project Total:	148

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	48	44	32	25	0	0	0	57	0	148
TOTALS:	48	44	32	25	0	0	0	57	0	148

All Values are presented in Thousands (1 x 1000)

Creek Bank Protection at Agua Caliente Creek Siphon

Function Area:

Development Services

Request: WA18019

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description



A permit condition for installing the siphon under Agua Caliente Creek is to re-arrange the previously-placed rip-rap to make it flush with the banks on either side. Currently the rip-rap protrudes into the channel and adversely affects local hydraulics, potentially causing bed or bank erosion. This project involves designing the modified rip-rap configuration, permitting, obtaining ROW, and installing the rip-rap with Water Agency maintenance crews.

Project Cost by Phase	
Acquisition:	26
Design/PM:	30
Construction:	69
Furniture/Reloc:	0
Other:	20
Project Total:	145

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	0	41	104	0	0	0	0	104	0	145
TOTALS:	0	41	104	0	0	0	0	104	0	145

All Values are presented in Thousands (1 x 1000)

Equalization Ponds Relining

Function Area:

Development Services

Request: WA08032

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description



Replace the impermeable liners for the existing equalization basins to prevent seepage out of the basins. All of the flow equalization basins were lined in the late 1990's. Basins 1 & 2 were lined with a fluid applied material that is beyond it's useful and repairable life. Basins 3 & 4 have remaining life, as determined by the manufacturer, but reparability of the membrane will decrease with time. This project will install new flexible, impermeable, membrane liners in equalization basins 1, 2, 3, & 4 with a 20 year life.

Project Cost by Phase	
Acquisition:	0
Design/PM:	291
Construction:	3,067
Furniture/Reloc:	0
Other:	9
Project Total:	3,367

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	112	160	3,015	80	0	0	0	3,095	0	3,367
TOTALS:	112	160	3,015	80	0	0	0	3,095	0	3,367

All Values are presented in Thousands (1 x 1000)

Future Collection System Replacements/Rehabilitation

Function Area:

Development Services

Request: WA15021

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description



Replace and/or Rehabilitate collection system, pipe and related infrastructure to reduce inflows and infiltration into the system, and accomodate existing peak flows.

Project Cost by Phase	
Acquisition:	630
Design/PM:	2,520
Construction:	16,680
Furniture/Reloc:	0
Other:	420
Project Total:	20,250

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	0	0	0	0	2,000	6,000	2,000	10,000	10,250	20,250
TOTALS:	0	0	0	0	2,000	6,000	2,000	10,000	10,250	20,250

All Values are presented in Thousands (1 x 1000)

Hazard Mitigation Projects

Function Area:

Development Services

Request: WA17013

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description



Implement measures to increase resiliency of collection and treatment systems against natural hazards, such as seismic or flooding events.

Project Cost by Phase	
Acquisition:	0
Design/PM:	400
Construction:	1,250
Furniture/Reloc:	0
Other:	100
Project Total:	1,750

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	0	0	100	250	260	270	280	1,160	590	1,750
TOTALS:	0	0	100	250	260	270	280	1,160	590	1,750

All Values are presented in Thousands (1 x 1000)

Sonoma Creek Bank Repair

Function Area:

Development Services

Request: WA14021

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description



Repair eroding banks in 3 locations that are posing a risk to Sanitation structures. Two locations along Sonoma Creeek and one along Kohler Creek at 13965 Arnold Drive in Glen Ellen. Site A is adjacent to Sonoma Valley sanitation sewer trunkline. Site B is adjacent to manhole and siphon under Sonoma Creek. Site C is a manhole on the trunkline adjacent to eroding bank in Kolher Creek.

Project Cost by Phase	
Acquisition:	36
Design/PM:	223
Construction:	488
Furniture/Reloc:	0
Other:	40
Project Total:	787

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	149	64	441	133	0	0	0	574	0	787
TOTALS:	149	64	441	133	0	0	0	574	0	787

All Values are presented in Thousands (1 x 1000)

Sonoma Valley Treatment Plant Automation

Function Area:

Development Services

Request: WA17004

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description



Sonoma Valley Treatment Plant currently has minimal automation and operations staff has to manually make changes. With the treatment facility over an hour away from the Supervisory Control and Data Acquisition (SCADA) center, operations staff often has to be called out to make changes that could easily be made from the Supervisory Control and Data Acquisition (SCADA) center if it was automated. Operations staff has created a priority list and will systematically be going through the facility to complete necessary automation.

Project Cost by Phase	
Acquisition:	0
Design/PM:	125
Construction:	0
Furniture/Reloc:	0
Other:	125
Project Total:	250

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	0	100	100	50	0	0	0	150	0	250
TOTALS:	0	100	100	50	0	0	0	150	0	250

All Values are presented in Thousands (1 x 1000)

Sonoma Valley Treatment Plant Blower Improvement Project

Function Area:

Development Services

Request: WA17006

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description



Wastewater treatment is a biological process which requires oxygen. Oxygen is supplied to the aeration basin by large high volume blowers through fine bubble diffusers. The District is pursuing a project to complete a comprehensive technical evaluation and based on the results of the evaluation the district plans to rehabilitate or replace the five existing 150 horsepower centrifugal blowers that are 40 years old and at the end of their useful life.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	300
Furniture/Reloc:	0
Other:	0
Project Total:	300

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	0	0	0	50	250	0	0	300	0	300
TOTALS:	0	0	0	50	250	0	0	300	0	300

All Values are presented in Thousands (1 x 1000)

Sonoma Valley Treatment Plant Electrical Resiliency Project

Function Area:

Development Services

Request: WA17002

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description



The proposed project is located at the Sonoma Valley County Sanitation District. The project consists of removing a transformer, medium voltage switch, equipment pad, transfer switch controller, transfer switches, switchboards and appurtenances; and installing pull boxes, raceways, conduit and cables, trenching, reconfiguring or replacing existing transfer switches, installing switchboards, power monitors, and electrical equipment as necessary; updating Arc Flash Hazard Assessment and other documents required to provide a complete, working system.

Project Cost by Phase	
Acquisition:	0
Design/PM:	398
Construction:	1,112
Furniture/Reloc:	0
Other:	10
Project Total:	1,520

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	118	290	1,112	0	0	0	0	1,112	0	1,520
TOTALS:	118	290	1,112	0	0	0	0	1,112	0	1,520

All Values are presented in Thousands (1 x 1000)

Sonoma Valley Treatment Plant Headworks Rehabilitation

Function Area:

Development Services

Request: WA17005

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description



The headworks at SVTP are reaching end of life and are requiring significant maintenance. The headworks are important as the first step in the process of treating wastewater and helps to remove large materials before continuing on to other processes.

Project Cost by Phase	
Acquisition:	0
Design/PM:	82
Construction:	831
Furniture/Reloc:	0
Other:	0
Project Total:	913

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	0	0	0	0	82	831	0	913	0	913
TOTALS:	0	0	0	0	82	831	0	913	0	913

All Values are presented in Thousands (1 x 1000)

Trunk Sewer Replacement, Phase 4

Function Area:

Development Services

Request: WA09030

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description



The existing 21-inch Reinforced Concrete Pipe trunk sewer, and its appurtenant manholes, was constructed around 1958. This project will replace approximately 9,100 feet of the sewer trunk and appurtenance manholes with new 27-inch diameter sewer trunk from the intersection of 6th St. West at Studley St. to Happy Lane, including a double siphon crossing of Agua Caliente Creek (Manhole 90-3 to Manhole 136-5). The overall project has been split into 3 segments of roughly the same size, in addition to a separate segment for the crossing of Agua Caliente Creek. The 2001 Sonoma Valley County Sanitation District wet Weather Sewer Analysis of the existing trunk system found that much of the existing sewer trunk is inadequately sized to carry the discharge for future District buildout plus the inflow and infiltration from a 20-year frequency design storm. Additionally, the original Reinforced Concrete Pipe trunk sewer is reaching the end of its service life.

Project Cost by Phase	
Acquisition:	1,400
Design/PM:	3,000
Construction:	18,578
Furniture/Reloc:	0
Other:	500
Project Total:	23,478

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	5,924	790	11,930	4,634	200	0	0	16,764	0	23,478
TOTALS:	5,924	790	11,930	4,634	200	0	0	16,764	0	23,478

All Values are presented in Thousands (1 x 1000)

Wastewater Treatment Plant Roof Replacement Project

Function Area:

Development Services

Request: WA16013

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description



This project is for the replacement of the roofs on the following buildings at the Wastewater Treatment Plant: 1. Administration 2. Maintenance 3. Influent

Project Cost by Phase	
Acquisition:	0
Design/PM:	40
Construction:	210
Furniture/Reloc:	0
Other:	0
Project Total:	250

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	0	0	250	0	0	0	0	250	0	250
TOTALS:	0	0	250	0	0	0	0	250	0	250

All Values are presented in Thousands (1 x 1000)

Blackwell Tract Collection System Replacement

Function Area:

Development Services

Request: WA05040

Department/Division:

Water Agency / South Park County Sanitation District

Project Description



The proposed project is located within the Blackwell Tract area of the South Park County Sanitation District and consists of the replacing approximately 5,715-feet of 6-inch and 8-inch diameter vitrified clay and asbestos cement sewer pipe with new 8-inch diameter polyvinyl chloride plastic sewer pipe plus appurtenant laterals and structures. As requested by the City of Santa Rosa, the project also includes a cooperative funding agreement to upgrade approximately 565-feet of existing 4-inch diameter cast iron water main within Santa Catalina Way with a new 8-inch diameter polyvinyl chloride plastic sewer water main pursuant to their water system master plan and the installation of 6 new fire hydrants within the project boundary. The project is also working with the County Department of Transportation and Public Works under a cooperative funding agreement to overlay the affected streets, reconstruct 19 pedestrian ramps to meet the current Americans with Disabilities Act (ADA) standards, and modify the striping and signage of the affected area to meet current County and State standards.

Project Cost by Phase	
Acquisition:	21
Design/PM:	490
Construction:	4,117
Furniture/Reloc:	0
Other:	4
Project Total:	4,632

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
South Park County Sanitation District	243	4,079	310	0	0	0	0	310	0	4,632
TOTALS:	243	4,079	310	0	0	0	0	310	0	4,632

All Values are presented in Thousands (1 x 1000)

East Robles Collection System Replacement

Function Area:

Development Services

Request: WA11037

Department/Division:

Water Agency / South Park County Sanitation District

Project Description



This project will replace approximately 3000 feet of deteriorated and sub-standard sewer collection system piping and appurtenances in the vicinity of E. Robles Ave.

Project Cost by Phase	
Acquisition:	30
Design/PM:	289
Construction:	1,770
Furniture/Reloc:	0
Other:	30
Project Total:	2,119

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
South Park County Sanitation District	119	1,790	210	0	0	0	0	210	0	2,119
TOTALS:	119	1,790	210	0	0	0	0	210	0	2,119

All Values are presented in Thousands (1 x 1000)

Solar Photovoltaic Upgrade

Function Area:

Development Services

Request: WA16015

Department/Division:

Water Agency / Internal Services Fund

Project Description



Replace DC leads and inverters and related equipment that have reached the end of their useful life associated with various Water Agency photovoltaic arrays. This project also specifically includes replacement of Inverter D at the Sonoma Valley Treatment Plant.

Project Cost by Phase	
Acquisition:	0
Design/PM:	150
Construction:	400
Furniture/Reloc:	0
Other:	50
Project Total:	600

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Power Resources	0	120	480	0	0	0	0	480	0	600
TOTALS:	0	120	480	0	0	0	0	480	0	600

All Values are presented in Thousands (1 x 1000)



APPENDIX

Overview

The Capital Improvement Plan — What is It?

The overall Plan is a compilation of several County agencies or department's individual Five-Year Capital Improvement Plans. Each individual Capital Improvement Plan is developed by General Services Department, Regional Parks, Transportation and Public Works, and the Sonoma County Water Agency and describes improvements to the facilities and infrastructure managed and/or operated by the relevant agency.

The maintenance of land and buildings is an essential component of the County's fiscal health. Sonoma County's capital asset portfolio includes 130 buildings comprising 2.5 million square feet. These assets include buildings and parking for all County government functions serving both the public and employees. The Capital Improvement Plan describes the anticipated forward investments in property assets and presents a prioritization of infrastructure needs.

Projects described in the Capital Improvement Plan and their associated costs are forecasted over a five year fiscal period. Funding is not available for all projects proposed. Each responsible department or agency sets priorities and may make recommendations as to funding, or identifies certain projects as "Funded" when project-specific funding is available.

Capital Projects — What are They?

Capital projects by definition are: acquisition of land and building improvements that cost \$25,000 or more, and infrastructure costs of \$100,000 or more. "Improvements" add new use, capacity, or useful-life to an existing facility

or avoid impairment. Examples might be a major building or infrastructure addition, a major remodel, or significant changes to a facility to comply with the Americans with Disabilities Act. The construction of a new building is also capitalized when the value is \$25,000 or more.

Certain major repair and replacement projects help sustain existing facilities and equipment to reach or extend their functional life span. These may include re-roofing, replacement of equipment, and road or parking lot repaving projects. Repairs and replacements of building components of \$25,000 or more that add value are typically capitalized. On the other hand, certain capital projects improve facilities and are proposed in order to better serve the client group housed, or the programs provided, rather than to preserve the asset. Please refer to individual Capital Improvement Plans for further details and narrative summaries.

Plan Development Process

Inform

Each fall, General Services convenes a meeting with all impacted General Government departments to review the annual Plan development process, including discussion of ranking criteria and the time-frame. This is one of the first steps in assisting departments with identifying and prioritizing capital investment needs. In many cases, needs will have been previously identified by the General Services Department staff and impacted departments as needs surface throughout the year.

Request

General Government department capital project requests are then submitted by the individual departments to General Services Department for inclusion in an overall project request database. Submitting departments are asked to also update any previous requests from prior

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years. Additionally, each department is asked to rank their requests in order of importance and criticality to the department.

Plan Review

General Services Department staff reviews project requests for completeness, adding further information to the project request database as needed, along with estimated project costs, proposed funding time-frame, and – where quantifiable – anticipated net cost changes associated with maintenance, program staff, and/or utilities.

Prioritize

To prioritize project requests from an “organization-wide” perspective, preliminary prioritization scores for each project are established based on criteria described in Administrative Policy 5-2, Policy for Capital Project and Asset Responsibility. Per Administrative Policy 5-2, all projects in the General Government Capital Project Plan must first serve to implement, or be consistent with, master plans for major County complexes and facilities, and with the County’s overall long-range strategic goals. Project criteria and related scoring are reviewed with submitting departments in the informational phase of the process:

1. Required to meet compelling health, safety, legal or code compliance, a mandate of the Board of Supervisors, or a court order. (Projects with legal and urgent health/safety considerations are ranked highest of all).
2. Previously approved phases of a project, which are integral to completing its initial scope.
3. Required to keep an existing building, facility or complex operational. Provides measurable economic benefit or avoids economic loss to the County. Serves to maintain or improve

infrastructure of the County as a general benefit to County operations and services (in some instances, the need to protect asset value is deemed urgent).

4. Alleviates constraints and impediments to effective public access and service such as improvements regarding space limitations or inefficient layout of space in County buildings or facilities, provisions for expanded or changed programs or services, or improvements to heating, ventilation or other work environment conditions.
5. Improves the environmental quality or aesthetics of County facilities and complexes.

The highest ranked projects are those that are urgently needed to preserve the value of an asset; address compelling legal, regulatory, or contractual obligations; address urgent safety needs.

Next order-of-priority projects are those that have accumulated high scores based on the number of other criteria from Administrative Policy 5-2 (http://sc-intranet/cao/admin_policy.htm) that are addressed. Organization-wide considerations being equal, individual department priorities are given consideration.

A project funded by an outside, non-General Fund source may be given separate consideration to avoid losing those funds, as long as the project conforms to an appropriate master plan or strategic objective.

All General Government Plan projects and their prioritizations receive further review and confirmation by the General Services-convened Facility Planning Group, which includes the County Administrator’s Office staff representation. General Services’ staff subsequently provides information regarding preliminary project prioritization to the submitting departments as the draft Plan moves on to the

Appendix I

County Administrator's Office for final review.

Funding

Actual capital project funding levels are determined during the budget process, and not simply with acceptance of this Plan. Therefore, the Five-Year Plan uses the term "Funded" to mean that a project has previously been funded, or has identified funding from a dedicated source – not necessarily that funds have already been appropriated to the project. Project for which limited annual funding has not been identified remain categorized as "Unfunded". In some instances the designation is "Partially Funded", where partial dedicated project funding is identified and available. However, partially funded projects cannot move forward until full funding is made available by way of the adopted Capital Projects Budget.

Funding focuses on priority work to occur in the first year (FY 2018-19) of the Five-Year Plan. Exceptions may include a phased project that must receive funding over multiple years in order to be completed, a high-priority project specifically recommended for funding in a future Plan year, or projects for which other non-General Fund sources are identified in advance.

Project Descriptions and Details

Project descriptions are provided for all projects, along with individual project detail sheets for projects recommended for funding in FY 2018-19, or which have partial funding identified. See page B-25 for project detail sheets.

Project Cost

The Plan reports costs (project budgets) on the basis of estimated total project cost, not just construction cost. Cost assumptions are based on the descriptions provided in this document and, where needed, additional background research. Project Cost is the total cost of delivering a complete project.

Project Cost may include many sub-costs such as design and engineering fees, surveys, geotechnical investigation, hazardous materials sampling or removal, environmental review, permit fees, utility fees, hard construction costs, inspections, furnishings, ergonomic consulting, move coordination and move costs, telecommunications and data connectivity, and staff administration and project management time.

Operations and Maintenance Cost

Projects that impact the cost of Operations and Maintenance will have costs included. If no impact is determined, the value will be zero. Estimates are typically calculated based on square footage increases or decreases using cost estimates for similar building space.

Descriptions of the four categories from table Projects Organized by Categories (pg. B-21) are:

- **Mandated:** Projects are listed in this category if they address issues of safety, meet contractual obligations to other agencies and/or where significant risk to the County may result as a failure to resolve a deficiency. Included in the Legal and Urgent category are the Accessibility Barrier Removal projects.
- **Operational Improvement:** Projects listed in this category are intended to address less critical, but mandated needs of county agencies and facilities.
- **Deferred Maintenance:** Since 2009, a shortfall in funding has resulted in a backlog of routine preventative maintenance to preserve the useful life of an asset which includes heating, ventilation and air conditioning (HVAC) systems, electrical, sealants, roofing and finishes including carpeting. The scope of work identified in each building is described in the Facilities

Appendix I

Condition Assessment completed by VFA Associates in 2014. For more information see Facility Descriptions and Asset List section in this Plan.

- **Other:** Projects listed in this category are intended to meet needs of county agencies and facilities that are not categorized as Legal and/or Urgent.

Reference maps found within the Facility Descriptions section show the geographic location of facilities, e.g. County Administration Center, Los Guilicos, and Chanate.

Appendix II

Project Funding Database Field Descriptions

The following describes the fields used in the Capital Improvement Plan – Project Details sheets.

LABEL	DESCRIPTION
Request Number	Located at the top of the Project Details sheet, this identifier will uniquely identify the request.
Project Name	Located at the top of the Project Details sheet is the Name of the project. Project names are brief (less than 50 characters) and include key descriptors like location, requestor or activity
Function	<p>Functional areas identified in the County Budget that groups together Departments for financial reporting:</p> <p>ADMINISTRATIVE SUPPORT AND FISCAL SERVICES</p> <ul style="list-style-type: none"> • Board of Supervisors/County Administrator • County Counsel • Human Resources • General Services • Information Systems • Non-Departmental • Auditor-Controller-Treasurer-Tax-Collector • County Clerk-Recorder-Assessor <p>JUSTICE SERVICES</p> <ul style="list-style-type: none"> • Court Support and Grand Jury • Probation • District Attorney • Public Defender • Sheriff

Appendix II

LABEL	DESCRIPTION
Function	<p>HEALTH AND HUMAN SERVICES</p> <ul style="list-style-type: none"> • Health Services • Human Services • IHSS Public Authority • Child Support Services • Hospital Enterprise Closeout <p>DEVELOPMENT SERVICES</p> <ul style="list-style-type: none"> • Permit and Resource Management • Community Development Commission • Fire and Emergency Services • Transportation & Public Works • Water Agency • Economic Development Board • Regional Parks <p>OTHER COUNTY SERVICES</p> <ul style="list-style-type: none"> • Agricultural Preservation and Open Space District • Agricultural Commissioner • U.C. Cooperative Extension • Library • Fairgrounds • Advertising
Department/ Division	Department Name and Division if applicable
Status	Provide information for the status of the project to include what state the project is
Label	Description
	<ul style="list-style-type: none"> • Request = Project not previously worked on • Active = Project previously funded and work is in progress
Start Date	This is the estimated start date for a project with Status = Request and actual start date for a project with Status = Active
End Date	This is the estimated end date for the project

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LABEL	DESCRIPTION
Description	Detailed description to include the purpose of the project, who requested the project, benefits, value, or increased efficiencies of the project, how it aligns with current County Goals and objectives and a compelling justification for the project. Also include a statement on how this project aligns with the Board’s Strategic Plan Focus Area you assigned to the project.
Net Impact on Operating Budget	Operating cost impact, if clarification is needed. Also include cost savings or additional revenues generated by the project.
Project Costs (in thousands)	<p>All one-time project costs including:</p> <ul style="list-style-type: none"> • Acquisition = All Costs associated with acquiring new land/building or decommissioning • Construction = All cost of Construction • Furniture/Reloc = All cost of Furniture and Relocation • Design/PM = All cost for designing and Project Management • Other = All other associated project costs • Project Total = Total of all Project Costs listed above. Project Cost should equal requested Funding.
O and M Costs (in thousands)	<p>All Operations and Maintenance related costs including:</p> <ul style="list-style-type: none"> • Utilities = Ongoing Annual Utility Costs • Maintenance = Ongoing Annual Maintenance Cost (+ or -) due to project • Personnel = Cost of FTE (+ or -) associated with project • Other = All other operating costs associated with project • OM Total = Total of all O and M costs listed above
Refund/Revenue	Identified expected refunds or revenue gained due to the project. Note: This is for information purposes only and not calculated into form totals.
Funding Summary (in thousands)	<p>Funding details needed to meet Project Cost including:</p> <ul style="list-style-type: none"> • Funding Source = Identified or potential funding sources for each project. Many projects require multiple funding sources to be fully funded • Index = Unique number assigned by Auditor Controller • Prior Years = Project funding for years prior to the current year

Appendix II & III

	DESCRIPTION
	<ul style="list-style-type: none"> • Current Year = Project funding for current year • FY1 2018-19 = Project funding required for first Fiscal Year of the 5 Year Plan • FY2 2019-20 = Project funding required for second Fiscal Year of the 5 Year Plan • FY3 2020-21 = Project funding required for third Fiscal Year of the 5 Year Plan • FY4 2021-22 = Project funding required for fourth Fiscal Year of the 5 Year Plan • FY5 2022-23 = Project funding required for fifth Fiscal Year of the 5 Year Plan • 5 YR Total = Total Project Funding for Year one through year 5 of the 5 Year Plan • Future Years = Project funding required for years beyond the 5 Year Plan • Project Total = Project Funding required for the life of the project (all years) • Totals = Totals of all Project Funding Sources by Years

Common Acronyms

<u>Acronym</u>	<u>Translation</u>	<u>Acronym</u>	<u>Translation</u>
ADA	Americans with Disabilities Act	LG	Los Guilicos
Bldgs	Buildings	MADF	Main Adult Detention Facility
CAC	County Administration Center	ME	Major Equipment
CAO	County Administrative Office	MT	Maintenance
CCC	Community Corrections Center	NCDF	North County Detention Facility
CCFP	Consolidated County Facilities Plan	PL	Planning
CEP	Consolidated Energy Plan	TOT	Transient Occupancy Tax
CFL	Compact Florescent Lamp/Light	Vets	Veterans Halls
CJP	Criminal Justice Precinct	VMCH	Valley of the Moon Children's Home
CMP	Central Mechanical Plant	YR	Year
CIP	Capital Improvement Plan		
CRA	Clerk Recorder Assessor		
CSA	California Service Area		
CSA	Correctional Standard Authority		
FY	Fiscal Year		
GGCIP	General Government Capital Improvement Plan		
HOJ	Hall of Justice		
HS	Health Services		
HVAC	Heating Ventilation Air Conditioning		
IMP	Improvement		
ISD	Information Systems Department		
JJC	Juvenile Justice Center		
KV	Kilo Volt(s)		
L&B	Land and Building		
LED	Light Emitting Diode		

Appendix IV

Facility Condition Assessment Glossary

ITEM	DEFINITION
Asset Number	Unique identification number assigned to the building.
Cost/Unit	<p>A System's Unit Cost Basis is the amount of the system for which the Systems Cost Estimate is built. The total cost of the line items divided by the Unit Cost Basis determines the Unit Cost.</p> <p>The System's Unit Cost Basis allows estimators who are building System Templates to build cost estimates based upon realistic quantities of the system that they are working with, in order to populate the Unit Cost field efficiently (allowing them to estimate for 1000 SF of roofing, instead of for 1 SF of roofing).</p> <p>For example: A Roofing System Template may be built with a Unit Cost Basis of 1000, so that the line items are based upon 1000 SF of roof area. If the total cost for a 1000 SF membrane roof is \$9,830, you then divide \$9,830 by the Unit Cost Basis of 1000, then you arrive at a \$9.83 per SF. Then enter the exact number of SF for a roof (for example: 25,000 SF) and the System's Replacement Cost is calculated accordingly (25,000 SF x \$9.83 per SF = \$245,750 System Replacement Cost).</p>
FCI	<p>Facility Condition Index. FCI is an industry-standard index that objectively measures the current condition of a facility, allowing comparison both within and among institutions. To determine FCI for any given set of Assets, the total cost of remedying deferred maintenance Requirements is divided by the current replacement value. Generally, the higher the FCI, the poorer the condition of the facility. An Administrator may configure FCI to include and exclude Requirements based on category and recommended action date.</p>
FCI Cost	Facility Condition Index Cost. Formula: $FCI / Replacement Value$.
Replacement Value	Asset Replacement Value (RV) is the total amount of expenditure required to construct a replacement facility to the current building codes, design criteria, and materials. The RV for a single Asset can be based on the sum of the System replacement costs, or it can be a custom cost. The RV may include or exclude overhead costs.
RI	Requirements Index. A total needs Requirement index. RI includes the costs of all non-closed Requirements regardless of category and time.
RI Cost	To determine RI for any given Asset, the total cost of addressing all Requirements is divided by the current replacement value. Formula: $RI / Replacement Value$
Size	Gross building size in square feet.

Attachment 3
 Capital Improvement Plan Budget
 Recommended Funding- General Government Projects
 New Funding Only
 FY 2018/19

Project	General Fund	Other	Source
Accessibility Projects-SETP	\$ 1,600,000		
Behavioral Health Housing Unit		\$ 40,000,000	State Lease/Revenue Bond
Microwave replacements	\$ 180,000		
MADF Connector	\$ 416,231	\$ 343,659	Courthouse Construction
Fleet demo prep	\$ 1,761,260		
Sheriff 911 Dispatch Console	\$ 28,509	\$ 678,491	Criminal Justice Fund
ISD Data Center Power Improvements	\$ 464,000		
Petaluma Vet's Hall		\$ 425,808	Veteran's Buildings/TOT
County Government Center	\$ 550,000		
ISD 2615 Paulin Drive Space	\$ 500,000		
MADF Housing Safety and Security		\$ 473,035	Criminal Justice Fund
Total	\$ 5,500,000	\$ 41,920,993	



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 of Sonoma County

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Barbie Robinson, 565-4777; Ellen Bauer, 565-4418

Supervisorial District(s):

Title: Tobacco Retailer Licensing Ordinance

Recommended Actions:

Adopt a resolution introducing, reading the title of, and waiving further reading of a proposed ordinance amending Chapter 32A of the Sonoma County Code to make necessary administrative clean-up clarifications regarding pricing related to packages of cigars and little cigars.

Executive Summary:

On April 19, 2016 the Board of Supervisors adopted an ordinance adding Chapter 32A to the Sonoma County Code to require the licensure of tobacco retailers within unincorporated Sonoma County. The goals of the ordinance are to assure more responsible tobacco retailing and to prevent the sale or distribution of tobacco and nicotine products to minors. Since adoption and implementation of the ordinance, it has become apparent that language referencing pack size in the minimum price provision is unnecessary and should be removed to provide clarity. Approval of the proposed ordinance will ensure that Chapter 32A is implemented as intended and will help to avoid confusion among retailers.

Discussion:

Chapter 32A (Licensure of Tobacco Retailers) of the Sonoma County Code requires licensure of tobacco retailers within unincorporated Sonoma County. The goals of the ordinance are to assure more responsible tobacco retailing and to prevent the sale or distribution of tobacco and nicotine products to minors. Major provisions of the ordinance include:

- A prohibition of tobacco licensing to pharmacies.
- A restriction on the issuing of new licenses when a density of one retailer per 2,000 residents is exceeded or a retailer is within 1,000 feet of a school (regardless of density) or the retailer is a Significant Tobacco Retailer.

- A requirement that retailers within 1,000 feet of a school and Significant Tobacco Retailers must become a certified “healthy and responsible retailer” for a period of 24 months in order to transfer a license beyond an immediate family member.
- A minimum price of \$7.00 that applies to a pack of cigarettes, a pack of 20 little cigars and a pack of 5 cigars. This particular provision had a delayed implementation date of January 1, 2018.

Proposed Language Modification: Chapter 32A of the Sonoma County Code, Licensure of Tobacco Retailers, was adopted by the Board of Supervisors in April 2016. The proposed ordinance affects language contained in Chapter 32A, Section 32A-3, “Requirements and Prohibitions,” subsection (k), “Minimum price for cigarettes, little cigars, and cigars.” Subsection 32A-3(k) of Chapter 32A became effective January 1, 2018. Since adoption and implementation of the ordinance, it has become apparent that language referencing pack size in the minimum price provision is unnecessary and should be removed to provide clarity and avoid confusion. During the first reading of the proposed ordinance, the Board directed staff to eliminate the provision addressing package size. While this provision was removed, an artifact referencing package size within the minimum price provision was left unchanged in the ordinance language. As currently written, the requirements for pricing packages of cigars and little cigars may be unclear to retailers. Approval of the language change in the proposed ordinance is requested and is consistent with Board direction.

Staff met with all 96 retailers in unincorporated Sonoma County prior to the January 2018 effective date of the minimum price provision in order to provide the retailers with instruction on how to implement the new rule. Consistent with the Board’s intent to not regulate pack size, the retailers were instructed that cigars and little cigars, with pack size left to the discretion of retailers, should be priced at or above \$7. (Cigars and little cigars sold as singles are considered a pack if they are individually wrapped, per the definition of “package” in the ordinance.) Retailers voiced no opposition to implementing the new rule as instructed, and since January have been found to be in compliance as instructed. The language modification detailed in the proposed ordinance will ensure that Chapter 32A language is implemented as intended and will help to avoid confusion among retailers.

Tobacco Retailer Licensing Fee

At the April 26, 2016 Board meeting, the Board approved a Tobacco Retailer License fee of \$350 per retailer. The annual cost to support the regulatory program was estimated at \$124,621, or \$1,050 per retailer, and was based on a cost study of enforcement activities delivered to 118 retailers in unincorporated Sonoma County and administrative activities necessary to support the program. To address concerns about the financial impact upon retailers, the Board approved the use of Tobacco Deallocation funds to subsidize retailer fees for the first two years of the program, with the result being the reduced annual license fee of \$350 per retailer.

The first two years of implementation have provided retailers with the education and support to be fully compliant with tobacco control laws, including those set forth in the local Licensure of Tobacco Retailers ordinance. Compliance visits have revealed some issues for which retailers have been able to respond adequately, and it has been unnecessary to issue citations. Furthermore, a purchase survey conducted in 2017 revealed a significant drop in sales to youth and young adults with only one retailer performing an illegal sale (compared to 18 in 2015). As a result of this positive experience, the Department is recommending a decrease in the number of compliance visits to one per year. With this decrease in compliance visits, along with cost saving strategies and more efficient systems, program costs will be fully funded for fiscal year 2018-2019 with the existing Tobacco Retailer License fee of \$350. Cost

savings strategies include diverting education activities to other programs and using Proposition 56 tobacco funding for future purchase surveys. Cost savings are being realized because administrative procedures are now in place and systems and tools have been built that have led to efficiencies in staff time.

The Tobacco Retailer License fee of \$350 that was established by the Board on April 26, 2016 will continue unchanged for FY 17-18. The \$350 fee is calculated to recover the reasonable regulatory cost of administration and enforcement and will not exceed the cost of the regulatory program. This fee will continue to be imposed for the specific benefit and service provided directly to the retailer that is not provided to those not charged. The annual cost to support the regulatory program, estimated at \$33,600, is based on a cost study of enforcement activities delivered to 96 retailers in unincorporated Sonoma County and administrative activities necessary to support the program. No fee payor will be charged an amount that exceeds the costs of the services the fee payor receives.

Prior Board Actions:

On April 26, 2016 the Board adopted a resolution establishing new and amended fees to recover the reasonable cost of providing services including fees associated with Environmental Health and Safety, Public Health Laboratory, Behavioral Health, and Tobacco Retailer Licensing for the Department of Health Services effective July 1, 2016.

On April 19, 2016 the Board adopted an ordinance (as amended) adding Chapter 32A (Licensure of Tobacco Retailers) to the Sonoma County Code to require the licensure of tobacco retailers within unincorporated Sonoma County.

On March 29, 2016 the Board adopted a resolution introducing, reading the title of, and waiving further reading of a proposed ordinance adding Chapter 32A (Licensure of Tobacco Retailers) to the Sonoma County Code to require the licensure of tobacco retailers within unincorporated Sonoma County.

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

The ordinance serves to reduce smoking among youth in Sonoma County. This effort aligns with the *Agenda for Action* section of *A Portrait of Sonoma County* (2014), which recommends redoubling anti-smoking efforts as a top strategy for reducing disparities in health.

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:			
There are no fiscal impacts associated with this item.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Resolution, ordinance (redline), ordinance (clean)			
Related Items “On File” with the Clerk of the Board:			
None			



County of Sonoma
State of California

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Introducing, Reading the Title, and Waiving Further Reading of a Proposed
Ordinance Amending Chapter 32A of the Sonoma County Code to Make Necessary
Clarifications Regarding Pricing Related to Packages of Cigars and Little Cigars**

Whereas, a proposed ordinance entitled “An Ordinance of the Board of Supervisors of the County of Sonoma, State of California, Amending Chapter 32A of the Sonoma County Code to Make Necessary Clarifications Regarding Pricing Related to Packages of Cigars and Little Cigars” has been introduced and the title read.

Now, Therefore, Be It Resolved that further reading of the proposed ordinance is waived.

Be It Further Resolved that the Sonoma County Board of Supervisors will consider adoption of the proposed ordinance on June 12, 2018 in the Board of Supervisors Chambers, 575 Administration Drive, Room 102A, Santa Rosa, California.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Ordinance No. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA,
STATE OF CALIFORNIA, AMENDING CHAPTER 32A OF THE SONOMA COUNTY CODE
TO MAKE NECESSARY CLARIFICATIONS REGARDING PRICING RELATED TO
PACKAGES OF CIGARS AND LITTLE CIGARS**

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I. Chapter 32A, Section 32A-3, subsection (k) of the Sonoma County Code is amended to read:

- (k) Minimum Price for Cigarettes, Little Cigars, and Cigars. No tobacco retailer shall sell to a consumer:
- (1) A package of cigarettes at a price that is less than seven dollars (\$7.00) per package of twenty (20) cigarettes, including all applicable taxes and fees.
 - (2) A package of little cigars at a price that is less than seven dollars (\$7.00) ~~per package of twenty (20) little cigars~~, including all applicable taxes and fees.
 - (3) A package of cigars at a price that is less than seven dollars (\$7.00) ~~per five (5) cigars~~, including all applicable taxes and fees.
 - (4) The minimum prices established in this section shall be adjusted annually (percent change in the annual average, not seasonally adjusted) by the department in proportion with the Consumer Price Index: All urban consumers for all items for the San Francisco-Oakland-San Jose, CA statistical area as reported by the United States Bureau of Labor Statistics or any successor to that index.

SECTION II. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION III. Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment. Adoption and implementation of the standards, license requirements, and other measures contained in the ordinance will not result in any direct physical change to the environment on their own. In the alternative, the adoption and implementation of this ordinance is exempt from CEQA pursuant to Section 15308 of the State CEQA Guidelines as an action taken to assure the maintenance, restoration, enhancement, and protection of environment where the regulatory process involves procedures for protection of the environment. The basis for this determination is that this ordinance does not in itself approve any construction activities, but instead establishes

standards, license requirements, and other measures that regulate the licensure of tobacco retailers more stringently than existing codes. These standards, license requirements, and other measures will assure the protection of human health, which is an aspect of the environment under Public Resources Code Section 21083(b)(3), by strengthening existing standards for preventing the sale of tobacco to youth and establishing new limitations on tobacco retailer licensure. The Director of the Department of Health Services is directed to file a notice of exemption in accordance with CEQA and the State CEQA Guidelines.

SECTION IV. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the 22nd day of May 2018, and finally passed and adopted this _____ day of _____ 2018, on regular roll call of the members of said Board by the following vote:

Supervisors:

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

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Clerk of the Board of Supervisors

Ordinance No. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA,
STATE OF CALIFORNIA, AMENDING CHAPTER 32A OF THE SONOMA COUNTY CODE
TO MAKE NECESSARY CLARIFICATIONS REGARDING PRICING RELATED TO
PACKAGES OF CIGARS AND LITTLE CIGARS**

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I. Chapter 32A, Section 32A-3, subsection (k) of the Sonoma County Code is amended to read:

- (k) Minimum Price for Cigarettes, Little Cigars, and Cigars. No tobacco retailer shall sell to a consumer:
 - (1) A package of cigarettes at a price that is less than seven dollars (\$7.00) per package of twenty (20) cigarettes, including all applicable taxes and fees.
 - (2) A package of little cigars at a price that is less than seven dollars (\$7.00), including all applicable taxes and fees.
 - (3) A package of cigars at a price that is less than seven dollars (\$7.00), including all applicable taxes and fees.
 - (4) The minimum prices established in this section shall be adjusted annually (percent change in the annual average, not seasonally adjusted) by the department in proportion with the Consumer Price Index: All urban consumers for all items for the San Francisco-Oakland-San Jose, CA statistical area as reported by the United States Bureau of Labor Statistics or any successor to that index.

SECTION II. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION III. Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment. Adoption and implementation of the standards, license requirements, and other measures contained in the ordinance will not result in any direct physical change to the environment on their own. In the alternative, the adoption and implementation of this ordinance is exempt from CEQA pursuant to Section 15308 of the State CEQA Guidelines as an action taken to assure the maintenance, restoration, enhancement, and protection of environment where the regulatory process involves procedures for protection of the environment. The basis for this determination is that this ordinance does not in itself approve any construction activities, but instead establishes

standards, license requirements, and other measures that regulate the licensure of tobacco retailers more stringently than existing codes. These standards, license requirements, and other measures will assure the protection of human health, which is an aspect of the environment under Public Resources Code Section 21083(b)(3), by strengthening existing standards for preventing the sale of tobacco to youth and establishing new limitations on tobacco retailer licensure. The Director of the Department of Health Services is directed to file a notice of exemption in accordance with CEQA and the State CEQA Guidelines.

SECTION IV. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the 22nd day of May 2018, and finally passed and adopted this _____ day of _____ 2018, on regular roll call of the members of said Board by the following vote:

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Clerk of the Board of Supervisors



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 23
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Barbie Robinson, 565-7876
John Skeel, 565-5407

Supervisorial District(s):

Title: Sonoma County Animal Services Revenue Agreement

Recommended Actions:

Authorize the Director of Health Services to execute the second amendment to an agreement with the Town of Windsor for the County to continue to provide animal care and control services for an additional year from July 1, 2018 through June 30, 2019 and to receive additional revenue of approximately \$259,888.

Executive Summary:

On June 26, 2012 the Board approved an agreement with the Town of Windsor for Sonoma County Animal Services to provide animal care and control services to the Town of Windsor for the period July 1, 2012 through June 30, 2017. On June 13, 2017 the Board approved an amendment extending the term of the agreement through June 30, 2018 at the request of the Town of Windsor. Under the agreement Sonoma County Animal Services provides field, shelter, and administrative animal care and control services. The Town of Windsor has again requested that the County of Sonoma extend the term of the current agreement and continue providing services through June 30, 2019. The proposed amendment was approved by the Windsor Town Council on March 21, 2018.

Discussion:

Sonoma County Animal Services, under the Department of Health Services, is responsible for enforcing local, state, and federal laws and regulations pertaining to animals and their care, and public safety relating to animals. Sonoma County Animal Services provides a wide range of services to the community including:

- Patrolling streets for stray, injured, and abandoned animals.
- Sheltering abandoned, surrendered, or stray animals and promoting adoption to forever homes.
- Performing community outreach to encourage responsible pet ownership and pet safety.
- Enforcing local and state animal control, licensing, and vaccination laws.

- Investigating animal bite reports and rabies control cases.
- Transporting sick or injured animals to care sites.
- Licensing dogs.

Under the existing services agreement, the Town of Windsor reimburses Sonoma County for the cost of providing the animal care and control services listed below. The proposed amendment extends the provision of these services for an additional year, through June 30, 2019. The amendment is being requested by the Town of Windsor as Windsor’s planned competitive bidding process, which would have resulted in a new agreement and potentially a new provider for services beginning July 1, 2018, was postponed due to the October 2017 fires. Sonoma County has been providing the following animal care and control services to the Town of Windsor since the town incorporated in 1991.

- Field Services – License enforcement, emergency services, stray animal pickup, bite investigations, animal cruelty/neglect responses, and public nuisance reports.
- Shelter Services – Impound care for surrendered and stray animals including pre-adoption spay/neuter, veterinary care, vaccinations, shelter, and food.
- Administrative Services – Animal licensing, rabies certificates, state mandated bite reporting, customer service, and billing.

Windsor’s cost is based on the percentage of calls for service and impounds for each jurisdiction for which Sonoma County Animal Services provides services – unincorporated areas of Sonoma County, the City of Santa Rosa, and the Town of Windsor. Under the terms of the agreement, the revenue amount received by the County increases annually per the percent change identified in the Bay Area Consumer Price Index. Budgeted revenue for fiscal year 2018 2019 of \$259,888 will provide for full-cost recovery of the services provided to the Town of Windsor. Total revenue received during the initial five-year term and one-year extension of the agreement (July 1, 2012 through June 30, 2018) is \$1,421,397.

Prior Board Actions:

On June 13, 2017 the Board approved a one-year term extension to continue to provide animal care and control services through June 30, 2018.

On June 26, 2012, the Board approved an agreement with the Town of Windsor for the County to continue to provide animal care and control services for the term July 1, 2012 to June 30, 2017.

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

Providing animal care and control services to the Town of Windsor aligns with the Department’s continued community collaboration efforts and the application of best practices in providing animal care and control services in Sonoma County to ensure the best outcomes for animals and the community.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		\$259,888	
Additional Appropriation Requested			
Total Expenditures	0	\$259,888	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other		\$259,888	
Use of Fund Balance			
Contingencies			
Total Sources	0	\$259,888	0
Narrative Explanation of Fiscal Impacts:			
The FY 18-19 proposed budget includes appropriations of \$259,888 in revenue to be paid to the County for the proposed one-year extension of this agreement. Revenue amount of \$259,888 is based on the FY 17-18 contract amount of \$251,124 plus a Consumer Price Index increase of \$8,764 (estimated at 3.5 percent).			
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:			
Second Amendment to agreement with the Town of Windsor			
Related Items "On File" with the Clerk of the Board:			
None			

**AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR ANIMAL CARE, CONTROL AND SHELTER**

That certain agreement (“Agreement”) entered into and effective as of June 13, 2012 (“Effective Date”), between the Town of Windsor (“Town”) and County of Sonoma (“County”) for Animal Care, Control and Shelter Services in the Town of Windsor, is hereby amended as follows:


1. The term of Agreement is amended to read as follows:

3. Term of Agreement. The Term of this Agreement shall be from July 1, 2012 to June 30, 2019, unless sooner terminated in accordance with section 4 of said Agreement.

Executed on _____, 2018 at Windsor, California.

For Town of Windsor:

For County of Sonoma:



John Jansons
Town Manager

Barbie Robinson
Director, Department of Health Services

Recommended for Approval:




Carlos Basurto
Chief of Police



Camille Kazarian
Assistant Town Manager /
Administrative Services Director

Approved as to Form:



Robin Donoghue
Town Attorney

Supplemental Signature Page

Town of Windsor

Term: July 1, 2012 – June 30, 2019

Approved as to Substance:

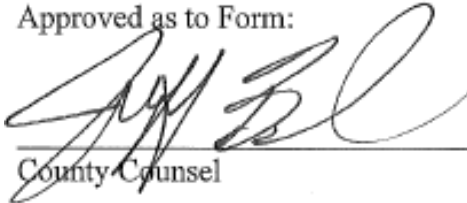


Division Director or Designee

Dated

4/13/18

Approved as to Form:



County Counsel

Dated

4/13/18



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 24
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Information Systems Department

Staff Name and Phone Number:

John Hartwig 565-6055 and Robert Butler 565-5299

Supervisorial District(s):

Countywide

Title: Memorandum of Understanding With County of Alameda for Reciprocal Data Center Space

Recommended Actions:

Authorize the Director of the Information Systems Department or designee to execute a Memorandum of Understanding (MOU) between the County of Sonoma and the County of Alameda for a period of five (5) years, which provides reciprocal use of data center floor space for purposes of disaster and business recovery, with five (5) additional one (1) year options to extend.

Executive Summary:

Hazard mitigation plans identify potential risk to County buildings, infrastructure, and equipment that can lead to a loss of County systems and access to data creating the inability to provide critical functions and services. This agreement is an element of the County's mitigation strategy and intends to improve the resiliency and access to essential information technology.

Discussion:

Alameda County and Sonoma County intend to use data center floor space in each other's facilities to store backup computer equipment at their sites and keep it available for use after a natural disaster, terrorist act, or extended business interruption that might impact the Northern California region. This represents a key element of each County's Disaster Recovery strategy to restore critical computer systems needed by agencies to conduct government business and aligns with the Sonoma County Hazard Mitigation Plan.

Each County has space available within their data centers to accommodate back up equipment and each has offered to provide the needed space under the terms and conditions of the Memorandum of Understanding (MOU). This provides each County with the additional benefit of mileage separation from each other, mitigating the risk associated with a local disaster, but each County is still in close enough proximity to enable a prompt response.

Each County will receive approximately seventy two square feet of space (72 sq. ft.) in each other's data centers, located in Santa Rosa and Oakland respectively. Seventy two square feet (72 sq. ft.) represents approximately one full row (nine racks) of equipment. The use of the premises will be limited to installation, operation, and maintenance of data and network equipment. Both data centers are secure facilities and access to each is possible with a security badge only. Each county will have access to, and non-exclusive use of common areas such as walkways, lunchrooms, break rooms, loading facilities, and lobby.

In the event that Sonoma or Alameda County need to use the reciprocal space, each agency agrees to provide designated office space of no less than 120 square feet configured to allow installation of at least four networked computer workstations, phones, and other services typical of occupied space in the building.

Pursuant to Government Code section 25526.6, the Board of Supervisors may enter into an agreement such as this one that allows another state or local agency to use Sonoma County property upon findings (1) that the agreement is in the public interest and (2) that the agreement will not substantially conflict or interfere with Sonoma County's use of the property.

The County of Alameda will also be presenting this item to their Board of Supervisors.

If this board item is not approved, co-location of the County's data center will have to be purchased from a commercial vendor as opposed to this reciprocal agreement with another government entity.

Prior Board Actions:

February 26, 2013: Approval of Memorandum of Understanding With County of Alameda for Reciprocal Data Center Space Board Action #29.

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

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There are no costs associated with this recommended action.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Memorandum of Understanding With County of Alameda for Reciprocal Data Center Space			
Related Items "On File" with the Clerk of the Board:			

Memorandum of Understanding Reciprocal Use of Data Center Floor Space



Sonoma County
Information Systems Department
&
Alameda County Information
Technology Department

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OVERVIEW AND FINDINGS

This Memorandum of Understanding ("MOU") for reciprocal use of Data Center floor space between the counties of Sonoma and Alameda (referred to collectively as "Sonoma and Alameda," "the Counties," or "the parties") and individually as "the County" creates a reciprocal license as set forth below.

The Counties intend to use data center floor space from each other in order to store back-up computer equipment at their site and keep it available for use after a natural disaster, terrorist act or extended business interruption that might impact the Northern California Bay Area region. This represents a key element of each County's Disaster Recovery strategy to restore critical computer systems needed by agencies to conduct government business.

Backup computer equipment owned by each County will be installed at the other County's data center, preloaded with software, and left in a state of readiness in which critical County applications and data can be quickly restored during a disaster.

Each County has space available within its data center to accommodate back-up equipment and each has offered to provide the needed space under the terms and conditions in this MOU. Each County has the additional benefit of mileage separation from each other which mitigates the risk associated with a local disaster, but each County is still close enough for IT staff to travel in a timely and cost effective manner.

This MOU establishes the parameters in which both Counties will acquire data center floor space from each other. This MOU acknowledges each County's cost for power, air-conditioning and facilities maintenance associated with equipment within the data center.

It is acknowledged that Sonoma and Alameda, in order to implement their own disaster recovery strategies, are interested in renewing a reciprocal agreement with each other to trade data center floor space which will help offset the cost of leasing an outside vendor's data center space.

Each County finds that this MOU is in the public interest and that the issuing County's grant of the license contemplated in this MOU to the other County will not substantially conflict or interfere with the issuing County's use of the property.

MOU for Data Center Floor

PREMISES

Sonoma County wishes to occupy approximately seventy two square feet (72 sq. ft.) in Alameda's Data Center located at 1221 Oak Street, Oakland, California 94612. Alameda County wishes to occupy approximately seventy-two square feet (72 sq. ft.) in Sonoma's Data Center located at 2615 Paulin Drive, Santa Rosa, California 95403. Seventy two square feet represents approximately one full row (nine racks of equipment). Both Counties will exchange a drawing mapping their respective Data Centers and the location where the other County's disaster recovery equipment will be located. The Counties anticipate that this MOU may be amended to encompass additional data center space as needs may require.

USE

- Sonoma and Alameda's use of the premises shall be limited to installation, operation, and maintenance of data and network equipment. Alameda and Sonoma agree not to use the premises for any other purpose nor to engage in or permit any other activity within or from the premises.
- Sonoma and Alameda will have access to, and non-exclusive use of common areas such as walkways, lunchrooms, break rooms, loading facilities and lobby.
- Sonoma and Alameda recognize that both data centers are secure facilities and access to the premises is possible via security badge only. Sonoma and Alameda will issue to identified County staff necessary security badges and retains the right to limit the number of security badges issued. Individuals must meet the security requirements of the respective County to obtain a security badge. These requisites shall include a security background check, safety training and knowledge of related policies and procedures.
- Sonoma and Alameda acknowledge that there are times when systems might be shut down for routine maintenance or unexpected repairs. Sonoma and Alameda will provide reasonable written notification should a shutdown become necessary unless an emergency circumstance prevents such a notification.
- The operation of Disaster Recovery programs will require an unspecified number of telephone, data and internet lines. Each County shall be responsible for the costs of installation, maintenance and other costs associated with such items used in the operations of the Disaster Recovery programs at the other County's sites.

MOU for Data Center Floor

TERMS

- The cost of this reciprocal use agreement between Sonoma and Alameda Counties shall be zero.
- The term of this MOU is five years, commencing on the date of execution of the MOU.

The respective Chief Information Officer/Department Head and/or their designees can mutually agree to extend the term of this MOU for additional one year periods on the same terms and conditions provided that each Chief Information Officer/Department Head and/or their designees receives authority from his or her respective Board of Supervisor to agree to said extension.

Notification to exercise an extension shall be made in writing at least sixty (60) days prior to the MOU termination date.

Sonoma and Alameda shall have the option to terminate this MOU at any time during the term by giving the other party at least ninety (90) days prior written notice.

Should either Sonoma or Alameda incur additional costs for improvements, upgrades, modification, equipment purchases and or other items as needed or required after the initial build-out the Counties shall reimburse the other for those costs.

Sonoma and Alameda agree that at termination of the MOU, each County will remove all of its owned equipment, furniture and other items. The premises shall be left in as good a condition as when first occupied, reasonable wear and tear excepted.

Sonoma and Alameda shall be responsible for and pay all charges for water, gas, electrical and telephone services supplied to their own respective premises.

In the event of a County's need to use the reciprocal space after a natural disaster, terrorist act, or extended business interruption, each County agrees to provide designated office space of no less than 120 square feet configured to allow installation of at least four networked computer workstations, phones and other services typical of occupied space in the building.

Each County will be allowed no more than five days per twelve calendar months for performing on-site disaster recovery testing exercises and equipment maintenance. In the event additional days are required this can be extended based on mutual agreement between both counties.

Sonoma and Alameda agree to give no less than 24 hours emergency activation notice for the need of

MOU for Data Center Floor

office space in the event of a declared emergency; and no less than three days' notice in the event of scheduled use, such as periodic testing of the reciprocal site. Such notice will include expected length of the stay on premises.

Each County shall be responsible for its own equipment and its care and maintenance. The host County shall have no obligation to check on, maintain, or repair the other County's equipment housed on its property.

MUTUAL INDEMNIFICATION

Each party to this MOU shall defend, indemnify, hold harmless, and release the other, its officers, agents, employees, and volunteers, from and against any and all claims, actions, damages, liabilities or expenses that may be asserted by any person or entity, including the parties, arising out of or in connection with the performance of the indemnifying party under this MOU.

INSURANCE

Alameda and Sonoma will maintain status as legally self-insured public entities for general liability.

APPROVALS

The parties have executed this agreement (MOU) on this day and year _____.

COUNTY OF ALAMEDA

COUNTY OF SONOMA


By _____

By _____

APPROVED AS TO FORM
County Counsel for the County
Of Alameda

APPROVED AS TO FORM

By 
Raymond Lara
Senior Deputy County Counsel

By 
Sonoma County Counsel



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 25
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Jennifer Faso 707-565-1683

Supervisorial District(s):

Fourth

Title: Lot Line Adjustment, Palmer; LLA17-0055

Recommended Actions:

Adopt a Resolution approving a Lot Line Adjustment between two parcels subject to Conditions of Approval and a Land Conservation Act Contract for property located at 3553 & 3559 Westside Road, Healdsburg; APN 110-190-012 and 110-190-015.

Executive Summary:

Staff has determined that the adjusted parcels would be consistent with the County's Uniform Rules for Agricultural Preserves and the Land Conservation Act and recommends approval of the Lot Line Adjustment, resulting in two parcels 191.99 acres and 63.83 acres in size. Lot Line Adjustments on lands under a Land Conservation Contract require that the Board of Supervisors make certain findings of consistency with the Land Conservation Act requirements. The adjusted parcels meet all of the required findings and will enhance the agricultural operations as noted in the attached resolution.

Discussion:

Project Description:

This is a request for a Lot Line Adjustment between two parcels (see Attachment D). The current lot sizes are: 81.76 +/- acres (Lot A) and 174.05 (Lot D). The Lot Line Adjustment will result in two parcels 63.83 +/- acres (Lot A) and 191.99 +/- acres (Lot D). This is an adjustment of 17.94 +/- acres from Lot A to Lot D. There is no Lot B or Lot C. The Lot Line Adjustment is being requested to improve agricultural management on both parcels and construct a new residence on Lot D.

Project Location and Zoning:

The subject parcels are located west of Highway 101 on Westside Road, approximately half a mile south of the intersection of Old Felta School Road and Westside Road. In 1994, under file number ACC 94-841 and ACC 94 -844 both parcels were approved by Permit and Resource Management Division and recorded Administrative Certificates of Compliances (ACCs) recognizing the parcels as legally separate.

Lot A is vacant and Lot D contains a hay/milking barn. Both parcels are used for dairy cattle grazing. The zoning is RRD (Resources and Rural Development) 100-acres/dwelling unit density, RC 50/50 (Riparian Corridor with 50-foot setbacks for residential and agricultural uses) combining district.

Land Conservation Act:

State regulations for Land Conservation Contracts and the *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones* (Uniform Rules) require that the amount of land under contract after a Lot Line Adjustment remain the same as it was before the Lot Line Adjustment and that the adjusted parcels continue to meet all the requirements for a contract. The Lot Line Adjustment will not result in a reduction of land under contract. Also each parcel individually meets the requirements for a contract as both lots parcels will continue to be devoted to agricultural, with both parcels consisting of over 50 percent of the land used for cattle crazing. Staff has determined the Lot Line Adjustment can meet all of the required findings as described in the attached Resolution.

Both parcels are currently under the same Non-Prime (Type II) Land Conservation Act Contract. To facilitate a Lot Line Adjustment, Government Code Section 51257 permits the contracting parties to rescind the existing contract and simultaneously enter into new contracts if the required findings can be made. A condition of approval requires that prior to recording the grant deeds for the adjusted parcels, the owner apply to rescind the existing Land Conservation Act contract and replace it with new contracts for the reconfigured parcels in accordance with the Uniform Rules.

Staff Recommendation:

Staff recommends the Board find the project consistent with Government Code Section 51257 and approve the proposed Lot Line Adjustment subject to the attached Conditions of Approval.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Board of Supervisors has endorsed the continuation of the County’s agricultural preserve program to preserve a maximum amount of the limited supply of agricultural, open space, scenic, and critical habitat lands within the county, to discourage premature and unnecessary conversion of such lands to urban land uses, to promote vitality in the agricultural economy, and to ensure an adequate, varied, and healthy supply of food and fiber for current and future generations. Land Conservation Act Contracts support agriculture and agribusiness by assisting in the preservation of agricultural land through the incentive of reduced property taxes in exchange for retaining the land in agricultural production.

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. The applicant pays for the costs of processing the application. Both parcels are currently under a Land Conservation Act Contract and after the Lot Line Adjustment the reconfigured parcels will be under separate replacement contracts. There will be no new fiscal impacts as a result of this action.			
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:			
Draft Board of Supervisors Resolution with Attachment A: Conditions of Approval Attachment B: Proposal Statement Attachment C: Lot Line Adjustment Site Plan Attachment D: Assessor’s Parcel Map			
Related Items “On File” with the Clerk of the Board:			
Full Sized Lot Line Adjustment Site Plan			



County of Sonoma

State of California

Date: May 22, 2018

Item Number: _____

Resolution Number: _____

LLA17-0055 Jennifer Faso

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving A Lot Line Adjustment Between Two Parcels Of 174.05 +/- Acres And 81.76 +/- Acres, Resulting In Two Parcels Of 191.99 +/- Acres And 63.83 +/- Acres With Conditions Of Approval Requiring That The Existing Land Conservation (Williamson) Act Contract Be Rescinded And Replaced With New Contracts Requested By Elizabeth Joan Ramsay Palmer, Located at 3553 & 3559 Westside Road, Healdsburg; APN 110-190-012 and 110-190-015.

Whereas, a request has been made by Elizabeth Joan Ramsay Palmer for a Lot Line Adjustment between two parcels of 174.05 +/- and 81.76 +/- acres in size resulting in two parcels of 191.99 +/- and 63.83 +/- acres in size both under Land Conservation Contracts on non-prime agricultural land located at 3553 & 3559 Westside Road, Healdsburg ; APN 110-190-012 and 110-190-015; zoned RRD (Resources and Rural Development) 100 - acres/dwelling unit, RC 50/50 (Riparian Corridor 50 foot setback for residential and agricultural uses); Supervisorial District No. 4; and

Whereas, the two parcels are recognized by the County as legal separate parcels with Administrative Certificates of Compliance (File Number ACC 94-841 and ACC94-844) recorded under OR# 1995-0015900 and OR# 1995-0115897 recorded February 27, 1995.

Whereas, to facilitate a Lot Line Adjustment, Government Code Section 51257 authorizes parties to a Land Conservation Act Contract or Contracts to mutually agree to rescind the Contract or Contracts and simultaneously enter into a new Contract or Contracts, if certain findings are made by the Board of Supervisors; and

Whereas, on December 13, 2011, the Board of Supervisors adopted the updated *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones* (Uniform Rules) (Resolution No. 11-0678); and

Whereas, consistent with the Uniform Rules the Lot Line Adjustment has been reviewed for its compliance with those rules as well as the Subdivision Map Act and the Sonoma County Subdivision Ordinance; and

Whereas, in accordance with the provisions of the law, the Board of Supervisors held a public hearing on May 22, 2018, at which time all interested persons were given an opportunity to be heard; and

Whereas, Section 15305(a) of Title 14 of the California Code of Regulations (CEQA Guidelines) provides that Lot Line Adjustments are exempt from the California Environmental Quality Act; and

Whereas, the purpose of the Lot Line Adjustment is to adjust property lines to improve agricultural management of both sites and construction of a new single family residence. Both lots are subject to Non-Prime Land Conservation Act Contracts; and

Whereas, Government Code Section 51257 requires that the Board of Supervisors make certain findings before existing Land Conservation Act Contracts may be rescinded and replaced to facilitate a Lot Line Adjustment.

Now, Therefore, Be It Resolved that the Board of Supervisors makes the following findings consistent with Government Code Section 51257:

- a. The new contracts will enforce and restrict the adjusted boundaries of the contracted parcels for an initial term for at least as long as the unexpired term of the rescinded contracts but for not less than 10 years.
- b. There is no net decrease in the amount of the acreage restricted by a contract. Both parcels are currently under contract and both of the parcels resulting from the Lot Line Adjustment will be under contracts.
- c. All of the land under contract will remain under contract.
- d. At least 50 percent of each resulting parcel is in agricultural use, as each parcel is used for commercial cattle grazing.
- e. After the Lot Line Adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222. The lots resulting from the Lot Line Adjustment will be 191.99 +/- acres and 63.83 +/- acres. The resulting 191.99 acre and 63.83 acres parcels will exceed the 40-acre minimum acreage requirement for Non-Prime contracts and will exceed the minimum gross income requirement of not less than \$2,000 gross income per year and \$2.50 gross income per acre as the parcels currently generate an annual gross total income of \$11,878, and average income and \$46.42 per acre. The agricultural barn located on Parcel A is an agricultural accessory use used for hay storage and Parcel D is vacant.
- f. The Lot Line Adjustment would not compromise the long term agricultural

productivity of the parcel or other agricultural lands subject to the contract or contracts. The Lot Line Adjustment is being undertaken in order to improve features and management of the parcels. The Lot Line Adjustment will not compromise other agricultural lands in the area under contract.

- g. The Lot Line Adjustment will not result in adjacent lands being removed from agriculture, because it's a minor lot line adjustment with only 17.94 +/- acres are being adjusted from parcel A to Parcel D.
- h. The Lot Line Adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan. Conditions of Approval require that prior to recording the Grand Deeds for the Lot Line Adjustment, the property owner shall submit the appropriate application and filing fees to rescind and replace the existing contract with a new Land Conservation Contract. Once the Lot Line Adjustment grant deed is recorded, the County can proceed with the preparation of the new contracts, and include the new legal description for the adjusted parcel.

Be It Further Resolved that the Board of Supervisors hereby finds that substantial evidence in the record before it supports the above findings, and further finds that the Lot Line Adjustment meets the requirements of the above findings.

Be It Further Resolved that the Board of Supervisors finds the requested action categorically exempt from the California Environmental Quality Act pursuant to Section 15305, of the State CEQA Guidelines, which provides that minor alterations in land use limitations such as Lot Line Adjustments are exempt from the California Environmental Quality Act.

Be It Further Resolved that the Board of Supervisors hereby grants the requested Lot Line Adjustment subject to the Conditions of Approval in Exhibit "A," attached hereto which includes a condition to rescind and replace the existing Land Conservation Act Contracts on Lot A and Lot D.

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, including the original executed Contract and Land Conservation Plan. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Resolution #
Date: May 22, 2018
Page 4

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

SONOMA COUNTY BOARD OF SUPERVISORS

Draft Conditions of Approval

Attachment A

Date: May 22, 2018 **File No.:** LLA17-0055
Staff: Jennifer Faso
Applicant: Elizabeth Joan Ramsay Palmer
Owner: Elizabeth Joan Ramsay Palmer
Address: 3553 & 3559 Westside Road, Healdsburg
APN: 110-190-012 & 110-190-015

Project Description: This is a request for a Lot Line Adjustment between two parcels, 81.76 +/- acres (Lot A) and 174.05 +/- acres (Lot D), resulting in two parcels, 63.83 +/- acres (Lot A) and 191.99 +/- acres (Lot D) in size. The Lot Line Adjustment is being requested to improve agricultural management on both parcels.

NOTE: Amendments and changes to approved Lot Line Adjustment conditions may be considered by the Board of Supervisors at a later date if additional information justifies the changes and does not increase the intensity of use approved by the original approval. The Director of Permit Sonoma will determine if a public hearing is necessary and if additional fees are required.

NOTE: These conditions must be met and the application validated within 24 months (from May 8, 2018) unless a request for an extension of time is received before the expiration date.

To be Reviewed and Approved by the County Surveyor:

"The conditions below have been satisfied BY _____ DATE _____

1. A draft description, prepared by a licensed land surveyor or civil engineer authorized to practice land surveying, showing the combination of lots or transfer of property shall be submitted to the County Surveyor for approval. The following note shall be placed on the deed or deeds. "The purpose of this deed is for a reconfiguration of the lands of Palmer, as described by recorded Documents No. 2007-110606 and 2007-110603, Sonoma County Records, APN 110-190-012 and APN 110-190-015. Both parcels have recorded Administrative Certificates of Compliance under ACC 94-844 and ACC 94-841 recorded on February 27, 1995. This deed is pursuant to LLA17-0055 on file in the office of the Sonoma County Permit and Resource Management Department. It is the express intent of the signatory hereto that the recordation of this deed extinguishes any underlying parcels or portions of parcels." It is the responsibility of the surveyor/engineer preparing the deeds to insure that the information contained within the combination note is correct. Note: The County Surveyor may modify the above described note.
2. A site plan map of the Lot Line Adjustment shall be prepared by a licensed surveyor or civil engineer and attached to the deed(s) to be recorded. The site plan shall be subject to the review and approval of the County Surveyor. The following note shall be placed on said plan:

"THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. Any errors or omissions on this exhibit shall not affect the deed description."

To be Reviewed and Approved by the Project Review Planner:

"The conditions below have been satisfied BY _____ DATE _____

3. Submit verification to Planning that taxes and/or assessments, which are a lien and termed as payable, are paid to the Treasurer-Tax Collector's Department on all parcels affected by the adjustment. The Treasurer-Tax Collector knows the amount of the tax due.
4. Prior to Permit Sonoma stamping the grant deed(s) for the Lot Line Adjustment, the property owners shall submit all application materials and applicable filing fees to rescind and replace the existing Land Conservation Act Contract with two new Non-Prime (Type II) Land Conservation Contracts, one for each resulting parcel. Once the Lot Line Adjustment grant deed is recorded, Permit Sonoma can proceed with processing the two new contracts.
5. After approval of the deed description by the County Surveyor, a grant deed or deeds shall be prepared with all attachments such as the Site Plan listed in Condition #2 above.
6. Deed of Trust agreements, which encumber only portions of accepted legal lots, are violations of the Subdivision Map Act; therefore, prior to the Permit Sonoma approval of the deeds for recordation, the applicant(s) shall submit either recorded documents or documents to be recorded concurrently with the Lot Line Adjustment deeds, showing that any Deed of Trust agreements on the subject properties will conform with the adjusted lot boundaries.
7. The packet containing all documents to be recorded shall be submitted to Permit Sonoma, Project Review for approval prior to recording. The approval will be noted by the planner placing a stamp on the front of the deeds to be recorded.
8. After approval by Project Review the grant deeds shall be recorded and a copy of the deed or deeds shall be submitted to Permit Sonoma.
9. This "At Cost" entitlement is not vested until all permit processing costs are paid in full. Additionally, no grading or building permits shall be issued until all permit processing costs are paid in full.

**TREASURER-TAX COLLECTOR
REFERRAL**

DATE: _____

FILE # LLA17-0055

TO: PERMIT SONOMA, ATTN: JENNIFER FAO, PLANNING

FROM: TREASURER-TAX COLLECTOR

SUBJECT: ASSESSOR'S PARCEL

WITH ASSESSOR'S

PARCEL# _____

PROPERTY

ADDRESS: _____

APPLICANT: _____

MAILING

ADDRESS: _____

PROPERTY OWNER'S NAME (Receiving land to be

combined: _____

MAILING

ADDRESS: _____

_____ FISCAL YEAR'S TAXES ARE NOW A LIEN, NOT YET DUE AND PAYABLE. NOTE: THE REGULAR SECURED TAX BILL WILL BE ISSUED ON THE OLD PARCEL NUMBER. IF YOU WOULD LIKE THE BILL TO BE DIVIDED, YOU MUST CONTACT OUR OFFICE PRIOR TO NOVEMBER 30 TH TO REQUEST A FORMAL OR AN INFORMAL SEGREGATION.

_____ FISCAL YEAR'S TAXES AND/OR DELINQUENT TAXES ON THESE PARCELS HAVE BEEN PAID.

_____ NO SPECIAL ASSESSMENTS.

SONOMA COUNTY TREASURER

_____, 20____
DATE

SONOMA COUNTY TAX COLLECTOR

_____, 20____
DATE

Date: August 11, 2017
File: 5.1504.00

County of Sonoma
Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA, 95403-2829

RE: LOT LINE ADJUSTMENT APPLICATION
Lands of Palmer
APN(s): 110-190-012 & 110-190-015

This proposal is in reference to the Lot Line Adjustment Application that proposes to transfer a portion of land from APN 110-190-012 (81.76 AC before LLA) to APN 110-190-015 (174.05 AC before LLA). Elizabeth Joan Ramsay Palmer, owner of both Lots, would like to transfer 17.94 AC from APN 110-190-012 (63.83 AC after LLA) to APN 110-190-015 (191.99 AC after LLA) to facilitate better agricultural management of the two properties.

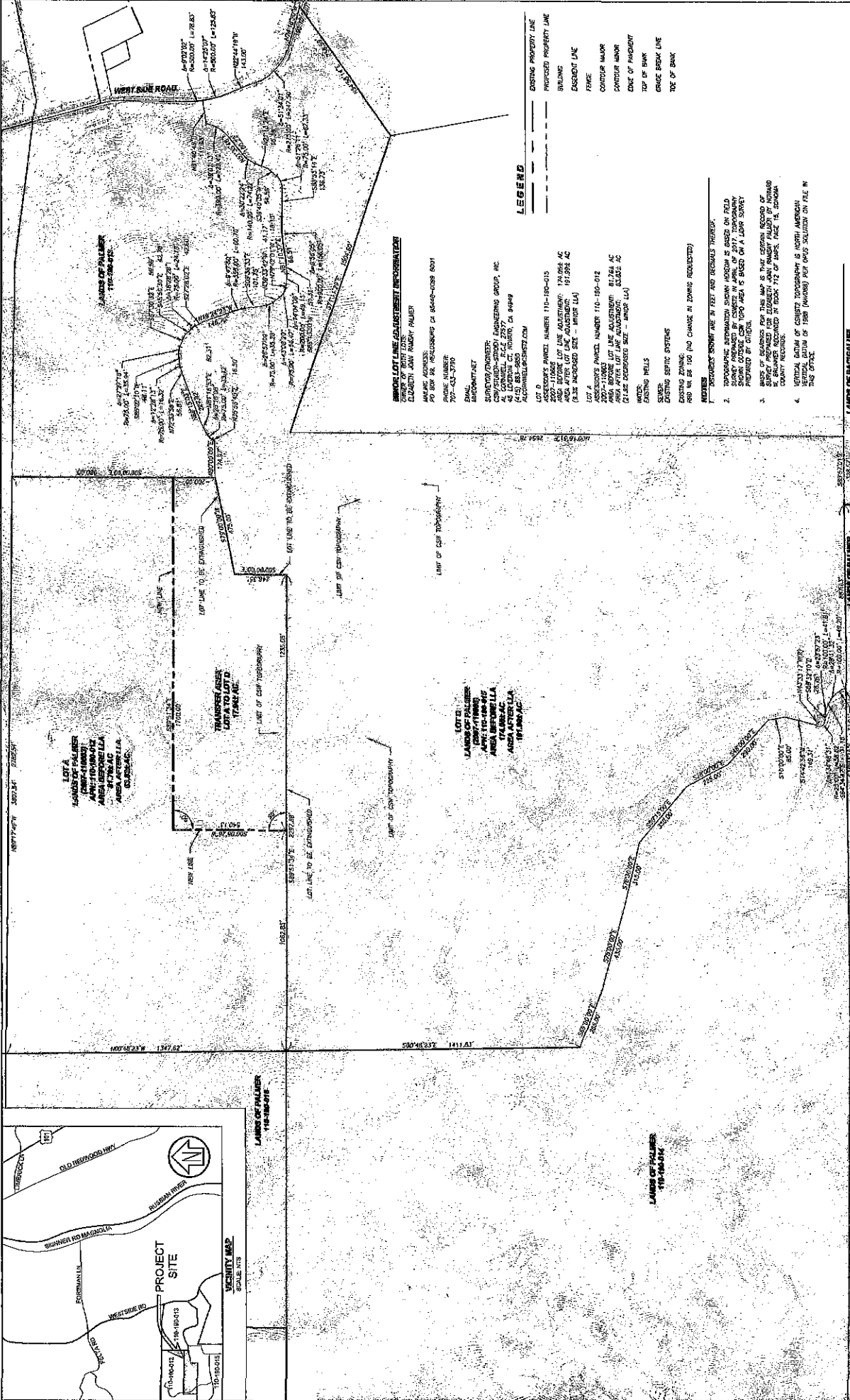
Both Lots are owned by a single property owner and no separate indemnification agreement is necessary. No additional improvements are required to complete the LLA.

Sincerely,

CSW/STUBER-STROEH ENGINEERING GROUP, INC.

Al Cornwell, R.C.E. #27577



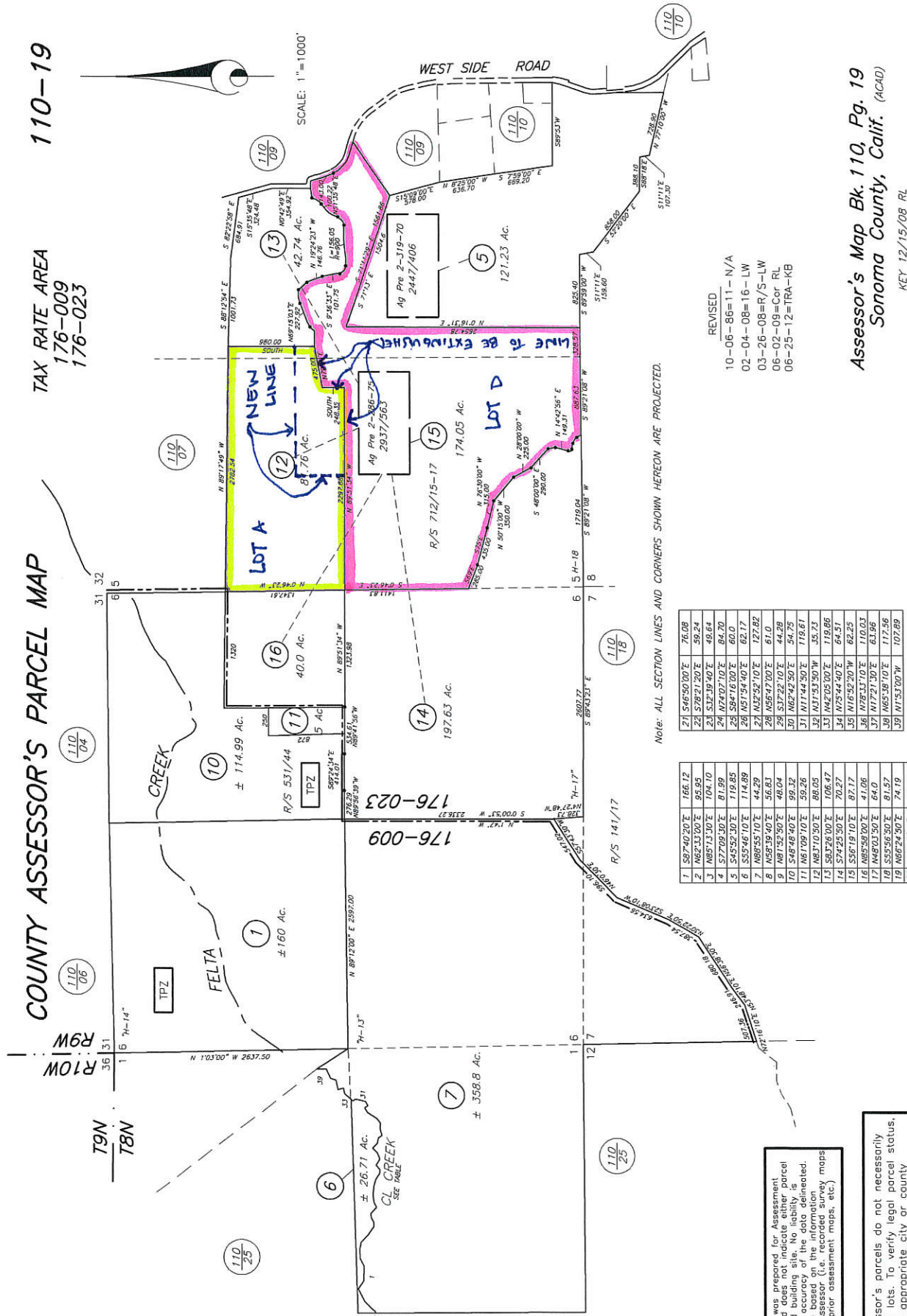


Sheet		1/1	
Project Name: LANDS OF PALMER			
Project Number: 110-190-015			
Date: 11/18/20			
Scale: 1"=200'			
Drawn: 11/18/20			
Checked: 11/18/20			
Submitted: 11/18/20			
Submitted To: CLERK			
APN: 110-190-015 AND 110-190-012	Headburg	Sonoma	California
CSW STZ CSM Engineering Group, Inc. 41880 Old Highway 101, Suite 100 Headburg, CA 94924 Phone: 707.438.8888 Fax: 707.438.8889 Email: info@cswe.com	Headburg	Sonoma	California
	LANDS OF PALMER MINOR LOT LINE ADJUSTMENT SITE PLAN APN: 110-190-015 AND 110-190-012		

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
176-009
176-023

110-19



REVISED

10-06-86=11-N/A
02-04-08=16-LW
03-26-08=R/S-LW
06-02-09=Cor RL
06-23-12=TRA-KB

Note: ALL SECTION LINES AND CORNERS SHOWN HEREON ARE PROJECTED.

21	S 54°50'00"E	76.08
22	S 78°21'20"E	59.24
23	S 32°39'40"E	49.64
24	N 74°07'10"E	84.70
25	S 84°16'00"E	60.00
26	N 7°54'40"E	62.17
27	N 32°52'10"E	127.82
28	N 56°47'00"E	61.00
29	S 37°22'10"E	44.28
30	N 62°42'50"E	54.25
31	N 71°44'50"E	119.67
32	N 71°53'50"W	35.73
33	N 42°05'00"E	119.66
34	N 75°44'40"E	64.51
35	N 16°52'20"W	62.25
36	N 78°53'10"E	110.03
37	N 72°1'30"E	63.86
38	N 65°38'10"E	117.56
39	N 7°53'00"W	107.69

1	S 57°40'20"E	166.12
2	N 62°33'00"E	95.95
3	N 65°13'30"E	104.10
4	S 77°09'30"E	81.99
5	S 45°52'30"E	119.85
6	S 55°46'10"E	114.89
7	N 65°55'10"E	44.29
8	N 58°39'40"E	56.83
9	N 61°52'50"E	46.04
10	S 48°46'40"E	99.32
11	N 61°09'10"E	59.26
12	N 63°10'50"E	86.05
13	S 62°26'00"E	106.47
14	S 74°25'50"E	70.27
15	S 58°19'10"E	87.17
16	N 65°58'00"E	41.06
17	N 64°03'50"E	64.00
18	S 52°56'30"E	81.57
19	N 65°24'50"E	74.19
20	N 45°50'50"E	76.46

NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information shown on recorded deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

Assessor's Map Bk. 110, Pg. 19
Sonoma County, Calif. (ACAD)
KEY 12/15/08 RL



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 of Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Reg Cullen 565-2502

Supervisorial District(s):

Fourth

Title: An Ordinance No. 3836R Permit and Permit Extensions to Sonoma County Regional Parks;
ROI18-0004

Recommended Actions:

Adopt a resolution issuing a roiling permit (Ordinance No. 3836R) and necessary permit extensions to Sonoma County Regional Parks for annual beach grooming and installation and removal of a summer flashboard dam at Healdsburg Veterans Memorial Beach.

Executive Summary:

The recommended resolution will issue a roiling permit to the Sonoma County Regional Parks for beach grooming and summer flashboard dam installation at Healdsburg Veterans Memorial Beach between 1 June and 15 September 2018. Permit and permit extensions for work within a channel or stream must be approved by the Board of Supervisors.

Discussion:

Healdsburg Veterans Memorial Beach requires annual grooming and maintenance activities to be opened for public use; the manner in which Sonoma County Regional Parks Department prepares and operates the beach has been consistent with previous years. Healdsburg Veterans Memorial Beach provides an annual summer recreational swimming area on the Russian River.

Section VIII of Ordinance No. 3836R requires that an application for a permit be filed with the Board of Supervisors prior to the performance of certain prescribed work or operations in a river, stream, or channel which may decrease the clarity of these waterways.

Concurrent Resolution No. 88-1220 of the Board of Supervisors requires that applications for permits describe the work or operations to be done, the purpose of the work or operations, the manner in which the work or operations will be carried out, and the time within which the work or operations will be completed. Pursuant to the Resolution, applications must be accompanied by a copy of the agreement

required by Section 1601 et seq. of the California Fish and Wildlife Code and water discharge permits applicable to the work or operations, if any, pursuant to the Porter-Cologne Water Quality Control Act.

Applications by public agencies must also be accompanied by evidence of compliance with the California Environmental Quality Act.

The application submitted by Sonoma County Regional Parks complies with the requirements of the 3836R Ordinance. The applicant proposes to groom the beach and install and remove a flashboard dam at Healdsburg Veterans Memorial Beach for summer seasonal use and further represents that no significant residual impacts affecting water clarity of the Russian River will result.

The work is proposed to commence no earlier than 1 June 2018 and is scheduled to be completed by 15 September 2018. It should be noted that the work described in the application has been performed in accordance with permit requirements in past years. As described in the application and as demonstrated in practice in previous permitting periods, the work will likely require greater than 30 days to complete. To accomplish this, the permit may be extended for additional 30-day periods if such permit extensions are approved by the Board of Supervisors as requested in this agenda item. The Director of the Permit and Resource Management Department shall confirm the need for each permit extension immediately prior to the expiration of the current permit period to ensure that the work is not yet completed and an additional 30-day period extension is necessary. Three 30-day extensions may be required.

The 3836R permit and 30-day extensions require a 4/5 approval vote by the Board according to the requirements of the 1988 ballot measure creating the 3836R Ordinance.

Prior Board Actions:

5/23/2017: Board adopted Resolution Number 17-0226 issuing permit and permit extensions to Sonoma County Regional Parks for annual beach grooming and installation and removal of a summer flashboard dam at Healdsburg Veterans Memorial Beach.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This permit allows Sonoma County Regional Parks to properly prepare Healdsburg Veteran’s Memorial Beach on the Russian River for safe public summer recreation.

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:			
<ul style="list-style-type: none"> A) Draft Board of Supervisors Resolution B) Application C) Maps 			
Related Items "On File" with the Clerk of the Board:			
Application Packet			



County of Sonoma

State of California

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Issuing A Permit and Permit Extensions Pursuant to Section VIII of Ordinance No. 3836R Of The County Of Sonoma To Sonoma County Regional Parks For Annual Beach Grooming And Installation And Removal Of A Summer Dam At Healdsburg Veterans Memorial Beach

Whereas, Section VIII of Ordinance No. 3836R requires that an application for a permit be filed with the Board of Supervisors prior to the performance of certain prescribed work or operations in a river, stream, or channel which may decrease the clarity of a river or stream; and

Whereas, an application was filed by Sonoma County Regional Parks for an Ordinance No. 3836 permit for beach grooming and installation and removal of a summer dam on the Russian River, at the Permit and Resource Management Department in the manner prescribed by Resolution No. 88-1220 as amended by Resolution No 89-0746 of the Board of Supervisors; and

Whereas, the Board of Supervisors has reviewed said application; and

Whereas, the work requires greater than 30 days to complete, as described in the application and as demonstrated in past years; and

Whereas, the requirements of section VIII of the Sonoma County Code include a restriction to perform permitted activities within a period of 30 days, except that additional 30-day permit periods may be granted by the Board of Supervisors, and a requirement that all approval votes be by a 4/5th majority of the Board of Supervisors.

Now, Therefore, Be It Resolved

1. That the Board of Supervisors finds and determines that the work and operations described on said application is necessary and that the work and operations will be performed in a manner which will not unreasonably decrease the clarity of the waters of the rivers or streams of the County of Sonoma;

Resolution #

Date:

Page 2

2. That a permit is hereby granted to applicant to perform the work and operations described in the aforementioned application;
3. That permit extensions are hereby granted to the applicant to perform the work described herein for additional 30-day periods commencing on 1 July 2018, subject to the Director of PRMD confirming the need for the permit extension immediately prior to the expiration of the permit period;
4. That the work and operations shall be performed in the manner described in the application and in accordance with the terms and conditions of any applicable agreement required by Section 1601 et seq. of the California Fish and Wildlife Code, any applicable waste discharge permit issued pursuant to the Porter-Cologne Water Quality Control Act (commencing at Section 13000 of the California Water Code), and Chapter 26A of the Sonoma County Code and any plans adopted pursuant thereto;

Be It Further Resolved that the permit and permit extensions are hereby granted to the applicant pursuant to Section 25526.6 of the Government Code.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Roiling Permit Application

DRN-003

The Board of Supervisors approves all roiling permits under Section VIII of the Water Clarity Ordinance of the County of Sonoma, Ordinance No. 3836R (Chapter 23 of the Sonoma County Code).

A complete application must be submitted to the Permit and Resource Management Department a minimum of eight weeks before the start of project.

Applicant Owner Architect \ Engineer

County of Sonoma, Regional Parks

Name

2300 County Center Drive, Suite 120A

Mailing Address

Santa Rosa CA, 95403

City/Town

707-565-2041

State/Zip

707-579-8247

Phone

Fax

6/1/2017 Peripheral. Work in river approx 6/11/2018.

Work start date

Signature

Project Site Information

13839 Old Redwood Highway

Address(es)

Healdsburg, CA 95448

City/Town

088-170-042

Assessor's Parcel Number(s)

Russian River

River or Stream Name

6/29/2018 Install 9/15/2018 Dismantle

Estimated completion date

Date

Types of work (check one):

- To protect riparian property adjacent to a river or stream.
- To construct recreational dams.
- To perform construction work on riparian property, the nature of which may decrease the clarity of the waters of the river or stream.
- To construct temporary bridges, dikes, dams and settling ponds in connection with mining operations, or for agricultural uses.

Application Requirements:

- A. A detailed statement describing the work or operations to be done and the manner in which they will be carried out to avoid unreasonably decreasing the clarity of the river or stream, including any proposed monitoring or mitigation measures.
- B. A location/vicinity map (8 ½ in. X 11 in.) showing where the project is located in relation to nearby lots, streets, highways and/or major natural features (e.g., locator maps & road maps).
- C. A copy of the Fish and Game permit or waiver.
- D. A copy of the Army Corps of Engineers permit for this project, if required.
- E. A copy of the California Regional Water Quality Control Board water quality certification, if required.
- F. A copy of the last roiling permit, if any.
- G. A check payable to "PRMD" (see current fee schedule). This fee includes any requested extensions for the calendar year.
- H. A copy of the California Environmental Quality Act (CEQA) document.
- I. A copy of any approved County permit conditions (e.g. mining approval).

Sonoma County Permit and Resource Management Department

2550 Ventura Avenue ❖ Santa Rosa, CA ❖ 95403-2829 ❖ (707) 565-1900 ❖ Fax (707) 565-1103

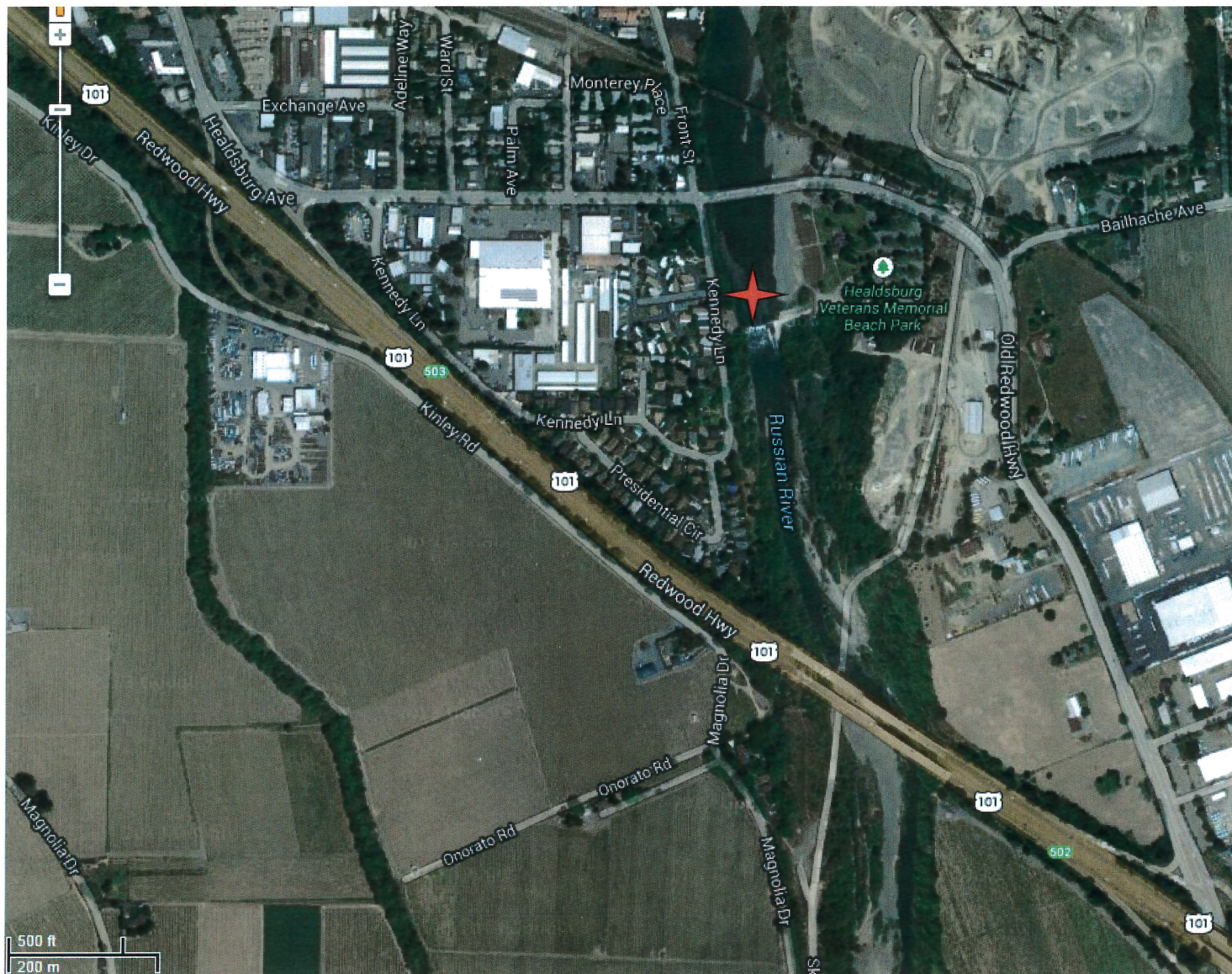
Healdsburg Veterans Memorial Beach Grooming

Project Description:

This is an annual activity. Beach preparation for the Memorial Day weekend includes the rough grading of stockpiled beach sand and installation of one main buoy line. These activities occur in late May, just before the Memorial Day weekend. No machinery or equipment enters the flowing river channel. The beach is open for public use for the Memorial Day weekend.

In mid-June the beach is closed to the public and beach construction for the summer season occurs. Additional buoys and safety lines are installed, and additional beach sand is imported and graded to create a smooth beach. No machinery or equipment enters the flowing river channel. The water level in the seasonal recreational swimming area is increased to a maximum of six to ten feet based on annual evaluation of the dam by the Division of Safety of Dams. These activities occur between mid June and the July 4th Holiday weekend. The beach is reopened for public use on the July 4 weekend and remains open through the Labor Day weekend.

After the Labor Day weekend, the beach is closed for public use. The water level in the seasonal recreational swimming area is gradually decreased as the Healdsburg War Memorial Dam is lowered. Machinery and equipment are used to remove and stockpile the graded beach sand on a plateau adjacent to the lawn above the beach area for winter storage. This activity occurs immediately after Labor Day, or by about September 16 at the latest. No machinery or equipment enters the flowing river channel.



HEALDSBURG VETERAN'S MEMORIAL BEACH – BEACH GROOMING
PROJECT LOCATION & VICINITY MAP



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 27
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Probation

Staff Name and Phone Number:

Christine Williams, 565-2145
Larissa Heeren, 565-6294

Supervisorial District(s):

Countywide

Title: Guiding People Successfully Program

Recommended Actions:

Authorize the Chief Probation Officer to execute a Memorandum of Understanding with the City of Santa Rosa for a 15 month term effective July 1, 2018, for a total amount of \$187,559. Funds will support the implementation of the Guiding People Successfully (GPS) Program, a violence and gang prevention and intervention program.

Executive Summary:

The Probation Department seeks Board approval for a Memorandum of Understanding with the City of Santa Rosa for an existing violence and gang prevention and intervention program called Guiding People Successfully (GPS) Program. The MOU has funding limits in accordance with the FY 18-19 proposed budget, and will support ongoing implementation of the GPS program and service coordination between Probation and the Santa Rosa Violence Prevention Partnership.

Discussion:

This MOU covers part of the cost of the GPS program for fiscal year 2018-2019 and the first quarter of the following fiscal year. The program has been in existence since 2015, serving system gang-impacted youth involved with the juvenile justice system and those at risk for involvement with the juvenile justice. Program funds have come from the California Gang Reduction, Intervention, and Prevention (CalGRIP) Grant from the Board of State and Community Corrections and from Santa Rosa's Measure O. Santa Rosa's three-year CalGRIP grant cycle ended and not renewed in December of 2017 due reductions and changes in the CalGrip grants statewide. Probation has an interest in helping to sustain the GPS program.

Funds will cover the cost of a Coordinator position for the Guiding People Successfully (GPS) program for the 16 month term of the MOU. The GPS Coordinator is responsible for coordination and

implementation of Multi-Disciplinary Assessment and Referral Team (MDART) meetings, outcomes tracking and GPS activities. They manage the Referral System by processing referrals, and completing all assessments assignments to community based organizations.

The GPS Program provides coordinated approach to identifying youth who are at risk of gang involvement, assessing the needs of the youth, and referring them to services designed to provide opportunities and alternatives to the gang lifestyle. The core elements of the GPS program are (1) centralized intake (2) preliminary identification of risk and protective factors; (3) referrals to community-based organizations who provide a variety of interventions and services; and (4) case management through a monthly meeting of the Multi-Disciplinary Assessment and Referral Team (MDART). Examples of services that youth are referred to through this process include career and life readiness training, individual and family counseling, gang mediation and intervention services, and mentoring. By coordinating services through the MDART, the program ensures that all agencies working with the youth have a common coal and shared strategies for each client.

Over the course of three years, the GPS program received 459 referrals to the program, and enrolled 320 youth in services. An evaluation of the three-year CalGRIP grant cycle was completed in March 2018. GPS youth showed statistically significant improvements in risk and protective factors between enrollment and case closure. For 95 youth who participated in the program for at least three months and had committed an offense prior to beginning the program, the study found that 88% had no new offenses after program participation.

Prior Board Actions:

NA

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

This agreement promotes goal 1 in preventing and intervening in violence cycles, and it is in keeping with Upstream principles of investing early, wisely and together.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		\$157,999	\$29,562
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal		\$157,999	\$29,562
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		\$157,999	\$29,562
Narrative Explanation of Fiscal Impacts:			
Budgeted expenditures for this FY 18-19 agreement are \$157,999, all of which will be funded by Federal Title IV-E funds.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
None.			
Related Items "On File" with the Clerk of the Board:			
Memorandum of Understanding between County of Sonoma Probation Department and City of Santa Rosa Regarding Guiding People Successfully Program.			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 28
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of the County of Sonoma

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Probation

Staff Name and Phone Number:

David Koch 565-2732

Supervisorial District(s):

Title: Resolution Endorsement of Governmental Agreements

Recommended Actions:

Approve a resolution endorsing contractual relationships between the State, local governmental agencies, non-profit organizations and other private entities and the Sonoma County Probation Department Camp and Supervised Adult Crews (SAC) programming. The resolution, effective January 1, 2018, authorizes the Chief Probation Officer to execute agreements and enter into product orders for revenue in amounts not to exceed \$200,000 for the Supervised Adult Crews (SAC) Program and \$50,000 for the Probation Camp Program from 2018 through 2027.

Executive Summary:

For over the past decade, the Board of Supervisors has endorsed contractual relationships between the Probation Department Probation Camp and Supervised Adult Crew (SAC) and state and other government agencies and non-profit organizations. The State requires a resolution endorsing such contractual relationships. The Board has delegated authorization for the Chief Probation Officer to enter into such revenue-generating agreements and product orders, within designated limits, for the SAC and Camp programs with government agencies such as the State of California, cities, school districts, other county departments, etc. and with non-profit organizations. The agreements cover construction and related projects, including manufacturing and demolition. All agreements executed by the Chief Probation Officer will be on a form approved by County Counsel.

Discussion:

In 1985, the Sonoma County Board of Supervisors authorized the SAC Program under Penal Code section 4024.2. The SAC Program allows low-risk offenders to work on community projects in lieu of jail. The Program recycles tax dollars by charging fees for services at a labor savings to taxpayers, and allows government to complete projects that would otherwise be unaffordable, and allows offenders to contribute labor toward taxpayer projects, while still completing their jail sentences. Since the 1980's, at the request of the State Parks Department, the Sonoma County Probation Department's Probation Camp formally requested the Board of Supervisors endorse its contractual relationship with the State

Parks for projects designed to benefit the State Parks system and the Probation Camp. The Board approved the contractual relationship and continued to do so annually thereafter. In 2000, the State required the specific inclusion of the Probation Department Supervised Adult Crew (SAC) on a separate program designation. The Board's most recent endorsement for these contractual relationships with Probation Camp and SAC was for a two-year period, 2016 and 2017. Today's endorsement is requested for a 10-year period, retroactive to begin January 1, 2018, and end December 31, 2027. Given the Board's continued support over decades for such agreements, it seems reasonable to make the endorsement for a longer term.

The endorsement also requests the Board authorize the Chief Probation Officer to enter into agreements and product orders up to \$200,000 for SAC and \$50,000 for Camp. Although these agreements are not technically purchase contracts, these limitations were established because they do require the Probation Department to purchase items in connection with the work performed. The \$200,000 limit for SAC is a reasonable figure, due to the nature and frequency of the work that SAC may perform during the term of some contracts SAC has with governmental agencies. Any agreements of higher value would still require Board approval. The monetary limits will allow the Chief Probation Officer, or designee, to execute agreements with agencies and complete such agreements and product orders in a timely, efficient and cost-effective manner.

This endorsement allows both Camp and SAC clients to receive training in wood/metal product fabrication, landscaping and basic construction skills. Additionally, Camp receives orders to produce products for private entities. Revenues generated through product orders provide monies for adjunct components of the Camp Program, including enhanced vocational and educational experiences and restitution for victims.

Prior Board Actions:

12/15/15 Resolution No. 15-0498 Endorsement of governmental contracts with SAC

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

The endorsement of this contractual relationship and the ability to enter into these agreements align with the Safe, Healthy, and Caring Community strategic goal through their contribution to public safety. Participating in these programs allows Camp and SAC clients to perform useful services for the community, which may instill a sense of pride and community in offenders and potentially result in a lower likelihood for re-offense.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	469,822	1,060,000	1,060,000
Additional Appropriation Requested			
Total Expenditures	469,822	1,060,000	1,060,000
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	469,822	1,060,000	1,060,000
Use of Fund Balance			
Contingencies			
Total Sources	469,822	1,060,000	1,060,000
Narrative Explanation of Fiscal Impacts:			
<p>For 17-18 revenue is estimated at \$469,822. Annual agreements are projected at \$1.06 million for 18-19 and 19-20. Some of these agreements will fall under the authority of this resolution. The revenue generated from State, local governmental agencies, non-profit organizations and other private entities will assist the Probation Department's SAC program in meeting its obligation to fund a portion of its costs and will allow Camp to fund adjunct components of its program and restitution for victims.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1: Resolution endorsing agreements between the Sonoma County Probation Camp and Supervised Adult Crew and governmental agencies			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma

State of California

Date: May 22, 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 Probation Camp And Supervised Adult Crew Programs To
Continue Contract Work With Governmental Agencies And Non-Profit Organizations For The
Period Of January 1, 2018, Through December 31, 2027.**

Whereas, the Sonoma County Probation Camp and Supervised Adult Crew (SAC) Programs have performed a variety of work in a number of departments throughout the County, as well as the State Department of Transportation, State Parks, many city and county agencies, non-profit organizations and other private entities; and

Whereas, the Probation Camp and SAC programs have the opportunity to perform construction activities and other related contract work for the governmental agencies, non-profit organizations and other private entities; and

Whereas, “other related contract work” involve three major components of work performed on existing facilities or natural systems:

- (1) Maintenance: includes all work to perpetuate a developed facility or natural system in its original state. Such work includes, but is not limited to, maintaining buildings, trails, footbridges, camp and picnic sites, landscaping, roads, fences, prep and paint, and cleanup of natural areas.
- (2) Manufacturing: includes the production of an object in the Probation Camp’s Industrial Education Shop. Examples include, but are not limited to, the manufacture of picnic tables, barbeque pits, trail head signs, recycle bins, gates, decorative fence components, firewood, etc.
- (3) Demolition: includes the removal of a facility from government land and may include the removal of buildings, fences, miscellaneous structures, trails, and roads, etc; and

Whereas, such projects will provide construction/learning experiences for the offender while earning supplemental revenue for the Probation Camp Program, Victim Restitution, and the Supervised Adult Crew Program; and

Resolution #

Date:

Page 2

Whereas, to enter into the construction and related contracts, the State Parks Department requires a Resolution of the Board of Supervisors authorizing the Probation Department Chief, or his/her designee, to sign such contract with the State Parks District Office.

Now, Therefore, Be It Resolved that the Chief Probation Officer, or his/her designee, is hereby authorized to sign and implement contracts with the State Parks District Office, other governmental agencies, non-profit organizations, and other private entities for construction and other related work as defined by this resolution to the extent that such contracts are consistent with those programs' purposes and objectives. Should the total value of each specific contract exceed the following amounts, Board approval must be obtained: \$50,000 for Probation Camp contracts and \$200,000 for Supervised Adult Crew contracts. All contracts will be memorialized on forms approved by County Counsel.

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: 29
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of the County of Sonoma

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Probation

Staff Name and Phone Number:

Matt Perry 565-3192

Supervisorial District(s):

Title: Memorandum of Understanding with the City of Santa Rosa

Recommended Actions:

Authorize the Chief Probation Officer to execute a Memorandum of Understanding between the Sonoma County Probation Department and the City of Santa Rosa for revenue in the amount of \$132,875 for general maintenance and landscaping services to be performed by Sonoma County Probation Department Supervised Adult Crew (SAC), from 2018 to 2020.

Executive Summary:

The Probation Department requests Board approval to enter into an MOU with the City of Santa Rosa for general maintenance and landscaping services to be performed by the SAC Crew, to begin retroactively to April 27, 2018 through June 30, 2020. SAC will work a total of 112 days through the two-year contract.

Discussion:

In 1985, the Sonoma County Board of Supervisors authorized the SAC Program under Penal Code section 4024.2. The SAC Program allows low-risk offenders to work on community projects in lieu of jail. The Program recycles tax dollars by charging fees for services at a labor savings to taxpayers, allows government to complete projects that would otherwise be unaffordable, and allows offenders to contribute labor toward taxpayer projects, while still completing their jail sentences. The Board has for over 15 years endorsed revenue-generating agreements for SAC to perform work for general maintenance and landscaping work for state and local governmental agencies and non-profit organizations. The proposed MOU in the amount of \$132,875 continues this work relationship between the City of Santa Rosa and County Probation SAC Crew. SAC will provide up to a 10-person Adult Crew, one day per week, excluding major holidays recognized by both agencies, for a total of 112 days through the two-year contract. Typical examples of work to be performed include but are not limited to: trash removal, maintenance of trails, sidewalks and fences, vegetation management, tree removal and pruning, and maintenance of creeks and small waterways for flood control, and assistance in hauling

debris from project sites to the City's Municipal Service Center for disposal. The Council of the City of Santa Rosa passed a resolution approving the MOU at its April 17, 2018 meeting.

Prior Board Actions:

12/15/2015 Resolution #15-0498 Annual endorsement of governmental contracts with SAC.
 03/08/2016 Approval to execute an MOU between City of Santa Rosa and Sonoma County Probation Department for general maintenance and landscaping services.

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

The endorsement of this contractual relationship and the ability to enter into the agreement align with the Safe, Healthy, and Caring Community strategic goal through their contributions to public safety. Participating in this program allows SAC clients to perform useful services for the community, which may instill a sense of pride and community in offenders and potentially result in a lower likelihood of re-offense.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	11,750	59,925	61,200
Additional Appropriation Requested			
Total Expenditures	11,750	59,925	61,200

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other	11,750	59,925	61,200
Use of Fund Balance			
Contingencies			
Total Sources	11,750	59,925	61,200

Narrative Explanation of Fiscal Impacts:

The total of the three year contract is \$132,875 with \$11,750 included in the adopted budget for FY 17-18, and the balance will be included in the FY 18-19 (\$59,925) and the FY 19-20 (\$61,200) budgets.

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:
Memorandum of Understanding Between City of Santa Rosa and the County of Sonoma
Related Items "On File" with the Clerk of the Board:
None

Memorandum of Understanding Between
City of Santa Rosa and the County of Sonoma

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made this _____ day of _____, 2018 by the County of Sonoma, a political subdivision of the State of California (County) and the City of Santa Rosa, a Municipal Corporation (City).

RECITALS

City desires to contract with County for the services of a Supervised Adult Crew of up to ten (10) low level offenders, supervised by the County Probation Department, to provide general maintenance, cleanup, and landscaping services for the City as described in Exhibit A attached hereto.

Now, therefore, City and County agree as follows:

MEMORANDUM OF UNDERSTANDING

1. Scope of Services.

County will provide a 10-person crew one day per week to provide the services described in Exhibit A.

2. Term.

Services shall commence Friday, April 27, 2018 and continue each Friday, excluding major holidays recognized by both agencies, through June 2020 for a total of 112 days.

3. Compensation.

City will reimburse County a total of \$132,875 for services provided. City's Chief Financial Officer is authorized to encumber from Key 330501 the following amounts for each Fiscal Year (FY): \$11,750 in FY 2017-2018, \$59,925 in FY 2018-2019, and \$61,200 in FY 2019-2020.

4. Invoicing.

County shall submit all invoices for completed task items to City on a monthly basis.

5. Indemnification.

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

As to any actions, claims, damages, or expenses that may be asserted by any third party arising out of or in connection with the performance of this MOU or arising out of any action, claim, lawsuit, or proceeding directly or indirectly attacking the validity of this MOU (collectively "third party actions"), the parties agree to cooperate and provide

a common defense to such third party actions. In the event of notification to either party of third party action(s), the parties shall meet and agree on the manner of providing defense and the equitable sharing of the cost thereof, including the allocation of any settlement or judgment.

6. Insurance Requirements.

County shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Exhibit B, "Insurance Requirements", which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Exhibit B is a material element of this MOU and a material part of the consideration provided by County in exchange for the City's agreement to make the payments prescribed hereunder. Failure by County to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this MOU by County, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this MOU. Notwithstanding the foregoing, County may provide evidence of self-insurance to the City prior to the commencement of any services under this MOU that meets the requirements of Exhibit B. In addition, any failure by County to maintain required insurance coverage shall not excuse or alleviate County from any of its other duties or obligations under this MOU.

7. Enforceability.

To the fullest extent allowed by law, the provisions of this MOU 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 MOU 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.

8. Notices.

Any notice, submittal or communication required or permitted to be served on a party shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Either City or County may from time to time designate an alternate person or office for service in a written notice given to the other. Notices shall be deemed sufficiently served five (5) days after the date of mailing by certified or registered mail, one (1) day after mailing by overnight courier, or upon personal delivery. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

To SCPC: Attn: Tom Laudari
 County of Sonoma
 Probation Department - Supervised Adult Crew
 300 Fiscal Drive
 Santa Rosa, CA 95403
 Telephone: 707-565-1176

To CITY: Attn: Alistair Bleifuss
 City of Santa Rosa
 Water Department - Storm Water & Creeks
 69 Stony Circle
 Santa Rosa, CA 95401
 Telephone: 707-543-3845

9. Relationship.

The parties do not intend by this MOU to establish or create a partnership, joint venture, joint enterprise, or any business relationship.

10. Captions.

The captions in this MOU are for convenience only and are not a part of this MOU. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

IN WITNESS WHEREOF, City and County have executed this MOU as set forth below.

CITY OF SANTA ROSA,
a Municipal Corporation

By: _____
Sean McGlynn, City Manager

SONOMA COUNTY PROBATION DEPARTMENT

By: _____
Matt Perry, Deputy Chief Probation Officer

APPROVED AS TO FORM FOR CITY OF SANTA ROSA

By: _____
Office of the City Attorney

APPROVED AS TO FORM FOR COUNTY OF SONOMA.:

By: _____
County Counsel

Attachments: Exhibit A - Sonoma County Probation Department Scope of Work
Exhibit B - Supervised Adult Crew Insurance Requirements

Exhibit A

SONOMA COUNTY

PROBATION DEPARTMENT

David M. Koch
Chief Probation Officer



To: Jenifer Piccinini
City of Santa Rosa
69 Stony Circle
Santa Rosa, CA 95401

Date: March 19, 2018

From: Tom Laudari
Division Director I

Annual Agreement – City of Santa Rosa – AR 3369-18

Scope:

Work will consist of general maintenance and landscaping. Examples of work to be performed include, but are not limited to: Trash removal, maintenance of trails, sidewalks and fences; vegetation management including, but not limited to, weed eating; tree removal and pruning; and maintenance of creeks and small waterways for flood control. Assistance in hauling debris from project sites to City's Municipal Service Center for disposal. Location, prioritization and work to be performed at the direction of representatives from the City of Santa Rosa.

The Sonoma County Probation Department, Supervised Adult Crew (SAC) agrees to provide:

- Peace officer trained in offender management, first aid/CPR, and safe work practices.
- Worker's Compensation and liability insurance coverage.
- Field Supervisor support and coordination.
- All hand-held tools and small power tools necessary including OSHA protective gear.
- Heavy equipment and operator available at additional hourly rate.
- Up to ten (10) low risk offenders per crew.

Annual Crew Rate for 113 days:

61 days from April 27, 2018 – June 30, 2019 at \$1,175 per day

51 days from July 1, 2019 – June 30, 2020 at \$1,200 per day

Proposal Amount: **ONE HUNDRED THIRTY-TWO THOUSAND, EIGHT HUNDRED SEVENTY FIVE DOLLARS (\$132,875).**

Adult Probation Services
600 Administration Drive,
Room 104-J
Santa Rosa, CA 95403
(707) 565-2149
FAX (707) 565-2504

Jail Alternatives & Services
600 Administration Drive,
Room 104-J
Santa Rosa, CA 95403
(707) 565-8291
FAX (707) 565-8294

Juvenile Probation Services
7425 Rancho Los Guillicos Road,
Dept. B
Santa Rosa, CA 95409
(707) 565-6229
FAX (707) 565-6329

Juvenile Hall
7425 Rancho Los Guillicos Road,
Dept. A
Santa Rosa, CA 95409
(707) 565-6300
FAX (707) 565-6393

Probation Camp
7400 Steve Olson Lane
Forestville, CA 95436
(707) 565-8900
FAX (707) 565-8903

Administrative Services
600 Administration Drive,
Room 104-J
Santa Rosa, CA 95403
(707) 565-2731
FAX (707) 565-2503

Day Reporting Center
2400-A County Center Drive
Santa Rosa, CA 95403
(707) 565-8041
FAX (707) 565-2009

Billing will be based on crew size, per day, as follows:

	<u>18/19</u>	<u>19/20</u>
Crew Size of 6 to 10	\$ 1,175.00	\$ 1,200.00
5 or less	\$ 1,075.00	\$ 1,100.00

Payment Schedule: Payment will occur monthly.

It is mutually agreed that if funding for the County's SAC Program is reduced or if performance under this Agreement would cause a financial hardship to the County, then the County shall have the option of cancelling this Agreement, with no liability occurring to the County, upon thirty (30) days written notice.

AR 3369-18

Exhibit B
INSURANCE REQUIREMENTS
Memorandum of Understanding

A. Insurance Policies: Contractor shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto coverage (Code 1), or if Contractor has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory compensation Limits and Employer's Liability Insurance with limit of and employer's no less than \$ 1 million per accident for bodily injury liability or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions.
2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements. **D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 30
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: 4/5

Department or Agency Name(s): Probation

Staff Name and Phone Number:

Lisa Valente, (707) 565-6261

Supervisorial District(s):

County-wide

Title: The Keeping Kids in School Initiative

Recommended Actions:

- A. Authorize the Chief Probation Officer to execute an agreement with WestEd Justice and Prevention Research Center in the amount of \$666,809 for the administration of A Developmental Study of the Keeping Kids In School Initiative, a research project funded by a two-year National Institute of Justice grant.
- B. Authorize the Chief Probation Officer to execute an agreement with Seneca Family of Agencies in the amount of \$448,887 for case management services related to A Developmental Study of the Keeping Kids In School Initiative effective July 1, 2018-June 30, 2020.
- C. Authorize the Chief Probation Officer to enter into an Agreement with Community Matters in the amount of \$124,300 for school climate assessment services related to A Developmental Study of the Keeping Kids In School Initiative effective May 1, 2018-June 30, 2020.
- D. Authorize the Chief Probation Officer to enter into Memorandum of Understanding with the following school districts to participate in and receive program services for A Developmental Study of the Keeping Kids In School Initiative through June 30, 2020:
 - i. Cotati-Rohnert Park Unified School District
 - ii. Petaluma City Schools
- E. Authorize the Chief Probation Officer to execute an agreement with Seneca Family of Agencies to sustain Keeping Kids In School services not supported by the National Institute of Justice grant in items 1 through 3 above, for the total amount of \$1,091,233 effective July 1, 2018-June 30, 2020.
- F. Authorize the Chief Probation Officer to enter into Memorandum of Understanding with the following school districts to participate in Keeping Kids In School case management services for students with truant behaviors and their families through June 30, 2020:
 - i. Forestville Union School District
 - ii. Guerneville Elementary School District
 - iii. Sonoma County Office of Education
 - iv. Sebastopol Union School District
 - v. Sonoma Valley Unified School District

- vi. West Sonoma County Union High School District
- G. Adopt a Resolution adjusting the FY1718 budget, increasing appropriations and reimbursement in the Probation Department Juvenile Grant budget by \$6,000. (4/5th Vote Required)

Executive Summary:

In 2014, Probation competed for and won a \$2.145 million Justice Assistance Grant (JAG) to implement a prevention and intervention program, Keeping Kids in School (KKIS), which addressed positive attendance in schools throughout Sonoma County. Throughout these initial program development years, KKIS has evolved into a comprehensive student engagement/juvenile delinquency prevention program that combines attendance improvement support with individualized case management services for K-12 students exhibiting patterns of chronic absenteeism and their families. Currently, nine school districts and juvenile and adult truancy court are being served by the initiative.

From August 2015-December 2017, the grant funded program services were provided under contract by Seneca Family of Agencies, the successful bidder on the KKIS Case Management Services Request for Proposals. The grant has also funded 1 FTE Program Manager employed by Probation to oversee the program, flexible funding to support student/family/school interventions, and a process and outcome evaluation conducted by WestEd Justice and Prevention Research Center.

Program sustainability has been a focus of much of Probation’s work on this project and has evolved with new opportunities over the course this project. Since January 2018, Probation has provided bridge funding for KKIS so that program services could continue at existing service levels through the end of the 2017-2018 school year. Continuing into the 2018-2019 and 2019-2020 school years, Probation has cultivated a two-tiered sustainability plan that includes (1) further evaluation of the program model in Cotati-Rohnert Park Unified School District and Petaluma City Schools through a National Institute of Justice grant awarded to WestEd Justice and Prevention Research Center; and (2) the sustainability of the program model in other districts throughout the County, including an opportunity to expand program services into North County using dedicated Juvenile Probation Funds and funding from participating school districts. This item requests authority to enter into the necessary agreements to provide the vital services.

Discussion:

The Keeping Kids in School program is part of a larger countywide school success framework, consistent with the Board of Supervisors’ priority of ongoing investment in education, and supported by a broad group of stakeholders collaborating to improve connections to schools in Sonoma County.

Partially due to the generosity of organizations like the John Jordan Foundation supplementing the intervention budget, KKIS currently serves nine school districts throughout the county: Cotati- Rohnert Park USD, Forestville USD, Guerneville Elementary School District, Petaluma City Schools, Santa Rosa City Schools, Sonoma County Office of Education, Sebastopol Union School District, Sonoma Valley USD, and West Sonoma County High School District. Additionally, some juveniles and families from additional school districts are served through a partnership with our justice partners in adult and juvenile truancy court.

Since August 2015, KKIS has served over 400 individual students and their families. The program has documented over 18,000 contacts and over 2,400 strategic interventions on behalf of individual program participants. Interventions have included both home and school-based interventions, transportation support, mental/behavioral health referrals, incentives, mentoring, family services, pro-social activities, etc. In addition to individualized support, program staff and case managers have provided technical assistance to partner schools/districts to improve school-wide attendance systems. School-wide support has included activities such as revamping tardy procedures, systematizing attendance letters, developing and supporting incentive programs, supporting staff development, providing relevant staff trainings, etc.

An initial program evaluation of KKIS conducted by WestEd determined that KKIS participants had very little involvement in the juvenile justice system, reduced their identified student attendance needs by 5%, increased family functioning by 38%, and had increased attendance rates. Additionally, the Sonoma County Civil Grand Jury's 2016-2017 report on elementary school truancy found that the case management approach used by KKIS has been successful for the school districts they studied (Santa Rosa City Schools and Petaluma City Schools).

With respect to program sustainability, Probation is committed to cultivating a positive, sustainable program model in collaboration with our school communities. The KKIS program model is now included in the Portfolio of Model Upstream Programs (tier 3) where all schools can access, understand, and replicate key elements of the model. Additionally, Probation has cultivated a two-tiered program sustainability plan for two additional school years explained below. As Seneca Family of Agencies was already successful in a competitive process for program services and the services they have been providing are essential to the success of the new research project and have participated in program development activities over the past several years, Seneca will continue to provide services for the two-tiered sustainability plan. Probation intends to pursue another competitive process after the conclusion of these contract periods if KKIS program services continue. The grant will fund a portion of the county cost to administer the study.

(1) A Developmental Study of the Keeping Kids in School Initiative

WestEd, in partnership with Probation has won additional funding to further study the program model through a two-year National Institute of Justice grant project. The new study provides additional funding to sustain program services at Cotati-Rohnert Park Unified School District and Petaluma City Schools, while conducting a more rigorous study of the program model. Petaluma City Schools will implement the original program model and Cotati-Rohnert Park USD will implement an enhanced version of the original program model which includes the addition of Community Matters' Whole School Climate 360 Assessment to provide more targeted technical assistance to that district. The school districts were identified by WestEd using data from the original program evaluation and they have agreed to participate in this study.

(2) Further KKIS Model Sustainability and Development

In order to support further research and development of the program model, including an Attendance Improvement Toolkit and Student Attendance Needs Assessment, Probation has

decided to continue to fund KKIS services for two additional school years. Funding will support 1 FTE program manager to oversee the program, at least 8 KKIS case managers, a data management system (Apricot) in partnership with the Sonoma County Human Services Department, and technical assistance and training to other school districts throughout the County.

See Attachment A: KKIS School Partnerships Update for table depicting the sustainability, expansion, and further research of the program model.

Prior Board Actions:

On December 12, 2017, the Board of Supervisors authorized the Chief Probation Officer to execute an amendment to the Seneca Family of Agencies Agreement to increase the contract limit and extend the term until the end of the school and calendar year.

May 19, 2015, the Board of Supervisors authorized the Chief Probation Officer to execute an Agreement with Seneca Family of Agencies to provide case management services for youth experiencing school attendance problems and their families.

On April 14, 2015, the Board of Supervisors received an update on the Keeping Kids In School Project, provided by Probation and partner agencies involved in the project.

December 9, 2014, the Board of Supervisors passed, approved, and adopted a resolution that authorized the Chief Probation Officer on behalf of the Board of Supervisors to take the following actions: 1) submit the Justice Assistance Grant (JAG) proposal for this funding; 2) sign the JAG Grant Agreement with the California Board of State and Community Corrections; 3) accept funding for the period March 1, 2015, through December 31, 2017, in the amount of \$2,145,000; and 4) add 1.0 FTE Department Program Manager, effective March 1, 2015, contingent upon securing the JAG Grant, which would fund the position.

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		861,792	875,778
Additional Appropriation Requested	6,000		
Total Expenditures	6,000	861,792	875,778
Funding Sources			
General Fund/WA GF			
State/Federal	6,000	861,792	875,778
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	6,000	861,792	875,778
Narrative Explanation of Fiscal Impacts:			
<p>WestEd was awarded grand funds through the Department of Justice, National Institute of Justice for A Developmental Study of the Keeping Kids in School Initiative (Award # 2017-CK-BX-0018, CFDA# 16.560).</p> <p>The fiscal net impact to Probation is \$6,000 in this FY1718, and appropriations are included in the FY1819 budget.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<p>Attachment A, KKIS School Partnership Update Budget Resolution Agreement with WestEd Agreement with Seneca Family of Agencies for NIJ funded services Agreement with Community Matters for NIJ funded services MOU for Program Services with Cotati-Rohnert Park Unified School District MOU for Information Sharing with Cotati-Rohnert Park Unified School District</p>			

MOU for Program Services with Petaluma City Schools
MOU for Information Sharing with Petaluma City Schools
Agreement with Seneca Family of Agencies for Probation funded services
MOU for Program Services with Forestville Union School District
MOU for Information Sharing with Forestville Union School District
MOU for Program Services with Guerneville Elementary School District
MOU for Information Sharing with Guerneville Elementary School District
MOU for Program Services with Sonoma County Office of Education
MOU for Information Sharing with Sonoma County Office of Education
MOU for Program Services with Sebastopol Union School District
MOU for Information Sharing with Sebastopol Union School District
MOU for Program Services with Sonoma Valley Unified School District
MOU for Information Sharing with Sonoma Valley Unified School District
MOU for Program Services with West Sonoma County Union High School District
MOU for Information Sharing with West Sonoma County Union High School District

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

Attachment A: KKIS School Partnerships Update

This table depicts the sustainability, expansion, and further research of the Keeping Kids in School Initiative program model in partner school districts.

KKIS School District Partner	2018-2020 Model Sustainability Plan
<i>A Developmental Study of the Keeping Kids in School Initiative</i>	
Cotati-Rohnert Park Unified School District	Using funds awarded to WestEd for A Developmental Study of the Keeping Kids in School Initiative, this school district will implement an “enhanced” version of the original Keeping Kids in School program model for the 18-19 and 19-20 school years; this includes the Whole School Climate 360 Assessment.
Petaluma City Schools	Using funds awarded to WestEd for A Developmental Study of the Keeping Kids in School Initiative, this school district will implement the original Keeping Kids in School program model for the 18-19 and 19-20 school years. This school district will act as the control group for the study.
<i>Further KKIS Model Sustainability and Development</i>	
Forestville Union School District	One case manager will continue to provide program services at existing levels and continue to support schoolwide systems, attendance incentives, and community-school partnerships. This school district will contribute \$10,000 for program sustainability.
Guernevi+2lle Elementary School District	One case manager will continue to provide program services at existing levels and continue to support schoolwide systems, attendance incentives, and community-school partnerships. This school district will contribute \$10,000 for program sustainability.
Santa Rosa City Schools	This school district was awarded a state grant to implement their own truancy reduction case management services for three school years that began in 2017. Probation will provide minimal support as they transition to their own program.
Sebastopol Union School District	This school district will continue to receive program services at Brook Haven School with the option to provide services for students at Park Side Elementary if needed. This school district will contribute \$5,000 for program sustainability.
Sonoma County Office of Education	One case manager will continue to provide program services to referred students at Amarosa Academy not currently on probation. This school district will contribute \$5,000 for program sustainability.

Sonoma Valley Unified School District	One case manager will continue to provide program services at existing levels and continue to support districtwide attendance improvement systems. This school district anticipates contributing \$10,000 for program sustainability.
West Sonoma County Union High School District	One case manager will provide program services at an enhanced level for the entire school district (instead of only at Laguna High School). The school district will contribute \$15,000 for program sustainability and \$44,539 to expand and increase services districtwide.
Adult and Juvenile Truancy Court (countywide)	Case managers will serve a number of students through referrals directly from truancy court at an enhanced level (with more staff time dedicated to these referrals). Probation and KKIS staff will continue to collaborate with the court and other justice partners to identify and serve appropriate youth for KKIS services.
North County – TBD	Probation will open up an application process to expand KKIS services to school district(s) in North County.

Department Name:

PROBATION

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

General Fund									
Fund ID	Section/Subsection ID	Section/Subsection Title	Acct ID	Account Title	Program	SubProgram	Recurring	One time	Budgeted
10005			4XXXX						-
10005			4XXXX						-
10005			4XXXX						-
Total General Fund Revenue Adjustment							-	-	-
10005			58XXX						-
10005			58XXX						-
10005			58XXX						-
Total General Fund Reimbursement Adjustment*							-	-	-
Total General Fund Revenue & Reimbursement Adjustment							-	-	-
10005			5XXXX						-
10005			5XXXX						-
10005			19XXX						-
10005			19XXX						-
Total General Fund Gross Expenditure Adjustment							-	-	-
Total General Fund Net Cost Adjustment							-	-	-

Other Funds									
10005	27012300	Juvenile Grants	42473	Federal Dept. of Justice				6,000	6,000
xxxxx			4XXXX						-
xxxxx			4XXXX						-
Total Other Fund Revenue Adjustment							-	6,000	6,000
xxxxx			58XXX						-
xxxxx			58XXX						-
xxxxx			58XXX						-
Total Other Fund Reimbursement Adjustment*							-	-	-
Total Other Fund Revenue & Reimbursement Adjustment							-	6,000	6,000
10005	27012300	Juvenile Grants	51249	Other Professional Services				6,000	6,000
xxxxx			5XXXX						-
xxxxx			19XXX						-
xxxxx			19XXX						-
Total Other Fund Gross Expenditure Adjustment							-	6,000	6,000
Total Other Fund Net Cost Adjustment							-	-	-
Department Total Revenue & Reimbursement Adjustment							-	6,000	6,000
Department Total Gross Expenditure Adjustment							-	6,000	6,000
Department Total Net Cost Adjustment							-	-	-

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

SUBCONTRACT

This Subcontract is entered into by and between WestEd and County of Sonoma

SECTION A: CONTACTS

<p>County of Sonoma Lisa Valente Program Manager Sonoma County Probation Dept. 600 Administration Dr., Rm 104J Santa Rosa, CA 95403 P: 707.565.6261 lisa.valente@sonoma-county.org</p>	<p>WestEd Technical Contact: Trevor Fronius Senior Research Associate 300 Unicorn Park Drive, 5th Floor Woburn, MA 01801-3324 P: 781.481.1134 tfroniu@wested.org</p>	<p>WestEd Contracts Contact: Contracts Management Department 730 Harrison Street San Francisco, CA 94107 P: 415.615.3136 contracts@wested.org</p>	<p>WestEd Billing Contact: Donald Hom Accounts Payable Supervisor 4665 Lampson Avenue Los Alamitos, CA 90720 P: 562.799.5121 accountspayable@wested.org</p>
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SECTION B: WORK OR SERVICES

1. Prime Contract Information

Prime Funder: U.S. Department of Justice: National Institute of Justice (NIJ)
 Project Name: A Developmental Study of the Keeping Kids in School Initiative
 Prime Contract Number & CFDA (if applicable): Award # 2017-CK-BX-0018, CFDA # 16.560

2. Subcontract Term

Start Date: Date of Approval from NIJ End Date: 12/31/2020

3. Work or Services to be completed by Subcontractor (brief description):

See attached Exhibit 1, Scope of Work

4. Maximum Fees and expenses: \$666,809

5. Attachments

The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of this Subcontract.

See Attached:

- WestEd Terms and Conditions
- Exhibit 1: Scope of Work
- Exhibit 2: Budget Detail
- Exhibit 3: Small Business Representations
- Exhibit 4: Additional Terms and Conditions
- Exhibit 5: FFATA Questionnaire
- Exhibit 6: Pre-Award Questionnaire

SECTION C: PAYMENT

- Subcontractor shall invoice WestEd on a monthly basis. All invoices MUST BE received by WestEd no later than fifteen (15) days after the end of the month in which the services were delivered. Invoices received after such date MAY NOT BE PAID.
- Subcontractor shall submit monthly invoices in duplicate. An original invoice shall be sent to the **WestEd Billing Contact** with a duplicate sent to the **WestEd Technical Contact** (contact information is provided in Section A above).
- All invoices must include the following: (1) Subcontractor's name, Federal Tax ID, invoice date; (2) Subcontract Number and invoice number; (3) Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent; (4) Name, title, phone number of person preparing the invoice; (5) Authorized signature of certifying official.
- Subcontractor invoices must detail all services performed and/or expenses incurred in accordance with the attached budget. WestEd agrees to pay Subcontractor within 30 days of WestEd's receipt and approval of invoices. In no event shall WestEd be liable for late charges, interest, or penalties for failure to make payment within the time specified herein.

SECTION D: AUTHORIZED SIGNATORIES

IN WITNESS WHEREOF, this Subcontract has been executed by the parties hereto.

WestEd

Agreed and accepted:

Authorized Signature

Date Signed:

Name (Print):

Title:

County of Sonoma ("Subcontractor")

Agreed and accepted:

Authorized Signature

Date Signed:

Name (Print):

Title:

EIN:

The remainder of this page is intentionally left blank.

DRAFT

WESTED TERMS AND CONDITIONS

1.0 Allowable Costs: Allowable costs are determined in accordance with the cost principles applicable to the organization incurring the costs, e.g., FAR Subpart 31.2 (commercial organizations), 2 CFR 230 (non-profit organizations), 2 CFR 220 (educational institutions). Specific unallowable costs include, but are not limited to, capitalized equipment with an acquisition cost of \$5,000 or more, foreign travel, entertainment cost, and use of funds to influence legislation or appropriations.

2.0 Certification of Cost & Price: Subcontractor hereby certifies that the fees and expenses charged for the work being conducted for WestEd is the Subcontractor's usual and customary fee. Subcontractor also certifies that Subcontractor is not charging other organizations a lower amount for the same work.

3.0 Records Maintenance, Retention, and Access: Subcontractor shall maintain proper accounting records and supporting documents that reflect all expenditures related to Subcontractor's performance of services under this Subcontract. WestEd may inspect, audit, or engage at its own expense an outside audit firm to review the Subcontractor's books to verify the claimed cost. Subcontractor shall retain all of such records and documents for at least seven (7) years after the final payment under this Subcontract.

4.0 Audit: During the term of this Subcontract and for a reasonable period of time thereafter, WestEd or its agent shall have the right, at periodic intervals and during regular business hours, on Subcontractor's premises, to examine and make copies of all books and records of Subcontractor insofar as they relate to this Subcontract.

5.0 Independent Contractor Status and Responsibilities: In performing its services, Subcontractor shall be an independent contractor with authority and responsibility to control and direct the performance of the services required under this Subcontract, subject to WestEd's general right to inspect work in progress to determine whether the services are being performed in accordance with this Subcontract. All persons hired and/or contracted by Subcontractor shall be Subcontractor's employees and/or subcontractors. Subcontractor shall be responsible for the accuracy, completeness, and adequacy of all services performed by Subcontractor's employees and/or subcontractors and shall ensure that all applicable licensing and operating requirements of the State and County governments and all applicable accreditation and other standards of quality generally accepted in the field of Subcontractor's activities are complied with and satisfactorily met.

Subcontractor voluntarily and knowingly assumes the entire liability (if any such liability is determined to exist) to its employees and/or subcontractors or to other persons for all loss, damage, or injury caused by Subcontractor's employees and/or subcontractors in the course of their employment and/or subcontract. Subcontractor shall be responsible for payment of applicable income, social security, and other State or County taxes and fees, and all statutory benefits including, without limitation, Workers' Compensation, Unemployment Insurance and Temporary Disability Insurance.

6.0 No Alteration of Contract: No alteration, addendum, modification, or waiver of the terms of this Subcontract shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties. No inline delineation or alteration shall be accepted or bind WestEd.

7.0 Termination: 7.1 It is mutually agreed that either party may cancel this Subcontract before performance is completed by giving written notice to the other party at least thirty (30) days before the termination date.

7.2 WestEd may terminate this Subcontract immediately upon termination by the prime funder under which this Subcontract is being performed by giving written notice to the Subcontractor.

7.3 In the event of a termination under Section 7.1 or 7.2, WestEd shall reimburse Subcontractor for work performed under the Subcontract up to and including the date of termination, which are invoiced and submitted to WestEd in accordance with the attached Scope of Work and Budget.

8.0 Subcontracts and Assignments: Except as specifically stated herein above, Subcontractor shall not subcontract or assign any part of the services to be performed under this Subcontract without the prior written consent and approval of WestEd.

9.0 Indemnification: Subcontractor agrees to indemnify and hold harmless WestEd, its officers, employees and agents from all claims, liabilities and losses by whomever asserted arising out of acts or omissions of Subcontractor, its officers, employees and agents in the performance of this Subcontract, except those arising by reason of the sole negligence of WestEd, its officers, employees and agents. This provision will survive termination of this Subcontract.

10.0 Intellectual Property Ownership: Subcontractor agrees to convey ownership to any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code that was first conceived or first actually reduced to practice in the performance of the work under this Subcontract. Subcontractor hereby conveys to WestEd any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code that was first conceived or first actually reduced to practice in the performance of the work under this Subcontract. Subcontractor agrees that any information, design, expression, computer program or other work that is or may be copyrighted under U.S. copyright law first created or developed in the performance of the work under this Subcontract shall be a work made for hire, as defined by Title 17, Section 101, of the United States Code, for the benefit of WestEd. Subcontractor further agrees that any other information or data first created or developed in the performance of work under this Subcontract, including that which may be subject to protection as a trade secret, shall be proprietary to WestEd. This provision will survive termination of this Subcontract.

All pre-existing WestEd data and materials provided to Subcontractor by WestEd to assist in the performance of this Subcontract shall remain WestEd's property. WestEd hereby authorizes Subcontractor to have access to and make use of the data and/or materials as is appropriate for the performance by Subcontractor of its obligations under the Subcontract. Upon expiration or termination of the Subcontract for any reason, Subcontractor shall request instructions from WestEd regarding whether Subcontractor should: (1) erase or destroy the data files and/or materials maintained by the Subcontractor or (2) return the data and/or materials to WestEd. Subcontractor may not utilize the data and/or materials for any purpose other than in performing services for WestEd pursuant to this Subcontract.

11.0 Warranties: Subcontractor warrants that all services performed under this Subcontract shall be performed consistent with prevailing industry standards. If WestEd determines that Subcontractor has failed in the performance of this Subcontract, Subcontractor will be given fifteen (15) days to complete any required corrective action. If Subcontractor is unable to correct the performance issue, WestEd shall be entitled to terminate the contract immediately at the conclusion of the fifteen (15) day period and to recover all fees paid to Subcontractor for the deficient services.

12.0 Authority to Sign: Both parties executing this Subcontract acknowledge and warrant that they possess the authority to enter into this Subcontract on behalf of their respective companies.

13.0 Governance / Compliance: This Subcontract shall be governed by the laws of the State of California, without giving effect to conflict of law principles. Subcontractor shall also comply with all applicable

WESTED TERMS AND CONDITIONS

Federal and state laws, regulations, standards, orders, and requirements.

14.0 Disputes: The parties will attempt to settle any dispute, claim or controversy arising out of or relating to this Subcontract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope (hereinafter a "Dispute"), through good faith negotiations. Such negotiations shall take place face to face, between representatives authorized to settle the Dispute, within 30 days from the date one party provides the other party with written notice of a Dispute and the legal and factual basis for such Dispute (hereinafter the "Negotiations"). Only in the event that a Dispute cannot be resolved through such good faith Negotiations, either party may submit the Dispute to arbitration in San Francisco, California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. No party shall file an arbitration demand or complaint until the parties have engaged in good faith Negotiations and such Negotiations have ended in an impasse. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding the foregoing, no Dispute concerning a party's or a third party's rights in or to intellectual property protected in accordance with Federal law (an IP Dispute") shall be subject to arbitration and any such IP Dispute may be filed only in a federal court of competent jurisdiction, subject to the obligation to participate in Negotiations, as set forth herein.

15.0 Insurance: Without in anyway limiting the Subcontractor's liability pursuant to Section 9.0, Indemnification, of this Subcontract, Subcontractor shall procure and maintain during the full term of this Subcontract the following insurance amounts and coverage:

(a) Comprehensive General Liability with limits not less than \$1,000,000 each occurrence combined Single Limit for Bodily Injury and Property Damage;

(b) Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Owned, Non-owned and Hired Vehicles, as applicable;

(c) Worker's Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 each accident;

(d) Professional Liability (E & O) Insurance with limits not less than \$1,000,000 each occurrence;

(e) Subcontractor shall name WestEd as additional insured. Subcontractor shall provide WestEd with appropriate certificate(s) of insurance, including an updated certificate in the event the certificate originally provided expires during the performance period of the Subcontract. Subcontractor also understands and agrees that WestEd may withhold payment for services for any violations of the insurance provisions of this Subcontract.

16.0 Subcontractor Conflict of Interest: 16.1 The Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined as, activities or relationships with other persons, organizations or any other third party which would cause the Subcontractor to be unable or potentially unable to render impartial assistance or advice to WestEd, or the Subcontractor's objectivity in performing the work might be otherwise impaired, or resulting in an unfair competitive advantage, or that the Subcontractor has disclosed all such relevant information to WestEd.

16.2 The Subcontractor agrees that if an actual or potential organizational conflict of interest is discovered after this Subcontract is executed, the Subcontractor will make a full disclosure in writing to WestEd. This disclosure shall include a description of actions which the Subcontractor has taken or proposes to take, after consultation

with WestEd, to avoid, mitigate, or neutralize the actual or potential conflict.

16.3 WestEd may terminate for convenience this Subcontract, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Subcontractor was aware of a potential organizational conflict of interest prior to the execution of this Subcontract or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to WestEd, WestEd may terminate the Subcontract for default, or pursue such other remedies as may be permitted by law or this Subcontract.

17.0 Confidentiality: All materials, products, documents, and other information of WestEd are proprietary and confidential, and may not be used, disclosed, or otherwise published by Subcontractor without WestEd's expressed written consent.

18.0 Non-Discrimination in Employment: The Equal Employment Opportunity clauses of Executive Order 11246, section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act are hereby incorporated by reference if applicable based on the size of this Subcontract and the work to be performed and/or the goods or services involved. **This Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

19.0 Severability: If any provision of this Subcontract is found by a court to be void, invalid or unenforceable, this Subcontract will either be reformed to comply with applicable law or the provision in question will be stricken so as not to affect the validity or enforceability of the remainder of this Subcontract.

20.0 Counterparts: This Subcontract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

21.0 Notices: Any notice or other communication shall be in writing, and will be considered to have been given if delivered by hand or sent by certified United States mail, return receipt requested, or by commercial courier service to the other party at the address stated above or to such other address as may be specified by either party in a notice to the other. Notice is effective upon receipt.

22.0 Entire Agreement: This Subcontract, together with Exhibits hereto, is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof.

23.0 Order of Precedence: In the event of a discrepancy between these terms and conditions and any additional exhibits or attachments, the language of these terms and conditions will prevail.

The Sonoma County Probation Department shall deliver services as described below. Hours in addition to these estimates provided in this exhibit may not be worked without amendment to this agreement.

Year One: Date of approval from NIJ-12/31/18

Labor

6 hours per week

Tasks

1. Project Planning and Development

Probation staff will participate in a Project Launch Meeting to establish project goals, review the theory of change for the enhanced KKIS model, and establish expectations for an integrated evaluation design in the development period of the study.

Probation staff will participate in up to weekly project meetings led by WestEd to discuss progress of various tasks. Probation staff will act as a liaison between project organizations (Seneca and Community Matters) and WestEd.

Probation staff will conduct at a minimum quarterly site visits to participating school districts and project organizations headquarters to assess the fidelity of project implementation and make recommendations for improvement at the weekly project meetings.

Deliverables:

- Prepare and execute vendor contracts and MOUs identified during project planning

2. Data Management and Reporting

Probation will manage the case management system including the system design, management, training, reporting, and data extracts.

Deliverables:

- Prepare and execute MOUs and contracts for the case management system that meets specifications agreed on between WestEd and the Probation Department
- Deliver data extracts within one week of all requests by WestEd or as soon as possible

3. Contractor and District Oversight

Probation staff will ensure contracted partners are available to participate in monthly project check-in calls and are responsive to other communication (e.g., email) as part of the research study.

Probation staff will ensure timely and accurate invoicing and activity logs by Probation and contractors for activities related to the project.

Probation staff will ensure contracted partners complete their contracted obligations as set for in contractors' scope of work and MOU (see Task 1, Deliverable 1 above).

Probation staff will provide support to ensure an introductory meeting between WestEd and school districts to re-introduce the study and discuss role and requirements of the schools, including student survey data collection and data sharing needs for the study.

Deliverables:

- Monthly invoices and activity reports

Year Two: 1/1/19-12/31/19

Labor

6 hours per week

Tasks

1. Project Development and Pilot Implementation

Probation staff will participate in weekly project meetings led by WestEd to discuss progress of various tasks. Probation staff will act as a liaison between project organizations and WestEd.

Probation staff will conduct at a minimum quarterly site visits to participating school districts and project organizations headquarters to assess the fidelity of project implementation and make recommendations for improvement at the weekly project meetings.

2. Data Management and Reporting

Probation will manage the case management system including the system design, management, training, reporting, and data extracts.

Deliverables:

- Plan and deliver (or oversee the delivery of) any additional technical assistance or booster training necessary as it relates to the case management system
- Deliver data extracts within one week of all requests by WestEd or as soon as possible

3. Contractor and District Oversight

Probation staff will ensure contracted partners are available to participate in monthly project check-in calls and are responsive to other communication (e.g., email) as part of the research study.

Probation staff will ensure timely and accurate invoicing and activity logs by Probation and contractors for activities related to the project.

Probation staff will ensure contracted partners complete their contracted obligations as set for in contractors' scope of work and MOU (see Task 1, Deliverable 1 above).

Probation staff will support WestEd with its ongoing relationship to school, including any assistance necessary to approve annual student survey data collection and data sharing needs for the study.

Deliverables:

- Monthly invoices and activity reports

Year Three: 1/1/20-12/31/20

Labor

6 hours per week

Tasks

1. Pilot Implementation

Probation staff will participate in weekly meetings led by WestEd to discuss progress of various tasks. Probation staff will act as a liaison between project organizations and WestEd.

Probation staff will conduct at a minimum quarterly site visits to participating school districts and project organizations headquarters to assess the fidelity of project implementation and make recommendations for improvement at the weekly project meetings.

2. Data Management and Reporting

Probation will manage the case management system including the system design, management, training, reporting, and data extracts.

Deliverables:

- Plan and deliver (or oversee the delivery of) any additional technical assistance or booster training necessary as it relates to the case management system
- Deliver data extracts within one week of all requests by WestEd or as soon as possible

3. Contractor and District Oversight

Probation staff will ensure contracted partners are available to participate in monthly project check-in calls and are responsive to other communication (e.g., email) as part of the research study.

Probation staff will ensure timely and accurate invoicing and activity logs by Probation and contractors for activities related to the project.

Probation staff will ensure contracted partners complete their contracted obligations as set for in contractors' scope of work and MOU (see Task 1, Deliverable 1 above).

Probation staff will support WestEd with its ongoing relationship to school, including any assistance necessary to approve annual student survey data collection and data sharing needs for the study.

Deliverables:

- Monthly invoices and activity reports

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Contractor Budget - NIJ Research Grant
A Developmental Study of the Keeping Kids in School Initiative

Year #1

Date of approval from NIJ - December 31, 2018

Line Item (Y1)				Total
A. Personnel	<i>Months</i>	<i>Time Commitment</i>	<i>Annual Salary</i>	\$15,445
Department Program Manager	12	.15 FTE	\$ 102,969	
B. Fringe Benefits	<i>Months</i>	<i>Time Commitment</i>	<i>Annual Salary</i>	\$ 8,454
Department Program Manager	12	.15 FTE	\$ 102,969	
C. Travel				\$500
C. Supplies				\$ 4,817
D. Contractual	<i>Contractors</i>		<i>Amount</i>	\$98,268
	Community Matters		\$ 12,925	
	Seneca Family of Agencies		\$ 85,343	
Project Total Year 1				\$127,484

Year #2

January 1, 2019-December 31, 2019

Line Item (Y2)				Total
A. Personnel	<i>Months</i>	<i>Time Commitment</i>	<i>Annual Salary</i>	\$15,909
Department Program Manager	12	.15 FTE	\$ 106,058	
B. Fringe Benefits	<i>Months</i>	<i>Time Commitment</i>	<i>Annual Salary</i>	\$ 8,708
Department Program Manager	12	.15 FTE	\$ 106,058	
C. Travel				\$500
C. Supplies				\$ 8,617
D. Contractual	<i>Contractors</i>		<i>Amount</i>	\$352,537
	Community Matters		\$ 97,625	
	Seneca Family of Agencies		\$ 254,912	
Project Total Year 2				\$386,271

Year #3

January 1, 2020-December 31, 2020

Line Item (Y3)				Total
A. Personnel	<i>Months</i>	<i>Time Commitment</i>	<i>Annual Salary</i>	\$16,386
Department Program Manager	12	.15 FTE	\$ 109,240	
B. Fringe Benefits	<i>Months</i>	<i>Time Commitment</i>	<i>Annual Salary</i>	\$ 8,969
Department Program Manager	12	.15 FTE	\$ 109,240	
C. Travel				\$500
C. Supplies				\$ 4,817
D. Contractual	<i>Contractors</i>		<i>Amount</i>	\$122,382
	Community Matters		\$ 13,750	
	Seneca Family of Agencies		\$ 108,632	
Project Total Year 3				\$153,054

Invoice #000000

Billing Date: mm/dd/yyyy

WestEd
Attention: <Name of Project Director>
Address
City, State, ZIP Code

From: <enter Subcontractor name>
Address
City, State, ZIP Code

Project Name: enter project name
Subcontract Number: s00-00000

Total Subcontract \$ -

Subcontract Number: <enter subcontract no. 00-0000>
Period of Performance: <enter start date - end date>

Billing Period: <enter start month-date-year - end month-date-year>

	Budget	Current Expenses	Cumulative Expenses	Balance
Salaries	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -
Consultants/Other Personnel/ Participant Support	\$ -	\$ -	\$ -	\$ -
Total Personnel	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Supplies/Materials	\$ -	\$ -	\$ -	\$ -
Postage/Telephone	\$ -	\$ -	\$ -	\$ -
Printing/Graphics	\$ -	\$ -	\$ -	\$ -
Information Services	\$ -	\$ -	\$ -	\$ -
Facility	\$ -	\$ -	\$ -	\$ -
Program Support	\$ -	\$ -	\$ -	\$ -
<Expense not originally budgeted>	\$ -	\$ -	\$ -	\$ -
<Expense not originally budgeted>	\$ -	\$ -	\$ -	\$ -
<Expense not originally budgeted>	\$ -	\$ -	\$ -	\$ -
Total Other	\$ -	\$ -	\$ -	\$ -
Total Direct Costs	\$ -	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -	\$ -
Total Costs	\$ -	\$ -	\$ -	\$ -

Total Amount Due

\$ -

I certify that the above expenses have been reviewed and could be traced back to <name of subcontractor> accounting records

Authorized Certifying Official

Remittance should be made payable to:

<name of subcontractor> at the address above

For billing questions, please call <enter contact name and phone number>

Subcontractor represents that, under the Small Business Administration Regulation and other related laws and regulations, it is a (check all that are applicable):

- Small Business
- Large Business
- Non-Profit
- Other (please explain): _____

And operated as (please check as many as applicable; if not applicable, indicate "N/A" in other):

- Minority-Owned
- Woman-Owned
- Veteran-Owned
- Service-Disabled Veteran-Owned Business
- HUBZone Business
- Other (please explain): _____

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ADDITIONAL TERMS AND CONDITIONS

The following provisions are flowed down from the Prime Agreement between the U.S. Department of Justice (“DOJ”): National Institute of Justice (“NIJ”) and WestEd, (the “Agreement”). When necessary to make the context of these clauses applicable to the Subcontract, the term “Award” shall mean “Subcontract” and “Recipient” shall be “Subcontractor” as appropriate. Subcontractor agrees to comply with all terms and conditions of the Agreement, as applicable, including but not limited to the following:

1. **Enforcing Civil Rights Laws.** All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.
2. **Providing Services to Limited English Proficiency (LEP) Individuals.** In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.
3. **Ensuring Equal Treatment for Faith-Based Organizations.** The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

4. **Using Arrest and Conviction Records in Making Employment Decisions.** The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See

Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

5. **Complying with the Safe Streets Act.** An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Special Conditions

1. **Requirements of the award; remedies for non-compliance or for materially false statements.** The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") and/or WestEd taking appropriate action with respect to the recipient and the award. Among other things, the OJP and/or WestEd may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ") and/or WestEd, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. **Applicability of Part 200 Uniform Requirements.** The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website <https://ojp.gov/funding/Part200UniformRequirements.htm>.

3. **Compliance with DOJ Grants Financial Guide.** The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

4. **Requirements related to System for Award Management and Universal Identifier Requirements.** The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

5. **All subawards ("subgrants") must have specific federal authorization.** The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal and WestEd authorization), and are incorporated by reference here.

6. **Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award).** The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

7. **Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.** The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

8. **Requirement for data on performance and effectiveness under the award.** The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP and/or WestEd in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
9. **OJP Training Guiding Principles.** Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

10. **Effect of failure to address audit issues.** The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) and/or WestEd may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11. **Potential imposition of additional requirements.** The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) and/or WestEd during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.
12. **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42.** The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
13. **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54.** The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
14. **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38.** The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

15. **Restrictions on "lobbying".** In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

16. **Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017).** The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

17. **Reporting potential fraud, waste, and abuse, and similar misconduct.** The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.

18. **Restrictions and certifications regarding non-disclosure agreements and related matters.** No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19. **Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees).** The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

20. **Encouragement of policies to ban text messaging while driving.** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
21. **Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ.** If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP and/or WestEd by email at OJP.ComplianceReporting@ojp.usdoj.gov and contracts@wested.org (respectively). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
22. To support NIH's mission to make available data from all NIH-funded research, at the end of the period of performance under the award, the recipient shall deliver to NIH and/or WestEd all data produced or collected for the project and any artifact associated with the project data. Data collected as part of the NIH-funded study should be submitted according to the Data Archiving Plan and Data Submission Checklist approved by NIH. Data must be de-identified and anonymized prior to submission unless maintenance of information identifiable to a private person is provided for in the informed consent process. In this regard, IRB-approved research protocol, informed consent procedures and forms, and the NIH approved Privacy Certificate also must be submitted along with de-identified data.

Submissions should include the following: (1) An electronic copy of each data set collected, acquired, or modified in conjunction with the project. For data other than geographic data, SPSS portable files are preferred. However, SAS transport, Stata, dBASE, or ASCII files are acceptable with appropriate documentation and with appropriate description for each variable. (2) An electronic copy of any geographic data collected, acquired, or modified in the project, including an electronic copy of each geographic data layer of features used in a Geographic Information System (GIS).

ArcGIS, MapInfo or Geographic Markup Language (GML) formats are preferred. ("Geographic data" is defined here as geometric and attribute data for location-based features, usually in the categories of point, line, polygon, or coordinates, and includes statistical results from spatial analysis.) (3) Any associated databases, database queries, images, PowerPoint slides used to generate project data, or similar artifacts. (4) Any specialized programming code necessary to reproduce all constructed measures and the original data analysis. (5) A codebook listing the data variables, variable labels, value labels, and missing value designations. Portable Document Format (PDF) or MS Word is preferred (DOC), however, Rich Text Format (RTF), Corel WordPerfect (WPD), and ASCII are acceptable. (6) A blank electronic version of every data collection instrument. (7) Manual, electronic, or other data collection protocols. Included images should adhere to GIFF, JPEG, PICT, and TIFF format standards. GIFF and PICT images are preferred.

23. The recipient shall make no guarantee, without prior NIJ approval, that the data collected, acquired or produced as part of this project will not be transferred or released. (Such a guarantee would preclude NIJ from archiving and making available all NIJ-funded data).
24. The recipient acknowledges that the Office of Justice Programs (OJP) and/or WestEd reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP and/or WestEd has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227- 14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

25. **Foreign Travel Approval.** The recipient must obtain approval from WestEd in the form of an approved Subcontract Modification, at least 30 days prior to obligating, expending, or drawing down award funds for foreign travel, which includes any recipient- or subrecipient-foreign travel funded by this award. Approval of the recipient's total award budget (that is, financial clearance) does not constitute approval of foreign travel. It will be the responsibility of WestEd to obtain formal approval from the NIJ Grant Manager.

The 2015 Department of Justice Grants Financial Guide contains additional information on requirements related to foreign travel.

26. **Patents and Inventions.** The clauses at 37 C.F.R. section 401.14 (together, the "Patents Rights Clause") are incorporated by reference, with the following modifications.

(1) Where italicized, the terms "contract," "contractor," and "contracting officer" are replaced, respectively, by the terms "award," "award recipient," and "OJP program manager";

(2) Patent Rights Clause paragraph (f) is modified by adding the following at the end:

"(5) The award recipient agrees to provide a report prior to the close out of the award listing all subject inventions or stating that there were none.

(6) The award recipient agrees to provide, upon request, the filing date, patent application number and title; a copy of the patent application; and patent number and issue date for any subject invention in any country in which the award recipient has applied for a patent.";

(3) Patent Rights Clause paragraph (g) is modified to read as follows:

"(g) Subawards and Subcontracts

"The award recipient will include this Patent Rights Clause, suitably modified to identify the parties, in all subawards and subcontracts, regardless of tier, for experimental, developmental, or research work. The subaward recipient or subcontractor will retain all rights provided for the award recipient in this clause, and the award recipient will not, as a part of the consideration for awarding the subaward or subcontract, obtain rights in the subaward recipient's or subcontractor's subject inventions."; and

(4) Patent Rights Clause paragraph (l) is modified to read as follows:

"(l) Communications

"Communications on matters relating to this Patent Rights Clause should be directed to the General Counsel, Office of Justice Programs, United States Department of Justice."

With respect to any subject invention in which the award recipient, or a subaward recipient or subcontractor, retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

27. To assist in information sharing, the award recipient shall provide the NIJ grant manager and WestEd's Project Director with a copy of publications (including those prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the award recipient for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NIJ and/or WestEd in responding to any inquiries that may arise. Any publications - excluding press releases and newsletters - whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Award No. _____, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.
28. The recipient shall transmit to the NIJ grant manager and WestEd's Project Director copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.
29. Pursuant to 28 C.F.R. Part 18, OJP and/or WestEd may suspend or terminate funding under this award before the completion of the project funded by this award, for the recipient's failure to comply with these special conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the recipient will be unable to draw down funds until OJP and/or WestEd determines that the recipient is in compliance.
30. The Project Director and key program personnel designated in the DOJ application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP and/or WestEd will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and/or WestEd and submission of resumes, unless otherwise designated in the award document.
31. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office and/or WestEd prior to obligation or expenditure of such funds.

32. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)
32. This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
33. **Recipient integrity and performance matters:** Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

34. The award recipient agrees, as a condition of award approval, to comply with the requirements of 28 CFR Part 22, including the requirement to submit a properly executed Privacy Certificate that is in compliance with 28 CFR § 22.23 to WestEd for approval.
35. The award recipient agrees to comply with the requirements of 28 CFR Part 46 and all other Department of Justice/Office of Justice Programs policies and procedures regarding the protection of human research subjects, including informed consent procedures and obtainment of Institutional Review Board (IRB) approval, if appropriate.
36. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Categorical Exclusion: Based upon the information provided by the recipient in its application for these funds, NIJ has determined and the recipient understands that the proposed activities meet the definition of a categorical exclusion, as defined in the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 (including Appendix D). A categorical exclusion is an action that because of the proposed activities' very limited and predictable potential environmental impacts, both on an individual and a cumulative basis, does not have a significant impact on the quality of the human environment. Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, for these categorically excluded activities.

Modifications: Throughout the term of this award, the recipient agrees that for any activities that are the subject of this categorical exclusion, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has completed any applicable environmental impact review requirements necessitated by the proposed change or new activity (or changed circumstances) and NIJ has concurred in the proposed change or new activity. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

37. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award information regarding research and evaluation independence and integrity in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made (or agreed to) any adjustments to the award (including as to amount) that OJP may require to prevent, eliminate, mitigate, or otherwise adequately address any actual or apparent personal or financial conflict of interest on the part of the investigators or other staff/consultants engaged in the research/evaluation or organizational conflict of interest on the part of the recipient entity, and (4) a Grant Adjustment Notice has been issued removing this special condition.

The recipient understands and agrees that if it does not provide an adequate research and evaluation independence and integrity submission (as determined by OJP), or if it fails to implement (as determined by OJP) any safeguard included in its submission or required by OJP, a discretionary award will be terminated (without right of appeal), upon thirty (30) calendar days advance written notice by OJP.

38. **Ensuring Access to Federally Assisted Programs.** Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

39. **Requirements related to "de minimis" indirect cost rate.** A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP and/or WestEd in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.
40. **Requirement to report potentially duplicative funding.** If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) and WestEd in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
41. **Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000.** The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the implied Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.



All Subcontractors, and/or subrecipients ("subgrantees") must obtain approval from WestEd. It will be the responsibility of WestEd to obtain formal approval from the NIJ Grant Manager.

42. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the WestEd budget and WestEd budget narrative and a Grant Adjustment Notice (GAN) has been issued to WestEd to remove this special condition.

DRAFT

**Federal Funding Accountability and Transparency Act (FFATA)
Questionnaire**

Subcontractor: County of Sonoma
WestEd Subcontract #: Pending

WestEd's prime award, under which this subcontract is granted, is subject to the Federal Funding Accountability and Transparency Act (FFATA). As part of our continuing obligation under FFATA, WestEd is required to report any sub-recipient of \$25,000 or more to the Federal government and provide updates annually. This information will be made available to the public via www.usaspending.gov.

Please complete the following:

1.	<u>DUNS number</u> (and DUNS number of parent company, if applicable)	
2.	<u>Physical address</u> (Including 9 digit zip code, and congressional district)	
3.	<u>Primary place of performance</u> (Including 9 digit zip code, and congressional district)	
4.	<u>Description of Work</u>	<p>Please confirm whether you agree to the following description of work being made publicly available via www.usaspending.gov:</p> <p>WestEd will be supporting National Institute of Justice's Comprehensive School Safety Initiative (CSSI) under Category 1 "Developing Novel and Innovative School Safety Programs, Practices, and Strategies".</p> <p>WestEd will focus on the development and refinement of the school climate prevention framework within the KKIS initiative, which is a collaborative effort between Justice and Education agencies to reduce truancy in Sonoma County as a way to strengthen juvenile delinquency prevention. The Sonoma County Probation Department shall deliver services as described below:</p> <ul style="list-style-type: none"> - Project Planning and Development - Project Development and Pilot Implementation - Data Management and Reporting - Contractor and District Oversight <p><input type="checkbox"/> Agree <input type="checkbox"/> Disagree If you do not agree to the above, please provide a description of work that is acceptable to you (to be publicly available) in the space below or on a separate page and return it with this completed questionnaire.</p>
5.	Does 80% or more of Subcontractor's annual gross revenue come from federal contracts, subcontracts, loans, grants, subgrants, and cooperative agreements, AND those revenues equal \$25 million or more? (If YES continue to question 6.) <input type="checkbox"/> YES <input type="checkbox"/> NO	
6.	Is information about the compensation of Subcontractor's five most highly compensated executives NOT already available to the public through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934? <input type="checkbox"/> YES <input type="checkbox"/> NO	
7.	<p>If you answered YES to both questions 5 and 6, you are required to report the names and total compensation for each of the Subcontractor's five most highly compensated executives for the preceding completed fiscal year.</p> <p>1. Officer 1 Name: _____ Compensation: _____</p> <p>2. Officer 2 Name: _____ Compensation: _____</p> <p>3. Officer 3 Name: _____ Compensation: _____</p> <p>4. Officer 4 Name: _____ Compensation: _____</p> <p>5. Officer 5 Name: _____ Compensation: _____</p>	

I certify that the above information is true and correct.

Signed

Date

Printed Name, Title

Email/Telephone



excellence in research, development, and service

Dear County of Sonoma:

Attached is a two page pre-award questionnaire that we request you to complete and submit to us as soon as possible.

According to the Uniform Guidance Requirements under 2 CFR § 200, pass-through entities must monitor the subrecipient's activities to provide reasonable assurance that the subrecipient administers federal awards in compliance with federal requirements.

Processing of the subcontract cannot be completed until we receive the completed questionnaire.

Please feel free to contact me if you have questions regarding this correspondence. Thank you for your valued cooperation.

Sincerely,

Virgilio F. Tinio, Jr.
Contracts Manager
WestEd
730 Harrison Street
San Francisco, California 94107
415.615.3136 x.4
vtinio@wested.org

WestEd Pre-Award Questionnaire

Subcontractor:	County of Sonoma (
Subcontract #:	Pending
Amount:	\$666,809.00
Start Date:	Date of approval from NIJ
End Date:	12/31/2020

Instructions to Preparer:

This questionnaire is designed to enable WestEd to determine whether the potential subrecipient has fiscal and personnel procedures in place that comply with the regulations; has staff capable of delivering the services economically and efficiently; and has internal controls in place to assure that award assets will be properly safeguarded.

Responses may be **yes, no, or not applicable, or may require specific information**. Please provide brief explanations as deemed necessary.

General Information

1.	Indicate the corporate nature of the organization:	
	<ul style="list-style-type: none"> a. 501 (c) (3) b. Governmental entity c. For-profit entity d. Other NPO 	
2.	What is the organization's DUNS number and/or Universal Identifier number?	
3.	What are the start and end dates of the organization's fiscal year?	
4.	Are the IRS returns being filed in a timely manner?	
5.	Are there any outstanding IRS or payroll tax issues?	
6.	Are there any major legal issues affecting the organization? If yes, briefly explain. (Add attachment if necessary.)	
7.	Does the appropriate staff understand the program requirements and are they familiar with program regulations and the Uniform Guidance Requirements?	
8.	Indicate the result of the most recent A-133 audit:	
	<ul style="list-style-type: none"> a. Clean audit – no findings or questioned costs b. Minor findings, no questioned costs c. Material findings, questioned costs (Submit a copy of the most recent audited financial statements)	
9.	Has a management letter been issued? If yes, submit a copy.	
10.	Have any of the subrecipient's programs/projects been audited in the last 2 years? If yes, submit copy of audit report.	
11.	Who is the subrecipient's independent external auditor?	
12.	Is the subrecipient registered under SAM (System for Award Management)?	

WestEd Pre-Award Questionnaire

Policies and Procedures	
1. Are there written policies and procedures on cost allocation?	
2. Is there an approved indirect cost rate agreement? If yes, submit a copy.	
3. Are there written procedures on cash management?	
3. Are there written procedures on procurement and acquisition of property?	
4. Are there written procedures on property management and disposal of property?	
5. Are there written financial procedures?	
6. Are there written personnel policies and procedures?	
7. Are there written policies and procedures on standards of conduct, nepotism, and conflict of interest for governing board and employees?	
8. Are there written procedures on contract administration?	
9. Does the general ledger system allow for an ongoing comparison of budget to actual expenditures for your contract?	
10. Is there adequate insurance coverage?	
11. Do the financial procedures allow for adequate segregation of duties?	

Signature	X _____ By signing, I certify that, to the best of my knowledge, the responses to the questionnaire are true and correct.
Prepared By	
Position/Title	
Date Prepared	

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of July, 1 2018 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Seneca Family of Agencies (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified California non-profit corporation, specializing in providing early intervention and prevention services for children and families and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for a Developmental Study of the Keeping Kids in School Initiative.

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

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services

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

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

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, including internal quality assurance processes appropriate to ensure the service is delivered as designed, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency

and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

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

b. All direct service personnel must be fingerprinted before performing any services under this Agreement. Consultant's employees shall follow the fingerprinting procedure set forth in "Exhibit "D", incorporated herein by this reference. County's Chief Probation Officer shall have the discretion to approve Consultant's employees for working with the clients served under this Agreement.

c. All persons assigned to perform services under this Agreement on behalf of the Consultant are subject to background investigations performed by or under the direction of the Probation Department.

d. All persons assigned to perform services under this Agreement on behalf of the Consultant must comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA) and Probation Department policies regarding PREA.

e. All licensed therapists assigned to perform services under this Agreement on behalf of Consultant shall submit copies of valid licensure from the State of California.

f. All persons assigned to perform services under this Agreement on behalf of Consultant shall submit certification of appropriate training to deliver proprietary programming.

g. Consultant shall notify the County in writing within 30 days of any change in personnel holding the positions of Executive Director or Financial Director within its organization. Consultant's failure to comply with the provisions of this Section shall be deemed a material breach of this Agreement and may result in a loss of funding and/or contract termination.

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

1.5 Access to Probation Department Facilities. Consultant shall be permitted access to Probation Department facilities for the purpose of performing the services required under this Agreement. Consultant shall ensure that persons not otherwise authorized to perform services hereunder do not enter the facilities with Consultant. Consultant agrees to comply with all Probation Department policies and procedures, and any directives issued by Probation Department staff, relating to safety and security while performing services in the facilities.

2. Payment.

For all services required and incidental costs incurred hereunder, Consultant shall be paid in accordance with the rates set forth in the estimated budget and Fee Schedule, attached hereto as Exhibit "B" and incorporated herein by this reference. The amount to be paid to Consultant for all services performed under this Agreement shall not exceed Four Hundred Forty Eight Thousand Eight Hundred Eighty Seven Dollars (\$448,887). Such amount is not an estimate or minimum guarantee of payment under the Agreement; the amount to be paid under this Agreement shall be made in accordance with the terms set forth herein.

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

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

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

2.1 Payment. All or part of this Agreement will be paid with Federal awards. As a pass-through entity, the County is required to provide certain information regarding Federal award(s) to

CFDA Title: National Institute of Justice Research, Evaluation, and Development Grants
CFDA Number: 16.560

Award Name: A Developmental Study of the Keeping Kids in School Initiative
Award Number: 2017-CK-BX-0018
Award Year: 2017
Federal Agency: Dept. of Justice, National Institute of Justice
Pass-Through Agency:

3. Term of Agreement. The term of this Agreement shall be from July 1, 2018 to December 31, 2020 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Probation

Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

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

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

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

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

9. Confidentiality Requirements. Consultant and its directors, officers, employees, agents, and subcontractors shall ensure that:

9.1 All records concerning any individual or client made or kept in connection with the administration of any provision of the services provided by this Agreement shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration of the services provided here, except as requested in writing by County or as required by law.

9.2 No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential or identifying information pertaining to any individual or client that is obtained in connection with the administration of any provision of the services provided by this Agreement, except as requested in writing by County or as required by law.

9.3 Consultant and its officers, employees, agents or subcontractors, shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives notice to the Probation Department of such court order or subpoena prior to compliance.

10. Representations of Consultant.

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

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

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

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

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

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

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

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

10.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment,

and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

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

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

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

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

12. General Administration Requirements.

12.1 Fiscal Management. Consultant shall maintain a financial management system to ensure control over the use of funds received by the Consultant in accordance with generally accepted accounting principles and cost allocations and 2 CFR 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (The Super Circular).

12.2 Audit Requirement. Consultant shall conduct an annual audit with respect to all grant funds received under this Agreement in conformity with the Single Audit Act Amendments of 1996, and 2 CFR 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (The Super Circular).. Consultant shall provide the results of such annual audits to County.

12.3 Records Disclosure. Consultant shall, during normal business hours and as often as any agent of the County, state or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement, including records to verify the consistent application of quality assurance processes. Consultant acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of the Consultant associated with this Agreement.

12.4 Program Income Reporting. In the event that any activities conducted pursuant to the terms of this Agreement generate income to Consultant, Consultant shall report that income to the County for directions as to its disposition in accordance with instructions received by the County from the State of California. Consultant agrees to comply with any instructions it receives from County in this regard. In the event Consultant receives any compensatory credits and refunds, for which County has previously reimbursed Consultant, then Consultant shall remit such compensatory credits and refunds to the County.

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

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

TO: COUNTY:

Attention: Probation Administration
Sonoma County Probation Department
600 Administration Drive, #104J
Santa Rosa, CA 94503

TO: CONSULTANT:

Seneca Family of Agencies
2275 Arlington Dr.

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

14. Miscellaneous Provisions.

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

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

14.3 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.

14.4 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.

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

14.6 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.

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

14.8. 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.

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

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

CONSULTANT: _____

By: _____

Name: _____

Title: _____

Date: _____


COUNTY: COUNTY OF SONOMA

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

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By:  _____
County Counsel

Date: 4-29-28

**EXHIBIT A
SCOPE OF WORK**

Program Overview

The goal of Seneca’s KKIS program is to improve school attendance for referred students through the provision of highly collaborative and individualized case management services. Through screening and assessment services structured around the three streams of Unconditional Care (relational, behavioral, and ecological), KKIS case managers will craft individualized action plans in partnership with students, families, and key stakeholders that link students and families to appropriate support services, improve students’ social-emotional well-being, and address family functioning in order to dismantle the barriers to positive school attendance.

Additionally, through coordinated efforts with multi-system partners—including data sharing and evaluation practices—case managers will strive to identify and address global drivers of truancy within the KKIS school sites and communities of referred students. Case managers will do this primarily by supporting the recommendations of school climate surveys and/or by collaborating with school/district leaders at their assigned sites.

Program Staffing

Seneca will deliver services with a core staff of case managers as outlined below and in accordance with the attached Fee Schedule (Exhibit B):

Year	CY2018	CY2019	CY2020
Annual FTE	1.0 FTE	3.0 FTE	1.25 FTE
Number of Case Managers	2	3	3

Leadership and program support will be provided by the Regional Executive Director, a program supervisor, and a case/program assistant. Case manager positions will be filled upon contract award by staff with, at minimum, a bachelor’s degree and direct experience in social services and collaborative case management. Seneca will make every effort to include the KKIS Program Manager or other designated Sonoma County Probation representative throughout the hiring process.

Seneca’s HR Department will strive to recruit staff from the communities where enrolled youth and their caregivers live. All job candidates will undergo a thorough screening and interview process, which ensures that each candidate has the experience and qualifications required for the job, and that their ideals, judgment, and attitude are aligned with the vision and values of the agency. Seneca will ensure that all initial case managers will be hired and prepared to commence services with the start of the new school year in July 2018 to the best of their ability.

Exhibit A: Scope of Work continued

KKIS services will be covered by backup personnel from other Seneca programs within Sonoma County during times of KKIS staff transition or illness.

Key Elements of Program Components

Student/family involvement

Case managers will use assertive engagement strategies with students and families in each phase of the intervention process. KKIS case managers will work with families, providing parent education, modeling, coaching, supportive problem solving, and family communication guidance in an effort to improve family functioning and reinforcement of school objectives in the home setting.

Case managers will ensure the student and relevant family members (and/or their natural supports) are active participants on the Individual Student Attendance Teams. Family voice and choice will be highly valued and guide the team to relevant and culturally appropriate interventions.

Flexible/comprehensive approach

Seneca will provide program services that are flexible and broad enough to adapt to the differing resources, needs, and values of the schools and individuals served. Case managers will work flexible schedules that enable them to make school and home visits in the County's urban and rural communities at any time during the day or evening, including weekends and school or work holidays.

Supportive context

Case managers will be co-located both at their agency site and their assigned school sites to prevent services from being provided in isolation. Case managers will work to ensure that service activities are multi-system informed, coordinated, and sustainable.

Collaboration

Case managers will facilitate a collaboratively driven service planning process that will provide the best possible match between student and family needs and the services and supports that will help them meet those needs. Individual Student Attendance Team meetings for program participants will be led by the case manager and include collaboration between the student, family, schools, and community resources/agencies to identify and plan for strategic interventions to target root causes of a student's school absenteeism. Case managers will bring together relevant individuals from the student's school and personal life to facilitate the development of common goals and to help streamline the efforts to support the student in regularly attending school.

Case managers will also collaborate with school staff and KKIS program partners in providing technical assistance to support school/districtwide climate and attendance management systems.

Cultural Responsiveness

Exhibit A: Scope of Work continued

Seneca staff members will receive initial and ongoing training in cultural humility aligned with current Seneca cultural competency training practices. All services will build on student and family strengths and will be consistent with family's culture and values.

To the greatest extent possible, each referred student/family will be matched with a case manager who is culturally reflective and/or compatible, in terms of language, ethnicity, gender, personal experience, interests, and/or other relevant characteristics.

All program brochures, intake and consent forms, and other documents will be made available in Spanish and any other languages requested by partner schools and youth/families. If the linguistic needs of a youth, family, or school exceed local staff capacity, bilingual staff from across the agency will be accessed as needed. When necessary, Seneca will utilize Language People interpretation/translation services.

Rigorous and continual assessment

Case managers will be trained in expected program outcomes and given the tools to monitor progress with their individual students through access to school Student Information Systems and/or data calculation tools in the program data management system. Case managers will utilize these tools on a regular basis and be focused on achieving program outcomes by performing all duties with fidelity.

Crisis Intervention and Stabilization

Case managers will collaborate with the student, family members, and any key stakeholders (probation officer, child welfare worker, etc.) to identify any immediate safety issues, current crises, or crises they anticipate in the near future. If there are concerns that require immediate attention, the case manager will work with the student, family, and stakeholders to develop an immediate Safety Plan that details a structured response for maintaining the stability and security of the student.

Case Management Services

Case management services will be modeled on the intensive case management and individualized planning services of Wraparound, the three-streamed (relational, behavioral, and ecological) informed assessments and interventions of Unconditional Care (UC), and the supportive counseling approach of Motivational Interviewing. Seneca will bring together an expertise in these three treatment models and a sophisticated understanding of working within school systems, delivering unique and innovative case management services that will address factors contributing to truancy.

Students enrolled into the KKIS program will receive an average of three months of service, depending upon demonstrated need and input of all relevant stakeholders. Services will be provided in the home, school, community, or Seneca office, as appropriate and convenient for the family. Case managers will carry an average caseload of 15 students/families. Case managers will provide a minimum of 1.5 hours of direct services biweekly to each student/family. Case managers will be able to travel to students' homes, in addition to being present at school sites in order to assist with

Exhibit A: Scope of Work continued

monitoring attendance, facilitating service planning meetings, and implementing school-based service activities.

The case management services program model consists of three phases that are described below:

1. *The Engagement Phase*

The Engagement Phase begins immediately after the student has been referred to program services. Key activities of the Engagement Phase include the following:

- Within 36 hours of receiving a referral, a case manager or the program supervisor contacts the referring party to review goals for service and verify qualifications for service.
- Within three days of receiving a referral, a case manager gives the student/family the opportunity to establish face-to-face contact with the case manager at a location/time preferred by the family.
- Case managers explain the nature of KKIS services in the preferred language(s) spoken by the family and student and establish the family and student's consent to participate in the voluntary services of the KKIS program.
- Case managers complete an initial screening of the student and family, assessing the student's barriers to school attendance across the three streams of Unconditional Care (relational, behavioral, and ecological) and utilizing the KKIS Needs Assessment, the student's risk of entering the justice system, and the strengths of the student and family.
- Case managers, in partnership with the student and family, create a time-limited Initial Action Plan, outlining clear and measurable goals that promote improved attendance and support the well-being of the student.
- Case managers, in partnership with the student and family, identify Student Attendance Team members—such as school administrators, teachers, natural supports, community agency representatives, etc.—that will (1) review and clarify information shared through the initial meeting; (2) establish consensus on the individual goals for the participant; and (3) develop steps for achieving the attendance goals for the student.

2. *The Action Phase*

The Action Phase begins with the first Student Attendance Team meeting and the implementation of the Initial Action Plan. Activities that case managers use to advance students' individualized action plans and improve school attendance include:

- Assisting students and families in navigating the educational and or social systems with which they are involved. This may include explaining the school/district's truancy policy and attending truancy court with the student and family.
- Providing linkage to resources and services that may help the student and family address correlates of truancy, such as educational, mental health, legal, and transportation services.
- Coordinating and facilitating service planning meetings, including establishing and

Exhibit A: Scope of Work continued

communicating locations and times and sharing student and family progress with Student Attendance Team members. Student Attendance Team meetings are held monthly in order to monitor student progress. Additionally, case managers hold weekly or biweekly meetings with families, depending upon need.

- Supporting and monitoring student attendance, which may include frequent contact with school site personnel and the provision of student transportation.
- Building the natural support systems for students and families through increased identification of and connection to engagement activities within the school, community, and home.
- Maintaining unwavering compassion, curiosity, and concern for the well-being of students and their families that communicates a dedication to and belief in the student and family's strengths and ability to succeed.

3. The Transition Phase

The transition phase begins when the Student Attendance Team decides program services will soon be no longer needed. During the Transition Phase the case manager prepares a portfolio for the student, family, and Student Attendance Team members that includes the following:

- Descriptions of the activities and services that were completed during involvement in the program
- The student's and family's strengths and accomplishments
- Lessons learned about strategies that worked as well as those that did not
- A plan for sustaining accomplishments, including contact numbers for obtaining assistance in the future

School and Districtwide Services

Seneca staff will provide technical assistance to partner schools and districts as they seek to improve their own attendance and school climate systems. Technical assistance will be focused on supporting the implementation of the recommendations of the KKIS supported school/districtwide climate assessments. Thus, case managers will participate in all relevant meetings and workshops as they relate to the school/districtwide climate assessments at their assigned sites.

Data Collection/Reporting

Seneca will utilize a data management system of Probation's choosing to collect referral, service, and outcome data. Examples of information collected and stored include: attendance, behavior, and grade records from school records; program referral information; interventions; identified goals; the needs assessments; student and family contacts; etc.

Additionally, Seneca staff and case managers will participate in and support all evaluation activities as required by the evaluation plan and identified during the program development phase of programing. Seneca will be invited to participate in all program development activities relevant to their services.

Exhibit A: Scope of Work continued

Quality Assurance

Case managers will be supervised and evaluated by their agency staff. Weekly individual and group supervision sessions will be conducted by their immediate supervisor. Individual supervisions will be conducted as often as possible at the school sites served by the case managers.

Case managers will receive ongoing training in Wraparound, Unconditional Care, and Motivational Interviewing through Seneca's Department of Strategic Initiatives and Performance Improvement (SIAP). Seneca's Quality Assurance Department and SIAP Department will collaborate with the KKIS program to ensure accurate EBP data collection, tracking, and reporting.

Case managers will maintain timely and accurate records so program staff can perform frequent fidelity checks on program implementation.

Geographic Service Area

Students and families who reside in all regions of Sonoma County can be served by this agreement.

EXHIBIT B
BUDGET & FEE SCHEDULE

The following three charts outline cost of services and encompasses all program delivery costs. A list of the tasks to be completed, an estimate of time and rates associated with each task are included. Consultant will bill in regular intervals agreed upon during program development.

Line Item				Total
A. Personnel	<i>Basis</i>	<i>Time Commitment for 3 years</i>	<i>Annual Salary</i>	Total
Program Director	Year	0.1 FTE	\$78,260	\$7,248
Program Supervisor	Year	0.7 FTE	\$57,668	\$38,239
Case Manager #1	Year	1 FTE	\$43,285	\$57,668
Case Manager #2	Year	1 FTE	\$43,285	\$86,502
Case Manager #3	Year	1 FTE	\$43,285	\$86,502
Case Assistant	Year	0.7 FTE	\$47,029	\$33,670
			Total	\$309,829
B. Fringe Benefits		<i>Base</i>	<i>Rate</i>	Total
Program Director		\$7,248	0.26	\$1,884.48
Program Supervisor		\$38,239	0.26	\$9,942.14
Case Manager #1		\$57,668	0.26	\$14,993.68
Case Manager #2		\$86,502	0.26	\$22,490.52
Case Manager #3		\$86,502	0.26	\$22,490.52
Case Assistant		\$33,670	0	\$0.00
			Total	\$71,801
C. Travel				\$11,050
D. Equipment				\$0
E. Supplies				
Office Supplies				\$900
			Total	\$900
F. Construction				\$0
G. Consultants/Contracts				\$0
H. Other				
Telephone				\$3,150
Conference training fees				\$1,165
			Total	\$4,315
Total Direct Cost				\$397,895
I. Indirect Costs				\$50,992
Total Subaward				\$448,887

Seneca Family of Agencies – Budget Narrative

A. Personnel

Includes yearly salaries for case management and technical assistance services from Seneca Family of Agencies This includes case managers to provide case management, a case assistant to aid case managers, and a program director and program supervisor to oversee the case managers.

B. Fringe Benefits

Fringe benefits are calculated at 26% and includes medical, dental, vision, vacation and sick time. Fringe benefits are not provided for case assistants.

C. Travel

Mileage is included at \$11,050 for the entire length of the project. Mileage is based on GSA rates. Staff travel will include travel throughout California to follow up students assigned to KKIS.

D. Equipment

N/A

E. Supplies

Supply costs include basic office supplies such as pens, notepads, markers and accessories (e.g., phone headsets and Mac adapters) for \$897 across the span of the project.

F. Construction

N/A

G. Consultants

N/A

H. Other

The project also includes \$3,150 in telephone costs and \$1,165 in conference and training fees. These conference and training fees cover professional development trainings required by Seneca Family Agency for their staff.

I. Indirect Costs

Indirect costs are calculated at 14%.

Exhibit C
County of Sonoma Insurance Requirements Template #4

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

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

Workers Compensation and Employers Liability Insurance

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

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

General Liability Insurance

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

performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

Automobile Liability Insurance

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

Professional Liability/Errors and Omissions Insurance

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

Standards for Insurance Companies

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

Documentation

- a. The Certificate of Insurance must include the following reference: Sonoma County Probation, Keeping Kids in School Initiative.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

The name and address for Additional Insured endorsements and Certificates of Insurance is:

Juvenile Probation - Department B
7425 Rancho Los Guillicos Road
Santa Rosa, CA 95409

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

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

Material Breach

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

EXHIBIT D
Juvenile Probation Fingerprinting Procedure for Community Based Organizations

Any individual who may provide services, under this Agreement, or who otherwise has one-on-one contact with juveniles that County has referred to Consultant, must be fingerprinted as required by the County Probation Department guidelines. Accordingly, each individual must follow the procedures below:

1. Community Based Organization (CBO) contact will submit Direct Service Staff Roster to Probation contact, prior to contacting Probation HR Administrative Aide. This roster is the tool to communicate additions and deletions of CBO staff.
2. Prior to having livescan fingerprints taken, the individual will complete the “Agreement to Background Check” form (on the following page) and submit it to the Probation Administrative Aide or HR Liaison. Forms may be faxed to 565-2503.
3. CBO staff-member will contact the Probation HR, at 565-2798 or 565-4591 to begin the fingerprinting process and to receive instructions on scheduling the fingerprinting appointment.
4. CBO Staff-member will return the fingerprint form to the Probation Department following the appointment.
5. When background results have been determined, Probation HR Liaison will notify Probation contact. The Probation contact will notify CBO contact of background results.

Agreement to Background Check

I, _____, understand that I have a right to privacy guaranteed by the Constitution of the State of California. I further understand that in order for me to be considered for assignment to work with/provide services to clients of the Sonoma County Probation Department (Probation), it is necessary that a background check be run on me by Probation. I hereby consent and permit Probation to conduct such a background check on me. In addition, I hereby release and discharge Probation from and against any and all claims, liability, or damages that may result therefrom.

I understand that if I am assigned to perform work with Probation clients, I may come into contact with confidential and privileged documents. I further understand that in the course of being employed, I may hear privileged or confidential conversations. I agree that I will keep these conversations and documents private and confidential and will not disclose them to any person or entity unless required to do so by law.

Applicant Signature: _____ Date: _____

Witness Signature: _____ Date: _____

(Witness Signature must be completed before this form is sent to Probation HR)

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of May, 1 2018 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Community Matters (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified California non-profit corporation, experienced in the preparation of study & analysis, assessments, coaching, training, programs and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for a Developmental Study of the Keeping Kids in School Initiative.

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

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services

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

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

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, including internal quality assurance processes appropriate to ensure the service is delivered as designed, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County

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

1.4 Assigned Personnel.

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

b. All direct service personnel must be fingerprinted before performing any services under this Agreement. Consultant's employees shall follow the fingerprinting procedure set forth in "Exhibit "D", incorporated herein by this reference. County's Chief Probation Officer shall have the discretion to approve Consultant's employees for working with the clients served under this Agreement.

c. All persons assigned to perform services under this Agreement on behalf of the Consultant are subject to background investigations performed by or under the direction of the Probation Department.

d. All persons assigned to perform services under this Agreement on behalf of the Consultant must comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA) and Probation Department policies regarding PREA.

e. All licensed therapists assigned to perform services under this Agreement on behalf of Consultant shall submit copies of valid licensure from the State of California.

f. All persons assigned to perform services under this Agreement on behalf of Consultant shall submit certification of appropriate training to deliver proprietary programming.

g. Consultant shall notify the County in writing within 30 days of any change in personnel holding the positions of Executive Director or Financial Director within its organization. Consultant's failure to comply with the provisions of this Section shall be deemed a material breach of this Agreement and may result in a loss of funding and/or contract termination.

h. In the event that any of Consultant's personnel assigned to perform

services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

1.5 Access to Probation Department Facilities. Consultant shall be permitted access to Probation Department facilities for the purpose of performing the services required under this Agreement. Consultant shall ensure that persons not otherwise authorized to perform services hereunder do not enter the facilities with Consultant. Consultant agrees to comply with all Probation Department policies and procedures, and any directives issued by Probation Department staff, relating to safety and security while performing services in the facilities.

2. Payment.

For all services required and incidental costs incurred hereunder, Consultant shall be paid in accordance with the rates set forth in the estimated budget and Fee Schedule, attached hereto as Exhibit "B" and incorporated herein by this reference. The amount to be paid to Consultant for all services performed under this Agreement shall not exceed One Hundred Twenty Four Thousand and Three Hundred Dollars (\$124,300). Such amount is not an estimate or minimum guarantee of payment under the Agreement; the amount to be paid under this Agreement shall be made in accordance with the terms set forth herein.

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

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

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

2.1 Payment. All or part of this Agreement will be paid with Federal awards. As a pass-through entity, the County is required to provide certain information regarding Federal award(s) to

CFDA Title: National Institute of Justice Research, Evaluation, and Development Grants
CFDA Number: 16.560
Award Name: A Developmental Study of the Keeping Kids in School Initiative
Award Number: 2017-CK-BX-0018
Award Year: 2017
Federal Agency: Dept. of Justice, National Institute of Justice
Pass-Through Agency:

3. Term of Agreement. The term of this Agreement shall be from May 1, 2018 to December 31, 2020 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

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

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

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

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

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

by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Confidentiality Requirements. Consultant and its directors, officers, employees, agents, and subcontractors shall ensure that:

9.1 All records concerning any individual or client made or kept in connection with the administration of any provision of the services provided by this Agreement shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration of the services provided here, except as requested in writing by County or as required by law.

9.2 No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential or identifying information pertaining to any individual or client that is obtained in connection with the administration of any provision of the services provided by this Agreement, except as requested in writing by County or as required by law.

9.3 Consultant and its officers, employees, agents or subcontractors, shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives notice to the Probation Department of such court order or subpoena prior to compliance.

10. Representations of Consultant.

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

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

10.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the

General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

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

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

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

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

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

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

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

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

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

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

12. General Administration Requirements.

12.1 Fiscal Management. Consultant shall maintain a financial management system to ensure control over the use of funds received by the Consultant in accordance with generally accepted accounting principles and cost allocations and 2 CFR 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (The Super Circular).

12.2 Audit Requirement. Consultant shall conduct an annual audit with respect to all grant funds received under this Agreement in conformity with the Single Audit Act Amendments of 1996, and 2 CFR 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (The Super Circular).. Consultant shall provide the results of such annual audits to County.

12.3 Records Disclosure. Consultant shall, during normal business hours and as often as any agent of the County, state or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement, including records to verify the consistent application of quality assurance processes. Consultant acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of the Consultant associated with this Agreement.

12.4 Program Income Reporting. In the event that any activities conducted pursuant to the terms of this Agreement generate income to Consultant, Consultant shall report that income to the County for directions as to its disposition in accordance with instructions received by the County from the State of California. Consultant agrees to comply with any instructions it receives from County in this regard. In the event Consultant receives any compensatory credits and refunds, for which County has previously reimbursed Consultant, then Consultant shall remit such compensatory credits and refunds to the County.

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

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

TO: COUNTY:

Attention: Probation Administration
Sonoma County Probation Department
600 Administration Drive, #104J
Santa Rosa, CA 94503

TO: CONSULTANT:

Community Matters
120 Stony Point Road, Suite 120
P.O. Box 14816
Santa Rosa, CA 95402

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

14. Miscellaneous Provisions.

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

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

14.3 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.

14.4 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.

14.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the

contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

14.6 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.

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

14.8. 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.

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

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

CONSULTANT: _____

By: _____

Name: _____

Title: _____

Date: _____

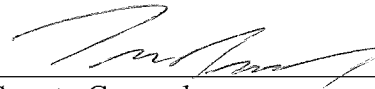
COUNTY: COUNTY OF SONOMA

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

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By:  _____
County Counsel

Date: 9-29-18

EXHIBIT A SCOPE OF WORK

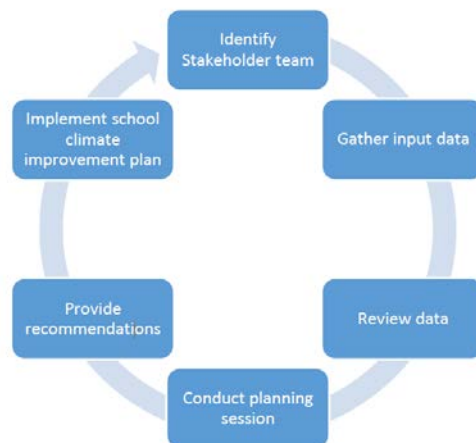
Scope of Services: Community Matters

THE COUNTY OF SONOMA (“County”) has contracted with Community Matters (“Consultant”) to perform the following services as part of the new Developmental Study of the Keeping Kids in School Initiative: conduct the Community Matters’ Whole School Climate 360 Assessment (WSC360), including program development and follow up technical assistance to eleven schools in the Cotati-Rohnert Park Unified School District between January 2018 and December 2020.

Each WSC360 Assessment process will consist of five stages (see Figure 1 below). These stages will lead to the implementation of a multi-year school/district climate improvement plans and include:

- Interviews with select administrators and staff
- A review of school/district policies, procedures, Local Control Accountability Plans (LCAPs), student handbooks, etc.
- An analysis of discipline and suspension data
- A review of programs and services currently being provided to students by the school/district and community youth-serving organizations
- Data collection and interpretation via surveys on school climate, bullying, cyber-bullying, hazing and harassment;
- Facilitation of a two-day meeting of key school/district stakeholders to review findings, explore best practices and to generate strategies and plans
- A final report consisting of school/district specific recommendations that can be effectively implemented to improve school climate, increase school safety, and reduce suspensions

Figure 1: Five Stages of WSC360 Assessment:



Consultant will include the respective Keeping Kids in School (KKIS) case managers from each site as key members of each Stakeholder Team and work with them to support the implementation of the WSC360 final report recommendations at each site.

Figure 2: Timeline of Services

Year 1: January 2018 - December 2018		
<i>Task</i>	<i>Scope of Task</i>	<i>Estimated Timeline</i>
Program Development	Consultant will work with WestEd, the County, all KKIS contracted service providers, and participating school staff to tailor the WSC360 assessment process to grant requirements and program needs	January 2018 – April 2018
Whole School Climate 360 (WSC360)	Consultant will administer the WSC360 Assessment to one pilot school	April 2018 – August 2018
Technical assistance	Consultant will provide ongoing technical assistance and booster training to the pilot school, KKIS case manager, and the County as needed	August 2018- December 2018
Year 2: January 2019 - December 2019		
<i>Task</i>	<i>Scope of Task</i>	<i>Estimated Timeline</i>
Whole School Climate 360 (WSC360)	Consultant will administer the WSC360 Assessment to one pilot school	April 2018 – August 2018
Technical assistance	Consultant will provide ongoing technical assistance and booster training to the pilot school, KKIS case manager, and the County as needed	August 2018- December 2018
Year 3: January 2020 - December 2020		
<i>Task</i>	<i>Scope of Task</i>	<i>Estimated Timeline</i>
Whole School Climate 360 (WSC360)	Consultant will administer the WSC360 Assessment to one pilot school	April 2018 – August 2018
Technical assistance	Consultant will provide ongoing technical assistance and booster training to the pilot school, KKIS case manager, and the County as needed	August 2018- December 2018

**EXHIBIT B
BUDGET & FEE SCHEDULE**

Budget & Fee Schedule: Community Matters

The following three charts outline cost of services and encompasses all program delivery costs. A list of the tasks to be completed, an estimate of time and rates associated with each task are included. Consultant will bill in regular intervals agreed upon during program development.

Community Matters Whole School Climate 360 Assessment Budget 3 Years: 2018, 2019 2020			
A. Personnel	Time Commitment (days)	Rate (\$/day)	Total
Executive Director	55	480	26,400
Director Training and Program Development	55	300	16,500
Program Coordinator	32	200	6,400
Administrative Coordinator	20	200	4,000
Finance Director	10	300	3,000
	Personnel Total	Total	56,300
B. Fringe	Total Salary		Total
Fringe Benefits at 18%	10134		10,134
C. Travel			
Mileage @ federal rate	.545 cents per mile		1,962
12 sites x 6 trips per site			
50 miles round trip		Total	1,962
D. Equipment		Total	0
E. Supplies		Total	9,604
F. Construction		Total	0
G. Contractual			35,000
Independent Consultant		Total	35,000
H. Other		Total	
Total Direct Charges		Total	113,000
Indirect Rate @10%		Total	11,300
Total		Total	124,300

BUDGET NARRATIVE
Community Matters' Whole School Climate 360 Assessment
3-Year Plan – 2018, 2019 and 2020
Federal Budget Categories
A to I

A. PERSONNEL

Covers cost of Community Matters' personnel deliver the Whole School Climate 360 (WSC360) Assessment to 12 schools over a 3-year. The WSC360 Assessment is a comprehensive, school or district-wide assessment and analysis process that identifies strengths, gaps and weaknesses in a district's or school's climate improvement efforts and/or LCAP plans. Part of the project includes a facilitated two-day planning meeting (for each site) with district or school stakeholders to review findings, explore best practices and to generate strategies, plans and action steps for climate improvement.

The cost includes 5 key staff; Executive Director, Director of Training and Program Development, Program Coordinator, Administrative Coordinator and the Finance Director.

B. FRINGE BENEFITS

Regular employees receive earned leave, e.g., holidays, vacations, sick leave, etc. Benefits include worker's compensation, unemployment tax, FICA, retirement, medical/dental stipend.

C. TRAVEL

Covers cost of staff and Independent Consultant to travel to and from the sites for delivery of the Whole School Climate 360 Assessment service. Mileage is paid at the Federal Rate of .545 cents per mile.

D. EQUIPMENT

None

E. SUPPLIES

Covers cost of materials including reports, facilitation materials and tech assistance.

F. CONSTRUCTION

None

G. CONSULTANTS/CONTRACTUAL

Includes cost of Independent Consultant to help deliver, facilitate and provide analysis reports for the Whole School Climate 360 Assessment Service to 12 schools over a 3 year period of time.

H. OTHER

None

I. INDIRECT RATE

Calculated at 10% of the total 1 cost to provide the Whole School Climate 360 Assessment Service to 12 schools over a 3 year period of time. Cost pool includes Board/Board support, the Executive Director's Office, Resource Development, Communications, Contracts, and Accounting/Finance Services.

Total budgeted contract costs for the term are \$124,300 (One Hundred Twenty-Four Thousand and Three Hundred Dollars).

Exhibit C

County of Sonoma Insurance Requirements Template #4

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

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

Workers Compensation and Employers Liability Insurance

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

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

General Liability Insurance

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

performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

Automobile Liability Insurance

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

Professional Liability/Errors and Omissions Insurance

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

Standards for Insurance Companies

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

Documentation

- a. The Certificate of Insurance must include the following reference: Sonoma County Probation, Keeping Kids in School Initiative.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

The name and address for Additional Insured endorsements and Certificates of Insurance is:

Juvenile Probation - Department B
7425 Rancho Los Guilicos Road
Santa Rosa, CA 95409

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

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

Material Breach

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

EXHIBIT D
Juvenile Probation Fingerprinting Procedure for Community Based Organizations

Any individual who may provide services, under this Agreement, or who otherwise has one-on-one contact with juveniles that County has referred to Consultant, must be fingerprinted as required by the County Probation Department guidelines. Accordingly, each individual must follow the procedures below:

1. Community Based Organization (CBO) contact will submit Direct Service Staff Roster to Probation contact, prior to contacting Probation HR Administrative Aide. This roster is the tool to communicate additions and deletions of CBO staff.
2. Prior to having livescan fingerprints taken, the individual will complete the “Agreement to Background Check” form (on the following page) and submit it to the Probation Administrative Aide or HR Liaison. Forms may be faxed to 565-2503.
3. CBO staff-member will contact the Probation HR, at 565-2798 or 565-4591 to begin the fingerprinting process and to receive instructions on scheduling the fingerprinting appointment.
4. CBO Staff-member will return the fingerprint form to the Probation Department following the appointment.
5. When background results have been determined, Probation HR Liaison will notify Probation contact. The Probation contact will notify CBO contact of background results.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT
FOR
KEEPING KIDS IN SCHOOL SERVICES**

The Sonoma County Probation Department (Probation) and Cotati-Rohnert Park Unified School District (School District) hereby enter into this Memorandum of Understanding (MOU) for the purpose of outlining the roles and responsibilities of each respective agency pertaining to Keeping Kids in School (KKIS) services.

KKIS is a student engagement/juvenile delinquency prevention program that combines school/districtwide attendance improvement support with individualized case management services to K-12 students exhibiting a pattern of chronic absenteeism and their families. Though service contracts are administered by Probation, the students served by this project will rarely be involved with the juvenile justice system, with the exception of some students involved in Truancy Court.

1. Responsibilities of School District:

A. Collaboration and Oversight. School District must be represented and participate meaningfully at all KKIS program and school site meetings, and must work together with project partners to continuously improve the implementation of KKIS services. Designated staff from School District must actively participate in and take responsibility for the development/refinement of KKIS policies and procedures, supervision of staff, and oversight of KKIS daily operations at their School District sites.

B. Program Services.

a. *Case Management.* Community Based Organizations (CBOs) will provide case managers who will assertively engage, assess, and provide access to case management services for students and families to help strengthen their connection to school. School Districts must be prepared to work collaboratively with KKIS case managers to provide coordinated services to families of students experiencing attendance problems, including identifying students and families in need of KKIS case management, referring families to KKIS, and participating in collaborative case management activities. KKIS case managers will be sufficiently trained and possess direct experience in social services provisions including collaborative case management. Key duties of CBO case managers, all of which assume voluntary participation on the part of the family, include:

- Establish face-to-face contact with family within three days of referral.
- Meet with the family and student in their home or another location that helps facilitate successful engagement.

- Assertively and effectively engage students and families from diverse backgrounds, employing culturally competent/culturally sensitive strategies.
 - Establish consent to participate in voluntary services and share information between project partners as needed for case coordination and evaluation purposes.
 - Provide initial screening, including assessment of family strengths, barriers to school attendance, and risk of entering the justice system.
 - Create a time-limited service plan with clearly-defined, measurable goals based upon student and family assessments.
 - Assist students and families in navigating complex social service and educational systems with the goals of problem-solving, skill building and engagement in services.
 - Connect student and family to resources and services that effectively address predictors and correlates of truancy.
 - Provide service coordination and facilitate case planning meetings.
 - Provide student attendance monitoring and support.
 - Provide moral support and assist with connecting students and families to ongoing support systems.
 - Communicate/problem-solve with schools regarding issues such as school climate and safety that impact the referred student's attendance.
 - Document case management activities, progress toward goals, improvements in factors associated with truancy, improvements in student attendance, and related challenges and resources.
 - Provide written, strengths-based discharge summaries to both parents and schools that describe activities and services, what was accomplished, and a plan for the future.
- b. *Technical Assistance.* KKIS case managers will provide technical assistance to the School District to support a reduction in school/districtwide chronic absenteeism. School District administrators are responsible for focusing case managers on relevant ways to support in these efforts and providing guidance and oversight for these activities.
- c. *Whole School Climate 360 Assessment.* Community Matters, a local Community Based Organization, will conduct their Whole School Climate 360 Assessment (WSC360) at various schools throughout the School District during the life of this agreement. School Districts must meaningfully participate in all activities related to the WSC360.

The WSC360 is a comprehensive, school or district-wide assessment and analysis process that identifies strengths, gaps and weaknesses in a school/district's climate improvement efforts and/or LCAP plans. Community Matters provides a facilitated step by step process for key stakeholders to create a 3-year plan tailored to their school/district needs. The WSC360 Assessments include:

- Interviews with select administrators and staff;
- Review of district or school discipline policies, procedures, LCAP, student handbooks, initiatives, committee work, school or district teams, etc;
- Analysis of discipline and suspension data;

- Review of social and emotional learning (SEL) programs, and youth empowerment and engagement opportunities currently or previously provided for students;
 - Review of any surveys on school climate, bullying, cyber-bullying, hazing and harassment that have been conducted;
 - A facilitated two-day planning meeting of key district or school stakeholders to review findings, explore best practices and to generate strategies, plans and action steps for climate improvement.
- C. Physical Space.** School District will provide appropriately furnished physical space where the case manager be able to meet with students, hold attendance improvement and case management meetings, and use a phone.
- D. Information Sharing.** School District agrees to share client-specific data with project partners for the climate assessment, case coordination and evaluation purposes, in compliance with applicable statutes, pursuant to an information-sharing MOU.
- E. Fidelity.** KKIS service providers will be required to consistently apply, document and report on quality assurance processes. School District must be prepared to support these efforts by sharing information and participating in quality improvement efforts, as permitted by applicable statutes, pursuant to an information sharing MOU.
- F. Evaluation.** School District must cooperate with KKIS program evaluation activities as identified by Probation and KKIS project partners.

2. Responsibilities of Probation:

- A. Program Manager.** Probation will provide a Program Manager to facilitate partner collaboration, provide fiscal and administrative program oversight, monitor KKIS service contracts with CBOs, coordinate KKIS training, collect program data, and coordinate evaluation activities.
- B. Fiscal Management.** KKIS is supported by funds from various sources that will be managed by Probation. While sustainability of the KKIS project is a high priority, the County cannot guarantee funding for the project beyond the term of this Memorandum of Understanding.
- C. Contracted CBO Services.** Probation will contract with CBOs to provide KKIS program services.
- D. Fidelity.** Probation will monitor KKIS services for fidelity to the program model.
- E. Training.** Probation will plan and provide training to KKIS project partners as needed, which may include attendance interventions, identifying root causes of chronic absenteeism, planning for sustainability, etc.
- F. Fingerprints.** Probation shall ensure that all employees, agents and volunteers working with School District students at a KKIS school site have complied with the fingerprinting requirements of Education Code section 45125.1. Probation shall submit fingerprints for review by the Department of Justice and authorize School District to receive subsequent arrest and conviction notifications.

- G. Confidentiality.** Probation acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law relating to privacy. Probation shall ensure that all activities undertaken pursuant to this Memorandum of Understanding comply with these requirements.
- H. Information Sharing.** Probation will share client-specific data with project partners for case coordination and evaluation purposes, in compliance with applicable statutes, pursuant to an information sharing MOU.
- I. Evaluation.** Probation will collect and store data pursuant to a data-sharing MOU to evaluate KKIS processes and outcomes, and will coordinate evaluation activities with KKIS project partners.
- J. Partnership to Keep Kids in School Participation.** Probation will be represented at and participate meaningfully in The Partnership to Keep Kids in School.

3. Compensation For Services:

Neither party shall be liable to the other for any costs or expenses paid or incurred in performing services pursuant to this Memorandum of Understanding.

4. Amendments:

All changes to the body of the MOU shall be made in a signed writing upon mutual agreement of all parties.

5. Term

The effective date of this Memorandum of Understanding is from May 1, 2018 to June 30, 2020. Termination of this Memorandum of Understanding shall be in accordance with the provisions of Article 9.

6. Dispute Resolution:

If a dispute arises between Probation and School District under this MOU, Administrator from School District and the Juvenile Probation Division Director shall meet within three (3) business days to resolve the dispute. If the dispute cannot be resolved, the matter may be submitted to the Chief Probation Officer and to the School District's Superintendent for resolution.

7. Indemnification:

The parties agree to each defend, indemnify and hold harmless each other Party, and their officers, employees and agents from and against any and all liabilities or claims for injury or damages and all costs and expenses (including attorney's fees) arising out of the performance of this MOU, but only in proportion to and to the extent such liability or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of the indemnifying Party.

8. Agreement:

The parties hereto will have their duly authorized representatives execute this Memorandum of Understanding on the day, month and year below written and agree that the terms of this MOU will commence effective May 1, 2018. The MOU shall be governed by the laws of the state of California.

9. Termination:

If any party hereto experiences changes in their needs or their ability to continue the current agreement, thirty (30) days advance notice will be given prior to the cancellation of this MOU.

SCHOOL DISTRICT

Cotati-Rohnert Park Unified School District
7165 Burton Avenue
Rohnert Park, CA 94928

By: _____
Dr. Robert Haley, Superintendent

Date: _____

COUNTY: COUNTY OF SONOMA

David Koch, Chief Probation Officer
Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: 
Deputy County Counsel

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SONOMA
AND
COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT
FOR
INFORMATION SHARING**

This Memorandum of Understanding "MOU" is made and entered into this 1 day of May, 2018, in the State of California, by and between the County of Sonoma (hereinafter "County") and the Cotati-Rohnert Park Unified School District (hereinafter "School District"), collectively "the Parties."

RECITALS

Whereas, the Parties understand and agree that information sharing is essential to achieving their shared goals of enhancing the health, education, and welfare of children and their families;

Whereas, the County may from time to time fund particular programs specifically designed to help certain children achieve academic success and both County and School District have a mutual interest in evaluating the efficacy of those programs;

Whereas, from time to time the disclosure to County of pupil records may be necessary in order to assist the County in delivering, evaluating, and improving services for students served by School District;

Whereas, the Parties desire to commit to sharing information within the confines of federal and state law and commit to protecting from disclosure to third parties personally identifiable information that is confidential under state or federal law.

AGREEMENT

Now, therefore, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. This MOU includes Exhibits outlining specific data to be shared, the lead agency, planned usage, and provisions for confidentiality, all of which taken together shall constitute one agreement. Parties to this MOU will only share information as detailed in this MOU and as allowed by applicable laws and rules.

-
2. "Pupil Records" as used herein shall refer to records defined as pupil records in Section 49061 et seq. of the California Education Code or personally identifiable education records as defined in 34 C.F.R. § 99.3 et seq. Pupil Records as used herein shall not be construed to include those items excluded in the foregoing statutes and shall not be construed to include aggregated or de-identified information that has been stripped of information that would permit County to identify individual students and parents to which the information applies.
 3. Each party shall be responsible for ensuring that its data is shared, matched, exchanged or used in compliance with all applicable state and federal laws. The Parties to this MOU acknowledge and agree that data shared by School District will meet the exemption requirements of Title 34 of the Code of Federal Regulations, section 99.31 and Education Code section 49076 (a)(1)(G). School District will ensure that informed consent from the subject's parent/guardian is obtained for all confidential data which does not meet one of the above-listed exemptions.
 4. The parties acknowledge the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. sec 1232g, California Education Code section 49073-49079.7, and under provisions of state law relating to privacy. The County shall ensure that all activities undertaken pursuant to this MOU comply with these requirements.
 5. The parties agree that the programs detailed in the Exhibits do not permit personal identification of parents and students to individuals other than representatives of School Districts, County Departments or their partners that have legitimate grounds for accessing the information as outlined in the attached Exhibits. Where required, information will be shared only with informed consent of the subject of the information and the subject's parents, as applicable.
 6. Parties shall conduct data collection and analysis functions (as detailed in Exhibits) in a manner that does not permit the personal identification of parents and students associated with Pupil Records, by anyone other than the persons specifically described in the Exhibits.
 7. Confidential data furnished by any party pursuant to this MOU will be used or disclosed only as specifically provided by this MOU. Confidential data furnished by any party pursuant to this MOU shall not be disclosed for use to any person other than the authorized parties' staff who is assigned to the use of data for the purposes authorized under this MOU.
 8. The Parties agree to make a good faith effort to resolve informally any and all differences arising between them in the interpretation or performance of this MOU. If a dispute persists, either party may suggest an executive meeting for review and

resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting to review the issues and solution options. An executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this MOU shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

9. The individuals executing this MOU on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind their respective Party to the terms and conditions hereof.
10. Unless expressly agreed to in an Exhibit, neither School Districts nor County will receive any funding under this MOU. Neither party shall be liable to the other for any costs or expenses paid or incurred in performing services pursuant to this MOU.
11. This MOU may be periodically amended, as evidenced in writing and signed by all parties, to include additional parties. Additional Exhibits will accompany amendments to this MOU to detail any new information, sharing practices, or policies
12. The term of this MOU shall be from May 1, 2018 through June 30, 2020. Any party may terminate their participation in this MOU by giving the other parties thirty (30) days advance written notice of the effective date of termination.
13. School District will provide the dataset and/or electronic documentation of the datasets requested as detailed in the Exhibits.
14. County will implement data sharing practices as detailed in the Exhibits.

IN WITNESS WHEREOF, the parties have executed this MOU on the dates indicated below.

SCHOOL DISTRICT:

Cotati-Rohnert Park Unified School District
7165 Burton Avenue
Rohnert Park, CA 94928

By: _____
Dr. Robert Haley, Superintendent

Date: _____

APPROVED AS TO FORM FOR DISTRICT

By: _____
School District Legal Counsel

Date: _____

COUNTY OF SONOMA

Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

Sonoma County Human Services Department
3600 Westwind Boulevard
Santa Rosa, CA 95403

By: _____
Karen Fies, Director, Sonoma County
Human Services Department

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____
Phyllis Gallagher, Deputy County Counsel

Date: _____

**Exhibit A:
Keeping Kids in School**

Project Name: Keeping Kids in School

County Agency Lead: Probation Department

Timeframe for the analysis of the data:

Start Date: May 1, 2018

End Date: June 30, 2020

Project Overview

Keeping Kids in School (KKIS) is a student engagement/juvenile delinquency prevention program that combines school/districtwide attendance improvement support with individualized case management services to K-12 students exhibiting a pattern of chronic absenteeism and their families. Data shared under this MOU will be used for ongoing case coordination such as student assessments, action and transition planning, and referrals for services. Data will also be used to conduct program evaluation activities.

Data Shared by School District

The following data elements are necessary for ongoing case coordination and evaluation purposes. Probation will provide student name(s) and request the following data points for the student.

Data Element	Data Level	Frequency	Rationale for Using Data
Student Attendance Records	KKIS participants	As requested by case managers or Probation staff Typically ongoing collection by case managers and quarterly collection by the Probation Department	<p style="text-align: center;"><i>Case Coordination and Program Evaluation</i></p> <p>To track the historic and ongoing daily attendance of KKIS participants to determine student progress, the effectiveness of program services, and to facilitate ongoing case-coordination</p> <p>To evaluate expected participant outcomes</p>

<p>Grade Records</p>	<p>KKIS participants</p>	<p>As requested by case managers or Probation Department staff</p> <p>Typically collected twice during a reporting period: progress report and grade report (or whatever reports are typical for the student's enrolled school)</p>	<p>To track the academic history and progress of KKIS participants to determine student progress, the effectiveness of program services, and to facilitate ongoing case-coordination</p> <p>To evaluate expected participant outcomes</p>
<p>Discipline Records</p>	<p>KKIS Participants</p>	<p>As requested by case managers or Probation Department staff</p> <p>Typically collected twice during a grade reporting period</p>	<p>A data point used to measure student engagement history and progress of KKIS participants to determine student progress and effectiveness of program services and to facilitate ongoing case-coordination</p> <p>To evaluate expected participant outcomes</p>
<p>School Climate Records</p> <p>(examples: stakeholder individual interviews, focus groups, policy reviews, past school climate survey results, Local Control Accountability Plans)</p>	<p>Student School District Community</p>	<p>Collected over a 1-3 month timeframe to culminate with a 2-day school climate workshop</p>	<p>To conduct the Whole School Climate 360 Assessment</p> <p>To evaluate assessment implementation and climate progress over time</p>
<p>Available School-wide Attendance and Discipline Data</p>	<p>School</p>	<p>Collected on an ongoing basis in time intervals available via School District data collection systems</p>	<p>To inform the understanding of school-wide needs for the allocation of KKIS resources and to determine progress and effectiveness of program services</p>

			To evaluate expected participant outcomes
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Data Shared to School District

The following data elements are necessary for ongoing case coordination and evaluation purposes and authorized under Sonoma County Standing Order No. 2015 (1) issued on December 31, 2015. As stated in this Standing Order, only information that is relevant to the treatment and services available to the minor through the program will be disseminated beyond the Student Attendance Team lead (assigned case manager).

Data Element	Data Level	Frequency	Rationale for Using Data <i>Case Coordination and Program Evaluation</i>
Juvenile Case File Information	KKIS Participants	As requested by the Student Attendance Team lead (assigned case manager)	To facilitate ongoing case coordination and determine the effectiveness of program services To evaluate expected participant outcomes

Planned Usage of Data

1. Probation Department: As a grant sub-recipient in charge of fiscal and administrative oversight of the KKIS project, the Probation Department will use data to guide program oversight, development, refinement, and sustainability efforts. De-identified data will also be used for progress and summary reports.
2. KKIS Partners:
 - a. *Seneca Family of Agencies (Seneca)* – contracted with the Probation Department to provide KKIS services to School District. Data will be used by case managers and other Seneca staff to conduct day-to-day program services such as student assessments, action and transition planning, and referrals for services. Data will

also be used to assess the effectiveness of case management and school/districtwide attendance improvement strategies to refine service delivery as needed.

- b. *Sonoma County Human Services* - manages the Apricot database, a cloud-based system where KKIS case files are organized and project data collected.
 - c. *WestEd Justice and Prevention Research Center* – contracted with the Probation Department to oversee the project evaluation. Data will be collected and managed for evaluation purposes by WestEd pursuant to an evaluation MOU signed by all parties.
 - d. *Community Matters* – contracted with the Probation Department to provide the Whole School Climate 360 Assessment (WSC360) at various schools throughout the district. Data will be used to conduct the WSC360.
 - e. *KKIS Student Attendance Teams* – multi-disciplinary teams led by the case manager to support KKIS participants at the School District may use data to facilitate ongoing case coordination and determine the effectiveness of program services.
3. Other: aggregates of these data, *with all identifiers removed*, may be shared with School District, Sonoma County Board of Supervisors, members of the Shared Outcome Measurement Committee, and other local collaborative groups when deemed important and relevant for directing and developing resources, refining existing programs, and encouraging county-wide collaborations and linkages.

Provisions of Confidentiality

The Probation Department certifies that all KKIS project staff and contracted partners ensure the confidentiality of information obtained from the school districts through the following activities:

- The original copy of the data (which may be shared on a physical device such as a flashdrive) or any hard copy printout of the data must be stored in a locked drawer or file cabinet while not being referenced by case managers or other appropriate staff. Printed information that is no longer needed will be destroyed. Printouts of data from the schools or school district are not to be distributed to anyone outside of project personnel. Project personnel include Human Services Department staff who will manage the on-line database.
- All Pupil Records will be destroyed when the information is no longer needed for the purposes of this project.

- Organizational or institutional penalties for the misuse of confidential data and breach of confidentiality by staff exist, are available in writing, and are enforced.
- Specific sanctions for confidentiality violation can be imposed that include employee disciplinary action and any of the following: remedial training in confidentiality, loss of certification of competency in confidentiality, prohibition from future work with confidential data at the institution, and/or discharge.
- Users of the Apricot cloud-based database are authenticated by means of passwords or digital ID.
- Access to the Apricot cloud-based database is controlled by means of role-based authentication/access. Additionally, access to data files are restricted to specific project staff and access by non-project staff is not permitted.
- There is an audit trail that documents who, when, and for what purpose data is accessed via the Apricot cloud-based database.
- All KKIS participants and/or families sign releases of information with both Seneca Family of Agencies and the Probation Department complying with all applicable state and federal privacy laws explaining the use of student record data.
- Any security, data breach, loss or theft gets reported to School District Administrator. The School District certifies that any information shared to the school districts under this MOU will remain confidential and any and all documents obtained pursuant to this order will be destroyed upon a minor's termination or graduation from the Keeping Kids in School project.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
PETALUMA CITY SCHOOLS
FOR
KEEPING KIDS IN SCHOOL SERVICES**

The Sonoma County Probation Department (Probation) and Petaluma City Schools (School District) hereby enter into this Memorandum of Understanding (MOU) for the purpose of outlining the roles and responsibilities of each respective agency pertaining to Keeping Kids in School (KKIS) services.

KKIS is a student engagement/juvenile delinquency prevention program that combines school/districtwide attendance improvement support with individualized case management services to K-12 students exhibiting a pattern of chronic absenteeism and their families. Though service contracts are administered by Probation, the students served by this project will rarely be involved with the juvenile justice system, with the exception of some students involved in Truancy Court.

1. Responsibilities of School District:

A. Collaboration and Oversight. School District must be represented and participate meaningfully at all KKIS program and school site meetings, and must work together with project partners to continuously improve the implementation of KKIS services. Designated staff from School District must actively participate in and take responsibility for the development/refinement of KKIS policies and procedures, supervision of staff, and oversight of KKIS daily operations at their School District sites.

B. Program Services.

a. *Case Management.* Community Based Organizations (CBOs) will provide case managers who will assertively engage, assess, and provide access to case management services for students and families to help strengthen their connection to school. School Districts must be prepared to work collaboratively with KKIS case managers to provide coordinated services to families of students experiencing attendance problems, including identifying students and families in need of KKIS case management, referring families to KKIS, and participating in collaborative case management activities. KKIS case managers will be sufficiently trained and possess direct experience in social services provisions including collaborative case management. Key duties of CBO case managers, all of which assume voluntary participation on the part of the family, include:

- Establish face-to-face contact with family within three days of referral.
- Meet with the family and student in their home or another location that helps facilitate successful engagement.
- Assertively and effectively engage students and families from diverse backgrounds, employing culturally competent/culturally sensitive strategies.

- Establish consent to participate in voluntary services and share information between project partners as needed for case coordination and evaluation purposes.
- Provide initial screening, including assessment of family strengths, barriers to school attendance, and risk of entering the justice system.
- Create a time-limited service plan with clearly-defined, measurable goals based upon student and family assessments.
- Assist students and families in navigating complex social service and educational systems with the goals of problem-solving, skill building and engagement in services.
- Connect student and family to resources and services that effectively address predictors and correlates of truancy.
- Provide service coordination and facilitate case planning meetings.
- Provide student attendance monitoring and support.
- Provide moral support and assist with connecting students and families to ongoing support systems.
- Communicate/problem-solve with schools regarding issues such as school climate and safety that impact the referred student's attendance.
- Document case management activities, progress toward goals, improvements in factors associated with truancy, improvements in student attendance, and related challenges and resources.
- Provide written, strengths-based discharge summaries to both parents and schools that describe activities and services, what was accomplished, and a plan for the future.

b. *Technical Assistance.* KKIS case managers will provide technical assistance to the School District to support a reduction in school/districtwide chronic absenteeism. School District administrators are responsible for focusing case managers on relevant ways to support in these efforts and providing guidance and oversight for these activities.

C. Physical Space. School District will provide appropriately furnished physical space where the case manager be able to meet with students, hold attendance improvement and case management meetings, and use a phone.

D. Information Sharing. School District agrees to share client-specific data with project partners for the climate assessment, case coordination and evaluation purposes, in compliance with applicable statutes, pursuant to an information-sharing MOU.

E. Fidelity. KKIS service providers will be required to consistently apply, document and report on quality assurance processes. School District must be prepared to support these efforts by sharing information and participating in quality improvement efforts, as permitted by applicable statutes, pursuant to an information sharing MOU.

F. Evaluation. School District must cooperate with KKIS program evaluation activities as identified by Probation and KKIS project partners.

2. Responsibilities of Probation:

- A. Program Manager.** Probation will provide a Program Manager to facilitate partner collaboration, provide fiscal and administrative program oversight, monitor KKIS service contracts with CBOs, coordinate KKIS training, collect program data, and coordinate evaluation activities.
- B. Fiscal Management.** KKIS is supported by funds from various sources that will be managed by Probation. While sustainability of the KKIS project is a high priority, the County cannot guarantee funding for the project beyond the term of this Memorandum of Understanding.
- C. Contracted CBO Services.** Probation will contract with CBOs to provide KKIS program services.
- D. Fidelity.** Probation will monitor KKIS services for fidelity to the program model.
- E. Training.** Probation will plan and provide training to KKIS project partners as needed, which may include attendance interventions, identifying root causes of chronic absenteeism, planning for sustainability, etc.
- F. Fingerprints.** Probation shall ensure that all employees, agents and volunteers working with School District students at a KKIS school site have complied with the fingerprinting requirements of Education Code section 45125.1. Probation shall submit fingerprints for review by the Department of Justice and authorize School District to receive subsequent arrest and conviction notifications.
- G. Confidentiality.** Probation acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law relating to privacy. Probation shall ensure that all activities undertaken pursuant to this Memorandum of Understanding comply with these requirements.
- H. Information Sharing.** Probation will share client-specific data with project partners for case coordination and evaluation purposes, in compliance with applicable statutes, pursuant to an information sharing MOU.
- I. Evaluation.** Probation will collect and store data pursuant to a data-sharing MOU to evaluate KKIS processes and outcomes, and will coordinate evaluation activities with KKIS project partners.
- J. Partnership to Keep Kids in School Participation.** Probation will be represented at and participate meaningfully in The Partnership to Keep Kids in School.

3. Compensation For Services:

Neither party shall be liable to the other for any costs or expenses paid or incurred in performing services pursuant to this Memorandum of Understanding.

4. Amendments:

All changes to the body of the MOU shall be made in a signed writing upon mutual agreement of all parties.

5. Term

The effective date of this Memorandum of Understanding is from May 1, 2018 to June 30, 2020. Termination of this Memorandum of Understanding shall be in accordance with the provisions of Article 9.

6. Dispute Resolution:

If a dispute arises between Probation and School District under this MOU, Administrator from School District and the Juvenile Probation Division Director shall meet within three (3) business days to resolve the dispute. If the dispute cannot be resolved, the matter may be submitted to the Chief Probation Officer and to the School District's Superintendent for resolution.

7. Indemnification:

The parties agree to each defend, indemnify and hold harmless each other Party, and their officers, employees and agents from and against any and all liabilities or claims for injury or damages and all costs and expenses (including attorney's fees) arising out of the performance of this MOU, but only in proportion to and to the extent such liability or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of the indemnifying Party.

8. Agreement:

The parties hereto will have their duly authorized representatives execute this Memorandum of Understanding on the day, month and year below written and agree that the terms of this MOU will commence effective May 1, 2018. The MOU shall be governed by the laws of the state of California.

9. Termination:

If any party hereto experiences changes in their needs or their ability to continue the current agreement, thirty (30) days advance notice will be given prior to the cancellation of this MOU.

SCHOOL DISTRICT

Petaluma City Schools
200 Douglas Street
Petaluma, CA 94952

By: _____
Gary Callahan, Superintendent

Date: _____

COUNTY: COUNTY OF SONOMA

David Koch, Chief Probation Officer
Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By:  _____
Deputy County Counsel

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SONOMA
AND
PETALUMA CITY SCHOOLS
FOR
INFORMATION SHARING**

This Memorandum of Understanding “MOU” is made and entered into May 1, 2018, in the State of California, by and between the County of Sonoma (hereinafter “County”) and the Petaluma City Schools (hereinafter “School District”), collectively “the Parties.”

RECITALS

Whereas, the Parties understand and agree that information sharing is essential to achieving their shared goals of enhancing the health, education, and welfare of children and their families;

Whereas, the County may from time to time fund particular programs specifically designed to help certain children achieve academic success and both County and School District have a mutual interest in evaluating the efficacy of those programs;

Whereas, from time to time the disclosure to County of pupil records may be necessary in order to assist the County in delivering, evaluating, and improving services for students served by School District;

Whereas, the Parties desire to commit to sharing information within the confines of federal and state law and commit to protecting from disclosure to third parties personally identifiable information that is confidential under state or federal law.

AGREEMENT

Now, therefore, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. This MOU includes Exhibits outlining specific data to be shared, the lead agency, planned usage, and provisions for confidentiality, all of which taken together shall constitute one agreement. Parties to this MOU will only share information as detailed in this MOU and as allowed by applicable laws and rules.
2. “Pupil Records” as used herein shall refer to records defined as pupil records in Section 49061 et seq. of the California Education Code or personally identifiable

education records as defined in 34 C.F.R. § 99.3 et seq. Pupil Records as used herein shall not be construed to include those items excluded in the foregoing statutes and shall not be construed to include aggregated or de-identified information that has been stripped of information that would permit County to identify individual students and parents to which the information applies.

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8. The Parties agree to make a good faith effort to resolve informally any and all differences arising between them in the interpretation or performance of this MOU. If a dispute persists, either party may suggest an executive meeting for review and resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting to review the issues and solution options. An

executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this MOU shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

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10. Unless expressly agreed to in an Exhibit, neither School Districts nor County will receive any funding under this MOU. Neither party shall be liable to the other for any costs or expenses paid or incurred in performing services pursuant to this MOU.
11. This MOU may be periodically amended, as evidenced in writing and signed by all parties, to include additional parties. Additional Exhibits will accompany amendments to this MOU to detail any new information, sharing practices, or policies
12. The term of this MOU shall be from July 1, 2018 through June 30, 2020. Any party may terminate their participation in this MOU by giving the other parties thirty (30) days advance written notice of the effective date of termination.
13. School District will provide the dataset and/or electronic documentation of the datasets requested as detailed in the Exhibits.
14. County will implement data sharing practices as detailed in the Exhibits.

IN WITNESS WHEREOF, the parties have executed this MOU on the dates indicated below.

SCHOOL DISTRICT:

Petaluma City Schools
200 Douglas Street
Petaluma, CA 94952

By: _____
Gary Callahan, Superintendent

Date: _____

APPROVED AS TO FORM FOR DISTRICT

By: _____
School District Legal Counsel

Date: _____

COUNTY OF SONOMA

Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

Sonoma County Human Services Department
3600 Westwind Boulevard
Santa Rosa, CA 95403

By: _____
Karen Fies, Director, Sonoma County
Human Services Department

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____
Phyllis Gallagher, Deputy County Counsel

Date: _____

**Exhibit A:
Keeping Kids in School**

Project Name: Keeping Kids in School

County Agency Lead: Probation Department

Timeframe for the analysis of the data:

Start Date: July 1, 2018

End Date: June 30, 2020

Project Overview

Keeping Kids in School (KKIS) is a student engagement/juvenile delinquency prevention program that combines school/districtwide attendance improvement support with individualized case management services to K-12 students exhibiting a pattern of chronic absenteeism and their families. Data shared under this MOU will be used for ongoing case coordination such as student assessments, action and transition planning, and referrals for services. Data will also be used to conduct program evaluation activities.

Data Shared by School District

The following data elements are necessary for ongoing case coordination and evaluation purposes. Probation will provide student name(s) and request the following data points for the student.

Data Element	Data Level	Frequency	Rationale for Using Data
Student Attendance Records	KKIS participants	As requested by case managers or Probation staff Typically ongoing collection by case managers and quarterly collection by the Probation Department	<p align="center"><i>Case Coordination and Program Evaluation</i></p> <p>To track the historic and ongoing daily attendance of KKIS participants to determine student progress, the effectiveness of program services, and to facilitate ongoing case-coordination</p> <p>To evaluate expected participant outcomes</p>

<p>Grade Records</p>	<p>KKIS participants</p>	<p>As requested by case managers or Probation Department staff</p> <p>Typically collected twice during a reporting period: progress report and grade report (or whatever reports are typical for the student's enrolled school)</p>	<p>To track the academic history and progress of KKIS participants to determine student progress, the effectiveness of program services, and to facilitate ongoing case-coordination</p> <p>To evaluate expected participant outcomes</p>
<p>Discipline Records</p>	<p>KKIS Participants</p>	<p>As requested by case managers or Probation Department staff</p> <p>Typically collected twice during a grade reporting period</p>	<p>A data point used to measure student engagement history and progress of KKIS participants to determine student progress and effectiveness of program services and to facilitate ongoing case-coordination</p> <p>To evaluate expected participant outcomes</p>
<p>School Climate Records</p> <p>(examples: stakeholder individual interviews, focus groups, surveys, past school climate survey results)</p>	<p>Student School District Community</p>	<p>Collected throughout the life of this MOU as needed for evaluation purposes with PCS acting as a control group for this project</p>	<p>To evaluate participant, school, and district outcomes</p>
<p>Available School-wide Attendance and Discipline Data</p>	<p>School</p>	<p>Collected on an ongoing basis in time intervals available via School District data collection systems</p>	<p>To inform the understanding of school-wide needs for the allocation of KKIS resources and to determine progress and effectiveness of program services</p>

			To evaluate expected participant outcomes
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Data Shared to School District

The following data elements are necessary for ongoing case coordination and evaluation purposes and authorized under Sonoma County Standing Order No. 2015 (1) issued on December 31, 2015. As stated in this Standing Order, only information that is relevant to the treatment and services available to the minor through the program will be disseminated beyond the Student Attendance Team lead (assigned case manager).

Data Element	Data Level	Frequency	Rationale for Using Data <i>Case Coordination and Program Evaluation</i>
Juvenile Case File Information	KKIS Participants	As requested by the Student Attendance Team lead (assigned case manager)	To facilitate ongoing case coordination and determine the effectiveness of program services To evaluate expected participant outcomes

Planned Usage of Data

1. Probation Department: As a grant sub-recipient in charge of fiscal and administrative oversight of the KKIS project, the Probation Department will use data to guide program oversight, development, refinement, and sustainability efforts. De-identified data will also be used for progress and summary reports.
2. KKIS Partners:
 - a. *Seneca Family of Agencies (Seneca)* – contracted with the Probation Department to provide KKIS services to School District. Data will be used by case managers and other Seneca staff to conduct day-to-day program services such as student assessments, action and transition planning, and referrals for services. Data will

also be used to assess the effectiveness of case management and school/districtwide attendance improvement strategies to refine service delivery as needed.

- b. *Sonoma County Human Services* - manages the Apricot database, a cloud-based system where KKIS case files are organized and project data collected.
 - c. *WestEd Justice and Prevention Research Center* – oversees the project evaluation. Data will be collected and managed for evaluation purposes by WestEd pursuant to an evaluation MOU signed by all parties.
 - d. *KKIS Student Attendance Teams* – multi-disciplinary teams led by the case manager to support KKIS participants at the School District may use data to facilitate ongoing case coordination and determine the effectiveness of program services.
3. Other: aggregates of these data, *with all identifiers removed*, may be shared with School District, Sonoma County Board of Supervisors, members of the Shared Outcome Measurement Committee, and other local collaborative groups when deemed important and relevant for directing and developing resources, refining existing programs, and encouraging county-wide collaborations and linkages.

Provisions of Confidentiality

The Probation Department certifies that all KKIS project staff and contracted partners ensure the confidentiality of information obtained from the school districts through the following activities:

- The original copy of the data (which may be shared on a physical device such as a flashdrive) or any hard copy printout of the data must be stored in a locked drawer or file cabinet while not being referenced by case managers or other appropriate staff. Printed information that is no longer needed will be destroyed. Printouts of data from the schools or school district are not to be distributed to anyone outside of project personnel. Project personnel include Human Services Department staff who will manage the on-line database.
- All Pupil Records will be destroyed when the information is no longer needed for the purposes of this project.
- Organizational or institutional penalties for the misuse of confidential data and breach of confidentiality by staff exist, are available in writing, and are enforced.

- Specific sanctions for confidentiality violation can be imposed that include employee disciplinary action and any of the following: remedial training in confidentiality, loss of certification of competency in confidentiality, prohibition from future work with confidential data at the institution, and/or discharge.
- Users of the Apricot cloud-based database are authenticated by means of passwords or digital ID.
- Access to the Apricot cloud-based database is controlled by means of role-based authentication/access. Additionally, access to data files are restricted to specific project staff and access by non-project staff is not permitted.
- There is an audit trail that documents who, when, and for what purpose data is accessed via the Apricot cloud-based database.
- All KKIS participants and/or families sign releases of information with both Seneca Family of Agencies and the Probation Department complying with all applicable state and federal privacy laws explaining the use of student record data.
- Any security, data breach, loss or theft gets reported to School District Administrator. The School District certifies that any information shared to the school districts under this MOU will remain confidential and any and all documents obtained pursuant to this order will be destroyed upon a minor's termination or graduation from the Keeping Kids in School project.

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

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of July, 1 2018 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Seneca Family of Agencies (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified California non-profit corporation, specializing in providing early intervention and prevention services for children and families and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for the Keeping Kids in School Initiative.

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

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services

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

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

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, including internal quality assurance processes appropriate to ensure the service is delivered as designed, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release. If County

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

1.4 Assigned Personnel.

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

b. All direct service personnel must be fingerprinted before performing any services under this Agreement. Consultant's employees shall follow the fingerprinting procedure set forth in "Exhibit "D", incorporated herein by this reference. County's Chief Probation Officer shall have the discretion to approve Consultant's employees for working with the clients served under this Agreement.

c. All persons assigned to perform services under this Agreement on behalf of the Consultant are subject to background investigations performed by or under the direction of the Probation Department.

d. All persons assigned to perform services under this Agreement on behalf of the Consultant must comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA) and Probation Department policies regarding PREA.

e. All licensed therapists assigned to perform services under this Agreement on behalf of Consultant shall submit copies of valid licensure from the State of California.

f. All persons assigned to perform services under this Agreement on behalf of Consultant shall submit certification of appropriate training to deliver proprietary programming.

g. Consultant shall notify the County in writing within 30 days of any change in personnel holding the positions of Executive Director or Financial Director within its organization. Consultant's failure to comply with the provisions of this Section shall be deemed a material breach of this Agreement and may result in a loss of funding and/or contract termination.

h. In the event that any of Consultant's personnel assigned to perform

services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

1.5 Access to Probation Department Facilities. Consultant shall be permitted access to Probation Department facilities for the purpose of performing the services required under this Agreement. Consultant shall ensure that persons not otherwise authorized to perform services hereunder do not enter the facilities with Consultant. Consultant agrees to comply with all Probation Department policies and procedures, and any directives issued by Probation Department staff, relating to safety and security while performing services in the facilities.

2. Payment.

For all services required and incidental costs incurred hereunder, Consultant shall be paid in accordance with the rates set forth in the estimated budget and Fee Schedule, attached hereto as Exhibit "B" and incorporated herein by this reference. The amount to be paid to Consultant for all services performed under this Agreement shall not exceed One Million, Ninety One Thousand, and Two-Hundred Thirty Three dollars (\$1,091,233). Such amount is not an estimate or minimum guarantee of payment under the Agreement; the amount to be paid under this Agreement shall be made in accordance with the terms set forth herein.

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

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

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

3. Term of Agreement. The term of this Agreement shall be from July 1, 2018 to June 30, 2020 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

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

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors',

subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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

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

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

9. Confidentiality Requirements. Consultant and its directors, officers, employees, agents, and subcontractors shall ensure that:

9.1 All records concerning any individual or client made or kept in connection with the administration of any provision of the services provided by this Agreement shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration of the services provided here, except a requested in writing by County or as required by law.

9.2 No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential or identifying information pertaining to any individual or client that is obtained in connection with the administration of any provision of the services provided by this Agreement, except as requested in writing by County or as required by law.

9.3 Consultant and its officers, employees, agents or subcontractors, shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives notice to the Probation Department of such court order or subpoena prior to compliance.

10. Representations of Consultant.

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

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

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

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

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

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

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

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

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

10.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are

not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

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

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

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

12. General Administration Requirements.

12.1 Fiscal Management. Consultant shall maintain a financial management system to ensure control over the use of funds received by the Consultant in accordance with generally accepted accounting principles and cost allocations and 2 CFR 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (The Super Circular).

12.2 Audit Requirement. Consultant shall conduct an annual audit with respect to all grant funds received under this Agreement in conformity with the Single Audit Act Amendments

of 1996, and 2 CFR 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (The Super Circular).. Consultant shall provide the results of such annual audits to County.

12.3 Records Disclosure. Consultant shall, during normal business hours and as often as any agent of the County, state or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement, including records to verify the consistent application of quality assurance processes. Consultant acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of the Consultant associated with this Agreement.

12.4 Program Income Reporting. In the event that any activities conducted pursuant to the terms of this Agreement generate income to Consultant, Consultant shall report that income to the County for directions as to its disposition in accordance with instructions received by the County from the State of California. Consultant agrees to comply with any instructions it receives from County in this regard. In the event Consultant receives any compensatory credits and refunds, for which County has previously reimbursed Consultant, then Consultant shall remit such compensatory credits and refunds to the County.

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

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

TO: COUNTY:	Attention: Probation Administration Sonoma County Probation Department 600 Administration Drive, #104J Santa Rosa, CA 94503
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TO: CONSULTANT:	Seneca Family of Agencies 2275 Arlington Dr. San Leandro, CA 94578
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is

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

14. Miscellaneous Provisions.

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

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

14.3 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.

14.4 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.

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

14.6 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.

14.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856.

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

14.8. 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.

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

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

CONSULTANT: _____

By: _____

Name: _____

Title: _____

Date: _____


COUNTY: COUNTY OF SONOMA

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

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: 
County Counsel

Date: 4-24-18

EXHIBIT A SCOPE OF WORK

Program Overview

The goal of Seneca's KKIS program is to improve school attendance for referred students through the provision of highly collaborative and individualized case management services. Through screening and assessment services structured around the three streams of Unconditional Care (relational, behavioral, and ecological), KKIS case managers will craft individualized action plans in partnership with students, families, and key stakeholders that link students and families to appropriate support services, improve students' social-emotional well-being, and address family functioning in order to dismantle the barriers to positive school attendance.

Additionally, through coordinated efforts with multi-system partners—including data sharing and evaluation practices—case managers will strive to identify and address global drivers of truancy within the KKIS school sites and communities of referred students. Case managers will do this primarily by supporting the recommendations of school climate surveys and/or by collaborating with school/district leaders at their assigned sites.

Program Staffing

Seneca will deliver services with a core staff of case managers as outlined below and in accordance with the attached Fee Schedule (Exhibit B).

Leadership and program support will be provided by the Regional Executive Director, a program supervisor, and a case/program assistant. Case manager positions will be filled upon contract award by staff with, at minimum, a bachelor's degree and direct experience in social services and collaborative case management. Seneca will make every effort to include the KKIS Program Manager or other designated Sonoma County Probation representative throughout the hiring process.

Seneca's HR Department will strive to recruit staff from the communities where enrolled youth and their caregivers live. All job candidates will undergo a thorough screening and interview process, which ensures that each candidate has the experience and qualifications required for the job, and that their ideals, judgment, and attitude are aligned with the vision and values of the agency. Seneca will ensure that all initial case managers will be hired and prepared to commence services with the start of the new school year in July 2018 to the best of their ability.

KKIS services will be covered by backup personnel from other Seneca programs within Sonoma County during times of KKIS staff transition or illness.

Key Elements of Program Components

Student/family involvement

Case managers will use assertive engagement strategies with students and families in each phase of the intervention process. KKIS case managers will work with families, providing parent education,

Exhibit A: Scope of Work continued

modeling, coaching, supportive problem solving, and family communication guidance in an effort to improve family functioning and reinforcement of school objectives in the home setting.

Case managers will ensure the student and relevant family members (and/or their natural supports) are active participants on the Individual Student Attendance Teams. Family voice and choice will be highly valued and guide the team to relevant and culturally appropriate interventions.

Flexible/comprehensive approach

Seneca will provide program services that are flexible and broad enough to adapt to the differing resources, needs, and values of the schools and individuals served. Case managers will work flexible schedules that enable them to make school and home visits in the County's urban and rural communities at any time during the day or evening, including weekends and school or work holidays.

Supportive context

Case managers will be co-located both at their agency site and their assigned school sites to prevent services from being provided in isolation. Case managers will work to ensure that service activities are multi-system informed, coordinated, and sustainable.

Collaboration

Case managers will facilitate a collaboratively driven service planning process that will provide the best possible match between student and family needs and the services and supports that will help them meet those needs. Individual Student Attendance Team meetings for program participants will be led by the case manager and include collaboration between the student, family, schools, and community resources/agencies to identify and plan for strategic interventions to target root causes of a student's school absenteeism. Case managers will bring together relevant individuals from the student's school and personal life to facilitate the development of common goals and to help streamline the efforts to support the student in regularly attending school.

Case managers will also collaborate with school staff and KKIS program partners in providing technical assistance to support school/districtwide climate and attendance management systems.

Cultural Responsiveness

Seneca staff members will receive initial and ongoing training in cultural humility aligned with current Seneca cultural competency training practices. All services will build on student and family strengths and will be consistent with family's culture and values.

To the greatest extent possible, each referred student/family will be matched with a case manager who is culturally reflective and/or compatible, in terms of language, ethnicity, gender, personal experience, interests, and/or other relevant characteristics.

Exhibit A: Scope of Work continued

All program brochures, intake and consent forms, and other documents will be made available in Spanish and any other languages requested by partner schools and youth/families. If the linguistic needs of a youth, family, or school exceed local staff capacity, bilingual staff from across the agency will be accessed as needed. When necessary, Seneca will utilize Language People interpretation/translation services.

Rigorous and continual assessment

Case managers will be trained in expected program outcomes and given the tools to monitor progress with their individual students through access to school Student Information Systems and/or data calculation tools in the program data management system. Case managers will utilize these tools on a regular basis and be focused on achieving program outcomes by performing all duties with fidelity.

Crisis Intervention and Stabilization

Case managers will collaborate with the student, family members, and any key stakeholders (probation officer, child welfare worker, etc.) to identify any immediate safety issues, current crises, or crises they anticipate in the near future. If there are concerns that require immediate attention, the case manager will work with the student, family, and stakeholders to develop an immediate Safety Plan that details a structured response for maintaining the stability and security of the student.

Case Management Services

Case management services will be modeled on the intensive case management and individualized planning services of Wraparound, the three-streamed (relational, behavioral, and ecological) informed assessments and interventions of Unconditional Care (UC), and the supportive counseling approach of Motivational Interviewing. Seneca will bring together an expertise in these three treatment models and a sophisticated understanding of working within school systems, delivering unique and innovative case management services that will address factors contributing to truancy.

Students enrolled into the KKIS program will receive an average of three months of service, depending upon demonstrated need and input of all relevant stakeholders. Services will be provided in the home, school, community, or Seneca office, as appropriate and convenient for the family. Case managers will carry an average caseload of 15 students/families. Case managers will provide a minimum of 1.5 hours of direct services biweekly to each student/family. Case managers will be able to travel to students' homes, in addition to being present at school sites in order to assist with monitoring attendance, facilitating service planning meetings, and implementing school-based service activities.

The case management services program model consists of three phases that are described below:

1. *The Engagement Phase*

The Engagement Phase begins immediately after the student has been referred to program services. Key activities of the Engagement Phase include the following:

Exhibit A: Scope of Work continued

- Within 36 hours of receiving a referral, a case manager or the program supervisor contacts the referring party to review goals for service and verify qualifications for service.
- Within three days of receiving a referral, a case manager gives the student/family the opportunity to establish face-to-face contact with the case manager at a location/time preferred by the family.
- Case managers explain the nature of KKIS services in the preferred language(s) spoken by the family and student and establish the family and student's consent to participate in the voluntary services of the KKIS program.
- Case managers complete an initial screening of the student and family, assessing the student's barriers to school attendance across the three streams of Unconditional Care (relational, behavioral, and ecological) and utilizing the KKIS Needs Assessment, the student's risk of entering the justice system, and the strengths of the student and family.
- Case managers, in partnership with the student and family, create a time-limited Initial Action Plan, outlining clear and measurable goals that promote improved attendance and support the well-being of the student.
- Case managers, in partnership with the student and family, identify Student Attendance Team members—such as school administrators, teachers, natural supports, community agency representatives, etc.—that will (1) review and clarify information shared through the initial meeting; (2) establish consensus on the individual goals for the participant; and (3) develop steps for achieving the attendance goals for the student.

2. *The Action Phase*

The Action Phase begins with the first Student Attendance Team meeting and the implementation of the Initial Action Plan. Activities that case managers use to advance students' individualized action plans and improve school attendance include:

- Assisting students and families in navigating the educational and or social systems with which they are involved. This may include explaining the school/district's truancy policy and attending truancy court with the student and family.
- Providing linkage to resources and services that may help the student and family address correlates of truancy, such as educational, mental health, legal, and transportation services.
- Coordinating and facilitating service planning meetings, including establishing and communicating locations and times and sharing student and family progress with Student Attendance Team members. Student Attendance Team meetings are held monthly in order to monitor student progress. Additionally, case managers hold weekly or biweekly meetings with families, depending upon need.
- Supporting and monitoring student attendance, which may include frequent contact with school site personnel and the provision of student transportation.
- Building the natural support systems for students and families through increased identification of and connection to engagement activities within the school,

Exhibit A: Scope of Work continued

community, and home.

- Maintaining unwavering compassion, curiosity, and concern for the well-being of students and their families that communicates a dedication to and belief in the student and family's strengths and ability to succeed.

3. *The Transition Phase*

The transition phase begins when the Student Attendance Team decides program services will soon be no longer needed. During the Transition Phase the case manager prepares a portfolio for the student, family, and Student Attendance Team members that includes the following:

- Descriptions of the activities and services that were completed during involvement in the program
- The student's and family's strengths and accomplishments
- Lessons learned about strategies that worked as well as those that did not
- A plan for sustaining accomplishments, including contact numbers for obtaining assistance in the future

School and Districtwide Services

Seneca staff will provide technical assistance to partner schools and districts as they seek to improve their own attendance and school climate systems. Technical assistance will be focused on supporting the implementation of the recommendations of the KKIS supported school/districtwide climate assessments. Thus, case managers will participate in all relevant meetings and workshops as they relate to the school/districtwide climate assessments at their assigned sites.

Data Collection/Reporting

Seneca will utilize a data management system of Probation's choosing to collect referral, service, and outcome data. Examples of information collected and stored include: attendance, behavior, and grade records from school records; program referral information; interventions; identified goals; the needs assessments; student and family contacts; etc.

Additionally, Seneca staff and case managers will participate in and support all evaluation activities as required by the evaluation plan and identified during the program development phase of programing. Seneca will be invited to participate in all program development activities relevant to their services.

Quality Assurance

Case managers will be supervised and evaluated by their agency staff. Weekly individual and group supervision sessions will be conducted by their immediate supervisor. Individual supervisions will be conducted as often as possible at the school sites served by the case managers.

Case managers will receive ongoing training in Wraparound, Unconditional Care, and Motivational Interviewing through Seneca's Department of Strategic Initiatives and Performance Improvement

Exhibit A: Scope of Work continued

(SIAP). Seneca's Quality Assurance Department and SIAP Department will collaborate with the KKIS program to ensure accurate EBP data collection, tracking, and reporting.

Case managers will maintain timely and accurate records so program staff can perform frequent fidelity checks on program implementation.

Geographic Service Area

Students and families who reside in all regions of Sonoma County can be served by this agreement.

EXHIBIT B
BUDGET & FEE SCHEDULE

The following three charts outline cost of services and encompasses all program delivery costs. A list of the tasks to be completed, an estimate of time and rates associated with each task are included. Consultant will bill in regular intervals agreed upon during program development.

<S:\ADMIN\ANALYSTS\Grants and Contracts\Contracts\18-19 Contracts>

	FTE	July Dec 2018	FTE	Jan June 2019	FTE	July Dec 2019	FTE	Jan June 2020
Payroll								
Program Director	0.16	1,273	0.15	1,368	0.15	1,455	0.15	1,457
Program Manager	0.75	3,272	0.60	3,148	0.60	3,406	0.60	3,604
Case Manager	6.5	22,848	5.5	22,848	5.5	23,990	5.75	23,990
Total Salaries		27,393		27,364		28,851		29,051
Benefits	26%	7,122	26%	7,115	26%	7,501	26%	7,553
Allocable	14%	4,832	14%	4,827	14%	5,089	14%	5,125
Total Payroll		39,348		39,305		41,442		41,729
Hours to work budgeted		900		900		900		900
Total Case Manager FTE		6.5		5.5		5.5		5.75
Direct Hourly Rate		\$43.72		\$43.67		\$46.05		\$46.37
Total Case Manager Payroll		255,760		216,180		227,933		239,941
Case Assistant Payroll	0.45	16,292	0.45	16,077	0.45	17,322	0.45	18,795
Maintenance Salary Allocation		3,300		3,300		3,500		3,500
Total Personnel		\$275,352		\$235,557		\$248,755		\$262,236
Operations								
Contract Services		\$200		\$200		\$200		\$200
Program Support								
Office Supplies		\$1,138		\$1,138		\$1,138		\$1,141
Telephone		\$2,625		\$2,325		\$2,325		\$2,475
Postage		\$102		\$102		\$102		\$102
Conference & Training		\$300		\$300		\$300		\$300
Mileage Reimbursement		\$7,181		\$6,606		\$6,606		\$7,081
Staff Recruitment		\$1,009		\$1,009		\$1,009		\$1,009
Total Program Support		\$12,355		\$11,480		\$11,480		\$12,108
Occupancy								
Facility Interest		\$510		\$510		\$510		\$510
Utilities		\$365		\$365		\$365		\$365
Building Maintenance		\$800		\$800		\$800		\$800
Expendable Equipment		\$500		\$500		\$500		\$500
Equipment Lease		\$500		\$500		\$500		\$500
Depreciation Expense		\$474		\$474		\$474		\$474
Total Occupancy		\$3,149		\$3,149		\$3,149		\$3,149
Flex Funds								
Total Operations		\$15,704		\$14,829		\$14,829		\$15,457
Allocable on Operations		\$2,199		\$2,076		\$2,076		\$2,164
Total Expenses		\$ 293,254		\$ 252,462		\$ 265,660		\$ 279,857
				\$545,716				\$545,517

Exhibit C
County of Sonoma Insurance Requirements Template #4

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

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

Workers Compensation and Employers Liability Insurance

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

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

General Liability Insurance

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

performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

Automobile Liability Insurance

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

Professional Liability/Errors and Omissions Insurance

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

Standards for Insurance Companies

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

Documentation

- a. The Certificate of Insurance must include the following reference: Sonoma County Probation, Keeping Kids in School Initiative.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

The name and address for Additional Insured endorsements and Certificates of Insurance is:

Juvenile Probation - Department B
7425 Rancho Los Guilicos Road
Santa Rosa, CA 95409

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

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

Material Breach

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

EXHIBIT D
Juvenile Probation Fingerprinting Procedure for Community Based Organizations

Any individual who may provide services, under this Agreement, or who otherwise has one-on-one contact with juveniles that County has referred to Consultant, must be fingerprinted as required by the County Probation Department guidelines. Accordingly, each individual must follow the procedures below:

1. Community Based Organization (CBO) contact will submit Direct Service Staff Roster to Probation contact, prior to contacting Probation HR Administrative Aide. This roster is the tool to communicate additions and deletions of CBO staff.
2. Prior to having livescan fingerprints taken, the individual will complete the “Agreement to Background Check” form (on the following page) and submit it to the Probation Administrative Aide or HR Liaison. Forms may be faxed to 565-2503.
3. CBO staff-member will contact the Probation HR, at 565-2798 or 565-4591 to begin the fingerprinting process and to receive instructions on scheduling the fingerprinting appointment.
4. CBO Staff-member will return the fingerprint form to the Probation Department following the appointment.
5. When background results have been determined, Probation HR Liaison will notify Probation contact. The Probation contact will notify CBO contact of background results.

Agreement to Background Check

I, _____, understand that I have a right to privacy guaranteed by the Constitution of the State of California. I further understand that in order for me to be considered for assignment to work with/provide services to clients of the Sonoma County Probation Department (Probation), it is necessary that a background check be run on me by Probation. I hereby consent and permit Probation to conduct such a background check on me. In addition, I hereby release and discharge Probation from and against any and all claims, liability, or damages that may result therefrom.

I understand that if I am assigned to perform work with Probation clients, I may come into contact with confidential and privileged documents. I further understand that in the course of being employed, I may hear privileged or confidential conversations. I agree that I will keep these conversations and documents private and confidential and will not disclose them to any person or entity unless required to do so by law.

Applicant Signature: _____ Date: _____

Witness Signature: _____ Date: _____

(Witness Signature must be completed before this form is sent to Probation HR)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
FORESTVILLE UNION SCHOOL DISTRICT
FOR
KEEPING KIDS IN SCHOOL SERVICES**

The Sonoma County Probation Department (Probation) and Forestville Union School District (School District) hereby enter into this Memorandum of Understanding (MOU) for the purpose of outlining the roles and responsibilities of each respective agency pertaining to Keeping Kids in School (KKIS) services.

KKIS is a student engagement/juvenile delinquency prevention program that combines school/districtwide attendance improvement support with individualized case management services to K-12 students exhibiting a pattern of chronic absenteeism and their families. Though service contracts are administered by Probation, the students served by this project will rarely be involved with the juvenile justice system, with the exception of some students involved in Truancy Court.

1. Responsibilities of School District:

A. Program Support. School District agrees to contribute \$10,000 to support KKIS program implementation. This match will be provided to Probation by 12/31/18.

B. Collaboration and Oversight. School District must be represented and participate meaningfully at all KKIS program and school site meetings, and must work together with project partners to continuously improve the implementation of KKIS services. Designated staff from School District must actively participate in and take responsibility for the development/refinement of KKIS policies and procedures, supervision of staff, and oversight of KKIS daily operations at their School District sites.

C. Program Services.

a. *Case Management.* Community Based Organizations (CBOs) will provide case managers who will assertively engage, assess, and provide access to case management services for students and families to help strengthen their connection to school. School Districts must be prepared to work collaboratively with KKIS case managers to provide coordinated services to families of students experiencing attendance problems, including identifying students and families in need of KKIS case management, referring families to KKIS, and participating in collaborative case management activities. KKIS case managers will be sufficiently trained and possess direct experience in social services provisions including collaborative case management. Key duties of CBO case managers, all of which assume voluntary participation on the part of the family, include:

- Establish face-to-face contact with family within three days of referral.

- Meet with the family and student in their home or another location that helps facilitate successful engagement.
- Assertively and effectively engage students and families from diverse backgrounds, employing culturally competent/culturally sensitive strategies.
- Establish consent to participate in voluntary services and share information between project partners as needed for case coordination and evaluation purposes.
- Provide initial screening, including assessment of family strengths, barriers to school attendance, and risk of entering the justice system.
- Create a time-limited service plan with clearly-defined, measurable goals based upon student and family assessments.
- Assist students and families in navigating complex social service and educational systems with the goals of problem-solving, skill building and engagement in services.
- Connect student and family to resources and services that effectively address predictors and correlates of truancy.
- Provide service coordination and facilitate case planning meetings.
- Provide student attendance monitoring and support.
- Provide moral support and assist with connecting students and families to ongoing support systems.
- Communicate/problem-solve with schools regarding issues such as school climate and safety that impact the referred student's attendance.
- Document case management activities, progress toward goals, improvements in factors associated with truancy, improvements in student attendance, and related challenges and resources.
- Provide written, strengths-based discharge summaries to both parents and schools that describe activities and services, what was accomplished, and a plan for the future.

b. *Technical Assistance.* KKIS case managers will provide technical assistance to the School District to support a reduction in school/districtwide chronic absenteeism. School District administrators are responsible for focusing case managers on relevant ways to support in these efforts and providing guidance and oversight for these activities.

D. Physical Space. School District will provide appropriately furnished physical space where the case manager be able to meet with students, hold attendance improvement and case management meetings, and use a phone.

E. Information Sharing. School District agrees to share client-specific data with project partners for case coordination and evaluation purposes, in compliance with applicable statutes, pursuant to an information-sharing MOU.

F. Fidelity. KKIS service providers will be required to consistently apply, document and report on quality assurance processes. School District must be prepared to support these efforts by sharing information and participating in quality improvement efforts, as permitted by applicable statutes, pursuant to an information sharing MOU.

G. Evaluation. School District must cooperate with KKIS program evaluation activities as identified by Probation and KKIS project partners.

2. Responsibilities of Probation:

A. Program Manager. Probation will provide a Program Manager to facilitate partner collaboration, provide fiscal and administrative program oversight, monitor KKIS service contracts with CBOs, coordinate KKIS training, collect program data, and coordinate evaluation activities.

B. Fiscal Management. KKIS is supported by funds from various sources that will be managed by Probation. While sustainability of the KKIS project is a high priority, the County cannot guarantee funding for the project beyond the term of this Memorandum of Understanding.

C. Contracted CBO Services. Probation will contract with CBOs to provide KKIS program services.

D. Fidelity. Probation will monitor KKIS services for fidelity to the program model.

E. Training. Probation will plan and provide training to KKIS project partners as needed, which may include attendance interventions, identifying root causes of chronic absenteeism, planning for sustainability, etc.

F. Fingerprints. Probation shall ensure that all employees, agents and volunteers working with School District students at a KKIS school site have complied with the fingerprinting requirements of Education Code section 45125.1. Probation shall submit fingerprints for review by the Department of Justice and authorize School District to receive subsequent arrest and conviction notifications.

G. Confidentiality. Probation acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law relating to privacy. Probation shall ensure that all activities undertaken pursuant to this Memorandum of Understanding comply with these requirements.

H. Information Sharing. Probation will share client-specific data with project partners for case coordination and evaluation purposes, in compliance with applicable statutes, pursuant to an information sharing MOU.

I. Evaluation. Probation will collect and store data pursuant to a data-sharing MOU to evaluate KKIS processes and outcomes, and will coordinate evaluation activities with KKIS project partners.

J. Partnership to Keep Kids in School Participation. Probation will be represented at and participate meaningfully in The Partnership to Keep Kids in School.

3. Compensation For Services:

Neither party shall be liable to the other for any costs or expenses paid or incurred in performing services pursuant to this Memorandum of Understanding.

4. Amendments:

All changes to the body of the MOU shall be made in a signed writing upon mutual agreement of all parties.

5. Term

The effective date of this Memorandum of Understanding is from July 1, 2018 to June 30, 2020. Termination of this Memorandum of Understanding shall be in accordance with the provisions of Article 9.

6. Dispute Resolution:

If a dispute arises between Probation and School District under this MOU, Administrator from School District and the Juvenile Probation Division Director shall meet within three (3) business days to resolve the dispute. If the dispute cannot be resolved, the matter may be submitted to the Chief Probation Officer and to the School District's Superintendent for resolution.

7. Indemnification:

The parties agree to each defend, indemnify and hold harmless each other Party, and their officers, employees and agents from and against any and all liabilities or claims for injury or damages and all costs and expenses (including attorney's fees) arising out of the performance of this MOU, but only in proportion to and to the extent such liability or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of the indemnifying Party.

8. Agreement:

The parties hereto will have their duly authorized representatives execute this Memorandum of Understanding on the day, month and year below written and agree that the terms of this MOU will commence effective July 1, 2018. The MOU shall be governed by the laws of the state of California.

9. Termination:

If any party hereto experiences changes in their needs or their ability to continue the current agreement, thirty (30) days advance notice will be given prior to the cancellation of this MOU.

SCHOOL DISTRICT

Guerneville Elementary School District
14630 Armstrong Woods Road
Guerneville, CA 95446

By: _____
Dana Pedersen, Superintendent

Date: _____

COUNTY: COUNTY OF SONOMA

David Koch, Chief Probation Officer
Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: 
Deputy County Counsel

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SONOMA
AND
FORESTVILLE UNION SCHOOL DISTRICT
FOR
INFORMATION SHARING**

This Memorandum of Understanding "MOU" is made and entered into this [redacted] day of [redacted], 2018, in the State of California, by and between the County of Sonoma (hereinafter "County") and the Forestville Union School District (hereinafter "School District"), collectively "the Parties."

RECITALS

Whereas, the Parties understand and agree that information sharing is essential to achieving their shared goals of enhancing the health, education, and welfare of children and their families;

Whereas, the County may from time to time fund particular programs specifically designed to help certain children achieve academic success and both County and School District have a mutual interest in evaluating the efficacy of those programs;

Whereas, from time to time the disclosure to County of pupil records may be necessary in order to assist the County in delivering, evaluating, and improving services for students served by School District;

Whereas, the Parties desire to commit to sharing information within the confines of federal and state law and commit to protecting from disclosure to third parties personally identifiable information that is confidential under state or federal law.

AGREEMENT

Now, therefore, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Parties to this MOU will only share information as detailed in this MOU and any signed Exhibits as allowed by applicable laws and rules.
2. "Pupil Records" as used herein shall refer to records defined as pupil records in Section 49061 et seq. of the California Education Code or personally identifiable education records as defined in 34 C.F.R. § 99.3 et seq. Pupil Records as used herein

- shall not be construed to include those items excluded in the foregoing statutes and shall not be construed to include aggregated or de-identified information that has been stripped of information that would permit County to identify individual students and parents to which the information applies.
3. Each party shall be responsible for ensuring that its data is shared, matched, exchanged or used in compliance with all applicable state and federal laws. The Parties to this MOU acknowledge and agree that data shared by School District will meet the exemption requirements of Title 34 of the Code of Federal Regulations, section 99.31 and Education Code section 49076 (a)(1)(G). School District will ensure that informed consent from the subject's parent/guardian is obtained for all confidential data which does not meet one of the above-listed exemptions.
 4. The parties acknowledge the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. sec 1232g, California Education Code section 49073-49079.7, and under provisions of state law relating to privacy. The County shall ensure that all activities undertaken pursuant to this MOU comply with these requirements.
 5. The parties agree that the programs detailed in the Exhibits do not permit personal identification of parents and students to individuals other than representatives of School Districts, County Departments or their partners that have legitimate grounds for accessing the information as outlined in the attached Exhibits. Where required, information will be shared only with informed consent of the subject of the information and the subject's parents, as applicable.
 6. Parties shall conduct data collection and analysis functions (as detailed in Exhibits) in a manner that does not permit the personal identification of parents and students associated with Pupil Records, by anyone other than the persons specifically described in the Exhibits.
 7. Confidential data furnished by any party pursuant to this MOU will be used or disclosed only as specifically provided by this MOU. Confidential data furnished by any party pursuant to this MOU shall not be disclosed for use to any person other than the authorized parties' staff who is assigned to the use of data for the purposes authorized under this MOU.
 8. The Parties agree to make a good faith effort to resolve informally any and all differences arising between them in the interpretation or performance of this MOU. If a dispute persists, either party may suggest an executive meeting for review and resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting to review the issues and solution options. An
-

executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this MOU shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

9. The individuals executing this MOU on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind their respective Party to the terms and conditions hereof.
10. Unless expressly agreed to in an Exhibit, neither School Districts nor County will receive any funding under this MOU. Neither party shall be liable to the other for any costs or expenses paid or incurred in performing services pursuant to this MOU.
11. This MOU may be periodically amended, as evidenced in writing and signed by all parties, to include additional parties or outline additional projects. A written, signed Exhibit outlining specific data to be shared, the lead agency, planned usage, and provisions for confidentiality, will constitute an addendum to this MOU.
12. The term of this MOU shall be from July 1, 2018 through June 30, 2028. Any party may terminate their participation in this MOU by giving the other parties thirty (30) days advance written notice of the effective date of termination.
13. School District will provide the dataset and/or electronic documentation of the datasets requested as detailed in the Exhibits.
14. County will implement data sharing practices as detailed in the Exhibits.

IN WITNESS WHEREOF, the parties have executed this MOU on the dates indicated below.

SCHOOL DISTRICT NAME:

Forestville Union School District
6321 Highway 116
Forestville, CA 95436

By: _____
Phyllis Parisi, Superintendent

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____
Phyllis Gallagher, Deputy County Counsel

Date: _____

COUNTY OF SONOMA

Sonoma County Department of Health Services
3313 Chanate Road
Santa Rosa, CA 95401

By: _____
Barbie Robinson, Director, Sonoma County
Department of Health Services

Date: _____

Sonoma County Human Services Department
3600 Westwind Boulevard
Santa Rosa, CA 95403

By: _____
Karen Fies, Director, Sonoma County Human
Services Department

Date: _____

Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

Exhibit: Keeping Kids in School Information-Sharing

This Exhibit: Keeping Kids in School Information-Sharing (“Exhibit”) is issued under the Memorandum of Understanding (“MOU”) between the County of Sonoma (“County”) and the Forestville Union School District (“School District”) that the County executed on [REDACTED] regarding information sharing. Together, with the terms of the MOU, this Exhibit govern the conduct of information sharing for the project.

Project Name: Keeping Kids in School

County Agency Lead: Probation Department

Timeframe for the analysis of the data:

Start Date: July 1, 2018 End Date: June 30, 2020

Project Overview

Keeping Kids in School (KKIS) is a student engagement/juvenile delinquency prevention program that combines school/districtwide attendance improvement support with individualized case management services to K-12 students exhibiting a pattern of chronic absenteeism and their families. Data shared under this MOU will be used for ongoing case coordination such as student assessments, action and transition planning, and referrals for services. Data will also be used to conduct program evaluation activities.

The expected KKIS program outcomes are outlined below:

Participant Goals

1. Reduction in the incidence of school absence and truancy for at risk students in Sonoma County;
2. Increase in student and parent engagement with school;
3. Improvements in participant educational outcomes;
4. Improvements in the functioning of participant families; and
5. Reductions in participant involvement in criminal activity.

Community Goals

1. Reduction of negative impacts upon community that result from chronic absence and truancy;
2. School districts experience increased revenue as a result of reduced student absence;
3. Increased school district revenue provides for sustainability of chronic absence/truancy prevention efforts.

Data Shared by School District

The following data elements are necessary for ongoing case coordination and evaluation purposes. Probation Department will provide student name(s) and request the following data points for the student.

Data Element	Data Level	Frequency	Rationale for Using Data <i>Case Coordination</i>	Rationale for Using Data <i>Evaluation</i>
Student Attendance Records	KKIS participants	As requested by case managers or Probation Department staff Typically ongoing collection by case managers and quarterly collection by the Probation Department	To track the historic and ongoing daily attendance of KKIS participants to determine student progress, the effectiveness of program services, and to facilitate ongoing case-coordination	To evaluate the following expected participant outcome: <i>Reduction in the incidence of school absence and truancy for at risk students in Sonoma County</i>
Grade Records	KKIS participants	As requested by case managers or Probation Department staff Typically collected twice during a reporting period: progress report and grade report (or whatever reports are typical for the student's enrolled school)	To track the academic history and progress of KKIS participants to determine student progress, the effectiveness of program services, and to facilitate ongoing case-coordination	To evaluate the following expected participant outcome: <i>Improvements in participant educational outcomes</i>

Data Element	Data Level	Frequency	Rationale for Using Data <i>Case Coordination</i>	Rationale for Using Data <i>Evaluation</i>
Discipline Records	KKIS Participants	As requested by case managers or Probation Department staff Typically collected twice during a grade reporting period	A data point used to measure student engagement history and progress of KKIS participants to determine student progress and effectiveness of program services and to facilitate ongoing case-coordination	To evaluate the following expected participant outcomes: <i>Increase in student and parent engagement with school</i>
Available School-wide Attendance Data	School	Collected on an ongoing basis in time intervals available via School District data collection systems	To inform the understanding of school-wide needs for the allocation of KKIS resources	To inform the evaluation of the following expected community outcome: <i>Reduction of negative impacts upon community that result from chronic absence and truancy</i> <i>School districts experience increased revenue as a result of reduced student absence</i>

Data Shared to School District

The following data elements are necessary for ongoing case coordination and evaluation purposes and authorized under Sonoma County Standing Order No. 2015 (1) issued on December 31, 2015. As stated in this Standing Order, only information that is relevant to the treatment and services available to the minor through the program will be disseminated beyond the Student Attendance Team lead (assigned case manager).

Data Element	Data Level	Frequency	Rationale for Using Data <i>Case Coordination</i>	Rationale for Using Data <i>Evaluation</i>
Juvenile Case File Information	KKIS Participants	As requested by the Student Attendance Team lead (assigned case manager)	To facilitate ongoing case coordination and determine the effectiveness of program services	To evaluate the following expected participant outcome: <i>Reductions in the participant involvement in criminal activity</i>

Planned Usage of Data

1. Probation Department: As the lead agency in charge of fiscal and administrative oversight of the KKIS project, the Probation Department will use data to guide program oversight, development, refinement, and sustainability purposes. De-identified data will also be used for progress and summary report requirements.

2. KKIS Partners:
 - a. *Seneca Family of Agencies (Seneca)* – contracted with the Probation Department to provide KKIS services to School District. Data will be used by case managers and other Seneca staff to conduct day-to-day program services such as student assessments, action and transition planning, and referrals for services. Data will also be used to assess the effectiveness of case management and school/districtwide attendance improvement strategies to refine service delivery as needed.
 - b. *Sonoma County Human Services* - manages the Apricot database, a cloud-based system where KKIS case files are organized and project data collected.
 - c. *KKIS Student Attendance Teams* – multi-disciplinary teams led by the case manager to support KKIS participants at the School District may use data to facilitate ongoing case coordination and determine the effectiveness of program services.

3. Other: aggregates of these data, *with all identifiers removed*, may be shared with the Forestville Union School District, Sonoma County Board of Supervisors, members of the Shared Outcome Measurement Committee, and other local collaborative groups when deemed important and relevant for directing and developing resources, refining existing programs, and encouraging county-wide collaborations and linkages.

Provisions of Confidentiality

The Probation Department certifies that all KKIS project staff and contracted partners ensure the confidentiality of information obtained from the school districts through the following activities:

- The original copy of the data (which may be shared on a physical device such as a flashdrive) or any hard copy printout of the data must be stored in a locked drawer or file cabinet while not being referenced by case managers or other appropriate staff. Printed information that is no longer needed will be destroyed. Printouts of data from the schools or school district are not to be distributed to anyone outside of project personnel. Project personnel include Human Services Department staff who will manage the on-line database.
- All Pupil Records will be destroyed when the information is no longer needed for the purposes of this project.
- Organizational or institutional penalties for the misuse of confidential data and breach of confidentiality by staff exist, are available in writing, and are enforced.
- Specific sanctions for confidentiality violation can be imposed that include employee disciplinary action and any of the following: remedial training in confidentiality, loss of certification of competency in confidentiality, prohibition from future work with confidential data at the institution, and/or discharge.
- Users of the Apricot cloud-based database are authenticated by means of passwords or digital ID.
- Access to the Apricot cloud-based database is controlled by means of role-based authentication/access. Additionally, access to data files are restricted to specific project staff and access by non-project staff is not permitted.
- There is an audit trail that documents who, when, and for what purpose data is accessed via the Apricot cloud-based database.
- All KKIS participants and/or families sign releases of information with both Seneca Family of Agencies and the Probation Department complying with all applicable state and federal privacy laws explaining the use of student record data.
- Any security, data breach, loss or theft gets reported to the School District's Superintendent at pparisi@forestvilleusd.org , (707) 887-2279 within 24 hours. The School District certifies that any information shared to the school districts under this MOU will remain confidential and any and all documents obtained pursuant to this order will be destroyed upon a minor's termination or graduation from the Keeping Kids in School project.

IN WITNESS WHEREOF, the parties have executed this MOU on the dates indicated below.

SCHOOL DISTRICT NAME:

Forestville Union School District
6321 Highway 116
Forestville, CA 95436

By: _____
Phyllis Parisi, Superintendent

Date:

COUNTY OF SONOMA:

Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date:

APPROVED AS TO FORM FOR COUNTY

By: _____
Phyllis Gallagher, Deputy County Counsel

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
GUERNEVILLE ELEMENTARY SCHOOL DISTRICT
FOR
KEEPING KIDS IN SCHOOL SERVICES**

The Sonoma County Probation Department (Probation) and Guerneville Elementary School District (School District) hereby enter into this Memorandum of Understanding (MOU) for the purpose of outlining the roles and responsibilities of each respective agency pertaining to Keeping Kids in School (KKIS) services.

KKIS is a student engagement/juvenile delinquency prevention program that combines school/districtwide attendance improvement support with individualized case management services to K-12 students exhibiting a pattern of chronic absenteeism and their families. Though service contracts are administered by Probation, the students served by this project will rarely be involved with the juvenile justice system, with the exception of some students involved in Truancy Court.

1. Responsibilities of School District:

- A. Program Support.** School District agrees to contribute \$10,000 to support KKIS program implementation. This match will be provided to Probation by 12/31/18.
- B. Collaboration and Oversight.** School District must be represented and participate meaningfully at all KKIS program and school site meetings, and must work together with project partners to continuously improve the implementation of KKIS services. Designated staff from School District must actively participate in and take responsibility for the development/refinement of KKIS policies and procedures, supervision of staff, and oversight of KKIS daily operations at their School District sites.
- C. Program Services.**
 - a. *Case Management.* Community Based Organizations (CBOs) will provide case managers who will assertively engage, assess, and provide access to case management services for students and families to help strengthen their connection to school. School Districts must be prepared to work collaboratively with KKIS case managers to provide coordinated services to families of students experiencing attendance problems, including identifying students and families in need of KKIS case management, referring families to KKIS, and participating in collaborative case management activities. KKIS case managers will be sufficiently trained and possess direct experience in social services provisions including collaborative case management. Key duties of CBO case managers, all of which assume voluntary participation on the part of the family, include:

- Establish face-to-face contact with family within three days of referral.
- Meet with the family and student in their home or another location that helps facilitate successful engagement.
- Assertively and effectively engage students and families from diverse backgrounds, employing culturally competent/culturally sensitive strategies.
- Establish consent to participate in voluntary services and share information between project partners as needed for case coordination and evaluation purposes.
- Provide initial screening, including assessment of family strengths, barriers to school attendance, and risk of entering the justice system.
- Create a time-limited service plan with clearly-defined, measurable goals based upon student and family assessments.
- Assist students and families in navigating complex social service and educational systems with the goals of problem-solving, skill building and engagement in services.
- Connect student and family to resources and services that effectively address predictors and correlates of truancy.
- Provide service coordination and facilitate case planning meetings.
- Provide student attendance monitoring and support.
- Provide moral support and assist with connecting students and families to ongoing support systems.
- Communicate/problem-solve with schools regarding issues such as school climate and safety that impact the referred student's attendance.
- Document case management activities, progress toward goals, improvements in factors associated with truancy, improvements in student attendance, and related challenges and resources.
- Provide written, strengths-based discharge summaries to both parents and schools that describe activities and services, what was accomplished, and a plan for the future.

b. *Technical Assistance.* KKIS case managers will provide technical assistance to the School District to support a reduction in school/districtwide chronic absenteeism. School District administrators are responsible for focusing case managers on relevant ways to support in these efforts and providing guidance and oversight for these activities.

D. Physical Space. School District will provide appropriately furnished physical space where the case manager be able to meet with students, hold attendance improvement and case management meetings, and use a phone.

E. Information Sharing. School District agrees to share client-specific data with project partners for case coordination and evaluation purposes, in compliance with applicable statutes, pursuant to an information-sharing MOU.

F. Fidelity. KKIS service providers will be required to consistently apply, document and report on quality assurance processes. School District must be prepared to support these efforts by sharing information and participating in quality improvement efforts, as permitted by applicable statutes, pursuant to an information sharing MOU.

G. Evaluation. School District must cooperate with KKIS program evaluation activities as identified by Probation and KKIS project partners.

2. Responsibilities of Probation:

A. Program Manager. Probation will provide a Program Manager to facilitate partner collaboration, provide fiscal and administrative program oversight, monitor KKIS service contracts with CBOs, coordinate KKIS training, collect program data, and coordinate evaluation activities.

B. Fiscal Management. KKIS is supported by funds from various sources that will be managed by Probation. While sustainability of the KKIS project is a high priority, the County cannot guarantee funding for the project beyond the term of this Memorandum of Understanding.

C. Contracted CBO Services. Probation will contract with CBOs to provide KKIS program services.

D. Fidelity. Probation will monitor KKIS services for fidelity to the program model.

E. Training. Probation will plan and provide training to KKIS project partners as needed, which may include attendance interventions, identifying root causes of chronic absenteeism, planning for sustainability, etc.

F. Fingerprints. Probation shall ensure that all employees, agents and volunteers working with School District students at a KKIS school site have complied with the fingerprinting requirements of Education Code section 45125.1. Probation shall submit fingerprints for review by the Department of Justice and authorize School District to receive subsequent arrest and conviction notifications.

G. Confidentiality. Probation acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law relating to privacy. Probation shall ensure that all activities undertaken pursuant to this Memorandum of Understanding comply with these requirements.

H. Information Sharing. Probation will share client-specific data with project partners for case coordination and evaluation purposes, in compliance with applicable statutes, pursuant to an information sharing MOU.

I. Evaluation. Probation will collect and store data pursuant to a data-sharing MOU to evaluate KKIS processes and outcomes, and will coordinate evaluation activities with KKIS project partners.

J. Partnership to Keep Kids in School Participation. Probation will be represented at and participate meaningfully in The Partnership to Keep Kids in School.

3. Compensation For Services:

Neither party shall be liable to the other for any costs or expenses paid or incurred in performing services pursuant to this Memorandum of Understanding.

4. Amendments:

All changes to the body of the MOU shall be made in a signed writing upon mutual agreement of all parties.

5. Term

The effective date of this Memorandum of Understanding is from July 1, 2018 to June 30, 2020. Termination of this Memorandum of Understanding shall be in accordance with the provisions of Article 9.

6. Dispute Resolution:

If a dispute arises between Probation and School District under this MOU, Administrator from School District and the Juvenile Probation Division Director shall meet within three (3) business days to resolve the dispute. If the dispute cannot be resolved, the matter may be submitted to the Chief Probation Officer and to the School District's Superintendent for resolution.

7. Indemnification:

The parties agree to each defend, indemnify and hold harmless each other Party, and their officers, employees and agents from and against any and all liabilities or claims for injury or damages and all costs and expenses (including attorney's fees) arising out of the performance of this MOU, but only in proportion to and to the extent such liability or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of the indemnifying Party.

8. Agreement:

The parties hereto will have their duly authorized representatives execute this Memorandum of Understanding on the day, month and year below written and agree that the terms of this MOU will commence effective July 1, 2018. The MOU shall be governed by the laws of the state of California.

9. Termination:

If any party hereto experiences changes in their needs or their ability to continue the current agreement, thirty (30) days advance notice will be given prior to the cancellation of this MOU.

SCHOOL DISTRICT

Guerneville Elementary School District
14630 Armstrong Woods Road
Guerneville, CA 95446

By: _____
Dana Pedersen, Superintendent

Date: _____

COUNTY: COUNTY OF SONOMA

David Koch, Chief Probation Officer
Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: 
Deputy County Counsel

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SONOMA
AND
GUERNEVILLE ELEMENTARY SCHOOL DISTRICT
FOR
INFORMATION SHARING**

This Memorandum of Understanding "MOU" is made and entered into this 1 day of July, 2018, in the State of California, by and between the County of Sonoma (hereinafter "County") and the Guerneville Elementary School District (hereinafter "School District"), collectively "the Parties."

RECITALS

Whereas, the Parties understand and agree that information sharing is essential to achieving their shared goals of enhancing the health, education, and welfare of children and their families;

Whereas, the County may from time to time fund particular programs specifically designed to help certain children achieve academic success and both County and School District have a mutual interest in evaluating the efficacy of those programs;

Whereas, from time to time the disclosure to County of pupil records may be necessary in order to assist the County in delivering, evaluating, and improving services for students served by School District;

Whereas, the Parties desire to commit to sharing information within the confines of federal and state law and commit to protecting from disclosure to third parties personally identifiable information that is confidential under state or federal law.

AGREEMENT

Now, therefore, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. This MOU includes Exhibits outlining specific data to be shared, the lead agency, planned usage, and provisions for confidentiality, all of which taken together shall constitute one agreement. Parties to this MOU will only share information as detailed in this MOU and as allowed by applicable laws and rules.
2. "Pupil Records" as used herein shall refer to records defined as pupil records in Section 49061 et seq. of the California Education Code or personally identifiable

education records as defined in 34 C.F.R. § 99.3 et seq. Pupil Records as used herein shall not be construed to include those items excluded in the foregoing statutes and shall not be construed to include aggregated or de-identified information that has been stripped of information that would permit County to identify individual students and parents to which the information applies.

3. Each party shall be responsible for ensuring that its data is shared, matched, exchanged or used in compliance with all applicable state and federal laws. The Parties to this MOU acknowledge and agree that data shared by School District will meet the exemption requirements of Title 34 of the Code of Federal Regulations, section 99.31 and Education Code section 49076 (a)(1)(G). School District will ensure that informed consent from the subject's parent/guardian is obtained for all confidential data which does not meet one of the above-listed exemptions.
4. The parties acknowledge the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. sec 1232g, California Education Code section 49073-49079.7, and under provisions of state law relating to privacy. The County shall ensure that all activities undertaken pursuant to this MOU comply with these requirements.
5. The parties agree that the programs detailed in the Exhibits do not permit personal identification of parents and students to individuals other than representatives of School Districts, County Departments or their partners that have legitimate grounds for accessing the information as outlined in the attached Exhibits. Where required, information will be shared only with informed consent of the subject of the information and the subject's parents, as applicable.
6. Parties shall conduct data collection and analysis functions (as detailed in Exhibits) in a manner that does not permit the personal identification of parents and students associated with Pupil Records, by anyone other than the persons specifically described in the Exhibits.
7. Confidential data furnished by any party pursuant to this MOU will be used or disclosed only as specifically provided by this MOU. Confidential data furnished by any party pursuant to this MOU shall not be disclosed for use to any person other than the authorized parties' staff who is assigned to the use of data for the purposes authorized under this MOU.
8. The Parties agree to make a good faith effort to resolve informally any and all differences arising between them in the interpretation or performance of this MOU. If a dispute persists, either party may suggest an executive meeting for review and resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting to review the issues and solution options. An

executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this MOU shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

9. The individuals executing this MOU on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind their respective Party to the terms and conditions hereof.
10. Unless expressly agreed to in an Exhibit, neither School Districts nor County will receive any funding under this MOU. Neither party shall be liable to the other for any costs or expenses paid or incurred in performing services pursuant to this MOU.
11. This MOU may be periodically amended, as evidenced in writing and signed by all parties, to include additional parties. Additional Exhibits will accompany amendments to this MOU to detail any new information, sharing practices, or policies
12. The term of this MOU shall be from July 1, 2018 through June 30, 2020. Any party may terminate their participation in this MOU by giving the other parties thirty (30) days advance written notice of the effective date of termination.
13. School District will provide the dataset and/or electronic documentation of the datasets requested as detailed in the Exhibits.
14. County will implement data sharing practices as detailed in the Exhibits.

IN WITNESS WHEREOF, the parties have executed this MOU on the dates indicated below.

SCHOOL DISTRICT:

Guerneville Elementary School District
14630 Armstrong Woods Road
Guerneville, CA 95446

By: _____
Dana Pedersen, Superintendent

Date: _____

APPROVED AS TO FORM FOR DISTRICT

By: _____
School District Legal Counsel

Date: _____

COUNTY OF SONOMA

Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

Sonoma County Human Services Department
3600 Westwind Boulevard
Santa Rosa, CA 95403

By: _____
Karen Fies, Director, Sonoma County
Human Services Department

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____
Phyllis Gallagher, Deputy County Counsel

Date: _____

Exhibit A:
Keeping Kids in School

Project Name: Keeping Kids in School

County Agency Lead: Probation Department

Timeframe for the analysis of the data:

Start Date: July 1, 2018

End Date: June 30, 2020

Project Overview

Keeping Kids in School (KKIS) is a student engagement/juvenile delinquency prevention program that combines school/districtwide attendance improvement support with individualized case management services to K-12 students exhibiting a pattern of chronic absenteeism and their families. Data shared under this MOU will be used for ongoing case coordination such as student assessments, action and transition planning, and referrals for services. Data will also be used to conduct program evaluation activities.

The expected KKIS program outcomes are outlined below:

Participant Goals

1. Reduction in the incidence of school absence and truancy for at risk students in Sonoma County;
2. Increase in student and parent engagement with school;
3. Improvements in participant educational outcomes;
4. Improvements in the functioning of participant families; and
5. Reductions in participant involvement in criminal activity.

Community Goals

1. Reduction of negative impacts upon community that result from chronic absence and truancy;
2. School districts experience increased revenue as a result of reduced student absence;
3. Increased school district revenue provides for sustainability of chronic absence/truancy prevention efforts.

Data Shared by School District

The following data elements are necessary for ongoing case coordination and evaluation purposes. Probation will provide student name(s) and request the following data points for the student.

Data Element	Data Level	Frequency	Rationale for Using Data <i>Case Coordination</i>
Student Attendance Records	KKIS participants	As requested by case managers or Probation staff Typically ongoing collection by case managers and quarterly collection by the Probation Department	To track the historic and ongoing daily attendance of KKIS participants to determine student progress, the effectiveness of program services, and to facilitate ongoing case-coordination
Grade Records	KKIS participants	As requested by case managers or Probation Department staff Typically collected twice during a reporting period: progress report and grade report (or whatever reports are typical for the student's enrolled school)	To track the academic history and progress of KKIS participants to determine student progress, the effectiveness of program services, and to facilitate ongoing case-coordination
Discipline Records	KKIS Participants	As requested by case managers or Probation Department staff Typically collected twice during a grade reporting period	A data point used to measure student engagement history and progress of KKIS participants to determine student progress and effectiveness of program services and to facilitate ongoing case-coordination

Available School-wide Attendance and Discipline Data	School	Collected on an ongoing basis in time intervals available via School District data collection systems	To inform the understanding of school-wide needs for the allocation of KKIS resources and to determine progress and effectiveness of program services
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Data Shared to School District

The following data elements are necessary for ongoing case coordination and evaluation purposes and authorized under Sonoma County Standing Order No. 2015 (1) issued on December 31, 2015. As stated in this Standing Order, only information that is relevant to the treatment and services available to the minor through the program will be disseminated beyond the Student Attendance Team lead (assigned case manager).

Data Element	Data Level	Frequency	Rationale for Using Data <i>Case Coordination</i>
Juvenile Case File Information	KKIS Participants	As requested by the Student Attendance Team lead (assigned case manager)	To facilitate ongoing case coordination and determine the effectiveness of program services

Planned Usage of Data

1. Probation Department: As the lead agency in charge of fiscal and administrative oversight of the KKIS project, the Probation Department will use data to guide program oversight, development, refinement, and sustainability purposes. De-identified data will also be used for progress and summary reports.
2. KKIS Partners:
 - a. *Seneca Family of Agencies (Seneca)* – contracted with the Probation Department to provide KKIS services to School District. Data will be used by case managers and other Seneca staff to conduct day-to-day program services such as student

assessments, action and transition planning, and referrals for services. Data will also be used to assess the effectiveness of case management and school/districtwide attendance improvement strategies to refine service delivery as needed.

- b. *Sonoma County Human Services* - manages the Apricot database, a cloud-based system where KKIS case files are organized and project data collected.
 - c. *KKIS Student Attendance Teams* – multi-disciplinary teams led by the case manager to support KKIS participants at the School District may use data to facilitate ongoing case coordination and determine the effectiveness of program services.
3. Other: aggregates of these data, *with all identifiers removed*, may be shared with School District, Sonoma County Board of Supervisors, members of the Shared Outcome Measurement Committee, and other local collaborative groups when deemed important and relevant for directing and developing resources, refining existing programs, and encouraging county-wide collaborations and linkages.

Provisions of Confidentiality

The Probation Department certifies that all KKIS project staff and contracted partners ensure the confidentiality of information obtained from the school districts through the following activities:

- The original copy of the data (which may be shared on a physical device such as a flashdrive) or any hard copy printout of the data must be stored in a locked drawer or file cabinet while not being referenced by case managers or other appropriate staff. Printed information that is no longer needed will be destroyed. Printouts of data from the schools or school district are not to be distributed to anyone outside of project personnel. Project personnel include Human Services Department staff who will manage the on-line database.
- All Pupil Records will be destroyed when the information is no longer needed for the purposes of this project.
- Organizational or institutional penalties for the misuse of confidential data and breach of confidentiality by staff exist, are available in writing, and are enforced.
- Specific sanctions for confidentiality violation can be imposed that include employee disciplinary action and any of the following: remedial training in confidentiality, loss of

certification of competency in confidentiality, prohibition from future work with confidential data at the institution, and/or discharge.

- Users of the Apricot cloud-based database are authenticated by means of passwords or digital ID.
- Access to the Apricot cloud-based database is controlled by means of role-based authentication/access. Additionally, access to data files are restricted to specific project staff and access by non-project staff is not permitted.
- There is an audit trail that documents who, when, and for what purpose data is accessed via the Apricot cloud-based database.
- All KKIS participants and/or families sign releases of information with both Seneca Family of Agencies and the Probation Department complying with all applicable state and federal privacy laws explaining the use of student record data.
- Any security, data breach, loss or theft gets reported to School District Administrator. The School District certifies that any information shared to the school districts under this MOU will remain confidential and any and all documents obtained pursuant to this order will be destroyed upon a minor's termination or graduation from the Keeping Kids in School project.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
SONOMA COUNTY OFFICE OF EDUCATION
FOR
KEEPING KIDS IN SCHOOL SERVICES**

The Sonoma County Probation Department (Probation) and Sonoma County Office of Education (School District) hereby enter into this Memorandum of Understanding (MOU) for the purpose of outlining the roles and responsibilities of each respective agency pertaining to Keeping Kids in School (KKIS) services.

KKIS is a student engagement/juvenile delinquency prevention program that combines school/districtwide attendance improvement support with individualized case management services to K-12 students exhibiting a pattern of chronic absenteeism and their families. Though service contracts are administered by Probation, the students served by this project will rarely be involved with the juvenile justice system, with the exception of some students involved in Truancy Court.

1. Responsibilities of School District:

- A. Program Support.** School District agrees to contribute \$5,000 to support KKIS program implementation. This match will be provided to Probation by 12/31/18.
- B. Collaboration and Oversight.** School District must be represented and participate meaningfully at all KKIS program and school site meetings, and must work together with project partners to continuously improve the implementation of KKIS services. Designated staff from School District must actively participate in and take responsibility for the development/refinement of KKIS policies and procedures, supervision of staff, and oversight of KKIS daily operations at their School District sites.
- C. Program Services.**
- a. *Case Management.* Community Based Organizations (CBOs) will provide case managers who will assertively engage, assess, and provide access to case management services for students and families to help strengthen their connection to school. School Districts must be prepared to work collaboratively with KKIS case managers to provide coordinated services to families of students experiencing attendance problems, including identifying students and families in need of KKIS case management, referring families to KKIS, and participating in collaborative case management activities. KKIS case managers will be sufficiently trained and possess direct experience in social services provisions including collaborative case management. Key duties of CBO case managers, all of which assume voluntary participation on the part of the family, include:

- Establish face-to-face contact with family within three days of referral.

- Meet with the family and student in their home or another location that helps facilitate successful engagement.
- Assertively and effectively engage students and families from diverse backgrounds, employing culturally competent/culturally sensitive strategies.
- Establish consent to participate in voluntary services and share information between project partners as needed for case coordination and evaluation purposes.
- Provide initial screening, including assessment of family strengths, barriers to school attendance, and risk of entering the justice system.
- Create a time-limited service plan with clearly-defined, measurable goals based upon student and family assessments.
- Assist students and families in navigating complex social service and educational systems with the goals of problem-solving, skill building and engagement in services.
- Connect student and family to resources and services that effectively address predictors and correlates of truancy.
- Provide service coordination and facilitate case planning meetings.
- Provide student attendance monitoring and support.
- Provide moral support and assist with connecting students and families to ongoing support systems.
- Communicate/problem-solve with schools regarding issues such as school climate and safety that impact the referred student's attendance.
- Document case management activities, progress toward goals, improvements in factors associated with truancy, improvements in student attendance, and related challenges and resources.
- Provide written, strengths-based discharge summaries to both parents and schools that describe activities and services, what was accomplished, and a plan for the future.

b. *Technical Assistance.* KKIS case managers will provide technical assistance to the School District to support a reduction in school/districtwide chronic absenteeism. School District administrators are responsible for focusing case managers on relevant ways to support in these efforts and providing guidance and oversight for these activities.

D. Physical Space. School District will provide appropriately furnished physical space where the case manager be able to meet with students, hold attendance improvement and case management meetings, and use a phone.

E. Information Sharing. School District agrees to share client-specific data with project partners for case coordination and evaluation purposes, in compliance with applicable statutes, pursuant to an information-sharing MOU.

F. Fidelity. KKIS service providers will be required to consistently apply, document and report on quality assurance processes. School District must be prepared to support these efforts by sharing information and participating in quality improvement efforts, as permitted by applicable statutes, pursuant to an information sharing MOU.

G. Evaluation. School District must cooperate with KKIS program evaluation activities as identified by Probation and KKIS project partners.

2. Responsibilities of Probation:

A. Program Manager. Probation will provide a Program Manager to facilitate partner collaboration, provide fiscal and administrative program oversight, monitor KKIS service contracts with CBOs, coordinate KKIS training, collect program data, and coordinate evaluation activities.

B. Fiscal Management. KKIS is supported by funds from various sources that will be managed by Probation. While sustainability of the KKIS project is a high priority, the County cannot guarantee funding for the project beyond the term of this Memorandum of Understanding.

C. Contracted CBO Services. Probation will contract with CBOs to provide KKIS program services.

D. Fidelity. Probation will monitor KKIS services for fidelity to the program model.

E. Training. Probation will plan and provide training to KKIS project partners as needed, which may include attendance interventions, identifying root causes of chronic absenteeism, planning for sustainability, etc.

F. Fingerprints. Probation shall ensure that all employees, agents and volunteers working with School District students at a KKIS school site have complied with the fingerprinting requirements of Education Code section 45125.1. Probation shall submit fingerprints for review by the Department of Justice and authorize School District to receive subsequent arrest and conviction notifications.

G. Confidentiality. Probation acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law relating to privacy. Probation shall ensure that all activities undertaken pursuant to this Memorandum of Understanding comply with these requirements.

H. Information Sharing. Probation will share client-specific data with project partners for case coordination and evaluation purposes, in compliance with applicable statutes, pursuant to an information sharing MOU.

I. Evaluation. Probation will collect and store data pursuant to a data-sharing MOU to evaluate KKIS processes and outcomes, and will coordinate evaluation activities with KKIS project partners.

J. Partnership to Keep Kids in School Participation. Probation will be represented at and participate meaningfully in The Partnership to Keep Kids in School.

3. Compensation For Services:

Neither party shall be liable to the other for any costs or expenses paid or incurred in performing services pursuant to this Memorandum of Understanding.

4. Amendments:

All changes to the body of the MOU shall be made in a signed writing upon mutual agreement of all parties.

5. Term

The effective date of this Memorandum of Understanding is from July 1, 2018 to June 30, 2020. Termination of this Memorandum of Understanding shall be in accordance with the provisions of Article 9.

6. Dispute Resolution:

If a dispute arises between Probation and School District under this MOU, Administrator from School District and the Juvenile Probation Division Director shall meet within three (3) business days to resolve the dispute. If the dispute cannot be resolved, the matter may be submitted to the Chief Probation Officer and to the School District's Superintendent for resolution.

7. Indemnification:

The parties agree to each defend, indemnify and hold harmless each other Party, and their officers, employees and agents from and against any and all liabilities or claims for injury or damages and all costs and expenses (including attorney's fees) arising out of the performance of this MOU, but only in proportion to and to the extent such liability or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of the indemnifying Party.

8. Agreement:

The parties hereto will have their duly authorized representatives execute this Memorandum of Understanding on the day, month and year below written and agree that the terms of this MOU will commence effective July 1, 2018. The MOU shall be governed by the laws of the state of California.

9. Termination:

If any party hereto experiences changes in their needs or their ability to continue the current agreement, thirty (30) days advance notice will be given prior to the cancellation of this MOU.

SCHOOL DISTRICT

Sonoma County Office of Education
5340 Skylane Boulevard
Santa Rosa, CA 95403

By: _____
Georgia Ioakimedes, Director

Date: _____

COUNTY: COUNTY OF SONOMA

David Koch, Chief Probation Officer
Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: 
Deputy County Counsel

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SONOMA
AND
SONOMA COUNTY OFFICE OF EDUCATION
FOR
INFORMATION SHARING**

This Memorandum of Understanding "MOU" is made and entered into this 1 day of July, 2018, in the State of California, by and between the County of Sonoma (hereinafter "County") and the Sonoma County Office of Education (hereinafter "School District"), collectively "the Parties."

RECITALS

Whereas, the Parties understand and agree that information sharing is essential to achieving their shared goals of enhancing the health, education, and welfare of children and their families;

Whereas, the County may from time to time fund particular programs specifically designed to help certain children achieve academic success and both County and School District have a mutual interest in evaluating the efficacy of those programs;

Whereas, from time to time the disclosure to County of pupil records may be necessary in order to assist the County in delivering, evaluating, and improving services for students served by School District;

Whereas, the Parties desire to commit to sharing information within the confines of federal and state law and commit to protecting from disclosure to third parties personally identifiable information that is confidential under state or federal law.

AGREEMENT

Now, therefore, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. This MOU includes Exhibits outlining specific data to be shared, the lead agency, planned usage, and provisions for confidentiality, all of which taken together shall constitute one agreement. Parties to this MOU will only share information as detailed in this MOU and as allowed by applicable laws and rules.
2. "Pupil Records" as used herein shall refer to records defined as pupil records in Section 49061 et seq. of the California Education Code or personally identifiable

education records as defined in 34 C.F.R. § 99.3 et seq. Pupil Records as used herein shall not be construed to include those items excluded in the foregoing statutes and shall not be construed to include aggregated or de-identified information that has been stripped of information that would permit County to identify individual students and parents to which the information applies.

3. Each party shall be responsible for ensuring that its data is shared, matched, exchanged or used in compliance with all applicable state and federal laws. The Parties to this MOU acknowledge and agree that data shared by School District will meet the exemption requirements of Title 34 of the Code of Federal Regulations, section 99.31 and Education Code section 49076 (a)(1)(G). School District will ensure that informed consent from the subject's parent/guardian is obtained for all confidential data which does not meet one of the above-listed exemptions.
4. The parties acknowledge the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. sec 1232g, California Education Code section 49073-49079.7, and under provisions of state law relating to privacy. The County shall ensure that all activities undertaken pursuant to this MOU comply with these requirements.
5. The parties agree that the programs detailed in the Exhibits do not permit personal identification of parents and students to individuals other than representatives of School Districts, County Departments or their partners that have legitimate grounds for accessing the information as outlined in the attached Exhibits. Where required, information will be shared only with informed consent of the subject of the information and the subject's parents, as applicable.
6. Parties shall conduct data collection and analysis functions (as detailed in Exhibits) in a manner that does not permit the personal identification of parents and students associated with Pupil Records, by anyone other than the persons specifically described in the Exhibits.
7. Confidential data furnished by any party pursuant to this MOU will be used or disclosed only as specifically provided by this MOU. Confidential data furnished by any party pursuant to this MOU shall not be disclosed for use to any person other than the authorized parties' staff who is assigned to the use of data for the purposes authorized under this MOU.
8. The Parties agree to make a good faith effort to resolve informally any and all differences arising between them in the interpretation or performance of this MOU. If a dispute persists, either party may suggest an executive meeting for review and resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting to review the issues and solution options. An

executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this MOU shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

9. The individuals executing this MOU on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind their respective Party to the terms and conditions hereof.
10. Unless expressly agreed to in an Exhibit, neither School Districts nor County will receive any funding under this MOU. Neither party shall be liable to the other for any costs or expenses paid or incurred in performing services pursuant to this MOU.
11. This MOU may be periodically amended, as evidenced in writing and signed by all parties, to include additional parties. Additional Exhibits will accompany amendments to this MOU to detail any new information, sharing practices, or policies
12. The term of this MOU shall be from July 1, 2018 through June 30, 2020. Any party may terminate their participation in this MOU by giving the other parties thirty (30) days advance written notice of the effective date of termination.
13. School District will provide the dataset and/or electronic documentation of the datasets requested as detailed in the Exhibits.
14. County will implement data sharing practices as detailed in the Exhibits.

IN WITNESS WHEREOF, the parties have executed this MOU on the dates indicated below.

SCHOOL DISTRICT:

Sonoma County Office of Education
5340 Skylane Boulevard
Santa Rosa, CA 95403

By: _____
Georgia Ioakimedes, Director

Date: _____

APPROVED AS TO FORM FOR DISTRICT

By: _____
School District Legal Counsel

Date: _____

COUNTY OF SONOMA

Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

Sonoma County Human Services Department
3600 Westwind Boulevard
Santa Rosa, CA 95403

By: _____
Karen Fies, Director, Sonoma County
Human Services Department

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____
Phyllis Gallagher, Deputy County Counsel

Date: _____

Exhibit A:
Keeping Kids in School

Project Name: Keeping Kids in School

County Agency Lead: Probation Department

Timeframe for the analysis of the data:

Start Date: July 1, 2018

End Date: June 30, 2020

Project Overview

Keeping Kids in School (KKIS) is a student engagement/juvenile delinquency prevention program that combines school/districtwide attendance improvement support with individualized case management services to K-12 students exhibiting a pattern of chronic absenteeism and their families. Data shared under this MOU will be used for ongoing case coordination such as student assessments, action and transition planning, and referrals for services. Data will also be used to conduct program evaluation activities.

The expected KKIS program outcomes are outlined below:

Participant Goals

1. Reduction in the incidence of school absence and truancy for at risk students in Sonoma County;
2. Increase in student and parent engagement with school;
3. Improvements in participant educational outcomes;
4. Improvements in the functioning of participant families; and
5. Reductions in participant involvement in criminal activity.

Community Goals

1. Reduction of negative impacts upon community that result from chronic absence and truancy;
2. School districts experience increased revenue as a result of reduced student absence;
3. Increased school district revenue provides for sustainability of chronic absence/truancy prevention efforts.

Data Shared by School District

The following data elements are necessary for ongoing case coordination and evaluation purposes. Probation will provide student name(s) and request the following data points for the student.

Data Element	Data Level	Frequency	Rationale for Using Data <i>Case Coordination</i>
Student Attendance Records	KKIS participants	As requested by case managers or Probation staff Typically ongoing collection by case managers and quarterly collection by the Probation Department	To track the historic and ongoing daily attendance of KKIS participants to determine student progress, the effectiveness of program services, and to facilitate ongoing case-coordination
Grade Records	KKIS participants	As requested by case managers or Probation Department staff Typically collected twice during a reporting period: progress report and grade report (or whatever reports are typical for the student's enrolled school)	To track the academic history and progress of KKIS participants to determine student progress, the effectiveness of program services, and to facilitate ongoing case-coordination
Discipline Records	KKIS Participants	As requested by case managers or Probation Department staff Typically collected twice during a grade reporting period	A data point used to measure student engagement history and progress of KKIS participants to determine student progress and effectiveness of program services and to facilitate ongoing case-coordination

Available School-wide Attendance and Discipline Data	School	Collected on an ongoing basis in time intervals available via School District data collection systems	To inform the understanding of school-wide needs for the allocation of KKIS resources and to determine progress and effectiveness of program services
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Data Shared to School District

The following data elements are necessary for ongoing case coordination and evaluation purposes and authorized under Sonoma County Standing Order No. 2015 (1) issued on December 31, 2015. As stated in this Standing Order, only information that is relevant to the treatment and services available to the minor through the program will be disseminated beyond the Student Attendance Team lead (assigned case manager).

Data Element	Data Level	Frequency	Rationale for Using Data <i>Case Coordination</i>
Juvenile Case File Information	KKIS Participants	As requested by the Student Attendance Team lead (assigned case manager)	To facilitate ongoing case coordination and determine the effectiveness of program services

Planned Usage of Data

1. Probation Department: As the lead agency in charge of fiscal and administrative oversight of the KKIS project, the Probation Department will use data to guide program oversight, development, refinement, and sustainability purposes. De-identified data will also be used for progress and summary reports.
2. KKIS Partners:
 - a. *Seneca Family of Agencies (Seneca)* – contracted with the Probation Department to provide KKIS services to School District. Data will be used by case managers and other Seneca staff to conduct day-to-day program services such as student

assessments, action and transition planning, and referrals for services. Data will also be used to assess the effectiveness of case management and school/districtwide attendance improvement strategies to refine service delivery as needed.

- b. *Sonoma County Human Services* - manages the Apricot database, a cloud-based system where KKIS case files are organized and project data collected.
 - c. *KKIS Student Attendance Teams* – multi-disciplinary teams led by the case manager to support KKIS participants at the School District may use data to facilitate ongoing case coordination and determine the effectiveness of program services.
3. Other: aggregates of these data, *with all identifiers removed*, may be shared with School District, Sonoma County Board of Supervisors, members of the Shared Outcome Measurement Committee, and other local collaborative groups when deemed important and relevant for directing and developing resources, refining existing programs, and encouraging county-wide collaborations and linkages.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
SEBASTOPOL UNION SCHOOL DISTRICT
FOR
KEEPING KIDS IN SCHOOL SERVICES**

The Sonoma County Probation Department (Probation) and Sebastopol Union School District (School District) hereby enter into this Memorandum of Understanding (MOU) for the purpose of outlining the roles and responsibilities of each respective agency pertaining to Keeping Kids in School (KKIS) services.

KKIS is a student engagement/juvenile delinquency prevention program that combines school/districtwide attendance improvement support with individualized case management services to K-12 students exhibiting a pattern of chronic absenteeism and their families. Though service contracts are administered by Probation, the students served by this project will rarely be involved with the juvenile justice system, with the exception of some students involved in Truancy Court.

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A. Program Support. School District agrees to contribute \$5,000 to support KKIS program implementation. This match will be provided to Probation by 12/31/18.

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a. *Case Management.* Community Based Organizations (CBOs) will provide case managers who will assertively engage, assess, and provide access to case management services for students and families to help strengthen their connection to school. School Districts must be prepared to work collaboratively with KKIS case managers to provide coordinated services to families of students experiencing attendance problems, including identifying students and families in need of KKIS case management, referring families to KKIS, and participating in collaborative case management activities. KKIS case managers will be sufficiently trained and possess direct experience in social services provisions including collaborative case management. Key duties of CBO case managers, all of which assume voluntary participation on the part of the family, include:

- Establish face-to-face contact with family within three days of referral.

- Meet with the family and student in their home or another location that helps facilitate successful engagement.
- Assertively and effectively engage students and families from diverse backgrounds, employing culturally competent/culturally sensitive strategies.
- Establish consent to participate in voluntary services and share information between project partners as needed for case coordination and evaluation purposes.
- Provide initial screening, including assessment of family strengths, barriers to school attendance, and risk of entering the justice system.
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C. Contracted CBO Services. Probation will contract with CBOs to provide KKIS program services.

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F. Fingerprints. Probation shall ensure that all employees, agents and volunteers working with School District students at a KKIS school site have complied with the fingerprinting requirements of Education Code section 45125.1. Probation shall submit fingerprints for review by the Department of Justice and authorize School District to receive subsequent arrest and conviction notifications.

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Neither party shall be liable to the other for any costs or expenses paid or incurred in performing services pursuant to this Memorandum of Understanding.

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All changes to the body of the MOU shall be made in a signed writing upon mutual agreement of all parties.

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If a dispute arises between Probation and School District under this MOU, Administrator from School District and the Juvenile Probation Division Director shall meet within three (3) business days to resolve the dispute. If the dispute cannot be resolved, the matter may be submitted to the Chief Probation Officer and to the School District's Superintendent for resolution.

7. Indemnification:

The parties agree to each defend, indemnify and hold harmless each other Party, and their officers, employees and agents from and against any and all liabilities or claims for injury or damages and all costs and expenses (including attorney's fees) arising out of the performance of this MOU, but only in proportion to and to the extent such liability or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of the indemnifying Party.

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If any party hereto experiences changes in their needs or their ability to continue the current agreement, thirty (30) days advance notice will be given prior to the cancellation of this MOU.

SCHOOL DISTRICT

Linda Irving, Superintendent
Sebastopol Union School District
7611 Huntley Street
Sebastopol, CA 95472

By: _____
Linda Irving, Superintendent

Date: _____

COUNTY: COUNTY OF SONOMA

David Koch, Chief Probation Officer
Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: 
Deputy County Counsel

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SONOMA
AND
SEBASTOPOL UNION SCHOOL DISTRICT
FOR
INFORMATION SHARING**

This Memorandum of Understanding "MOU" is made and entered into this 1 day of July, 2018, in the State of California, by and between the County of Sonoma (hereinafter "County") and the Sebastopol Union School District (hereinafter "School District"), collectively "the Parties."

RECITALS

Whereas, the Parties understand and agree that information sharing is essential to achieving their shared goals of enhancing the health, education, and welfare of children and their families;

Whereas, the County may from time to time fund particular programs specifically designed to help certain children achieve academic success and both County and School District have a mutual interest in evaluating the efficacy of those programs;

Whereas, from time to time the disclosure to County of pupil records may be necessary in order to assist the County in delivering, evaluating, and improving services for students served by School District;

Whereas, the Parties desire to commit to sharing information within the confines of federal and state law and commit to protecting from disclosure to third parties personally identifiable information that is confidential under state or federal law.

AGREEMENT

Now, therefore, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. This MOU includes Exhibits outlining specific data to be shared, the lead agency, planned usage, and provisions for confidentiality, all of which taken together shall constitute one agreement. Parties to this MOU will only share information as detailed in this MOU and as allowed by applicable laws and rules.
2. "Pupil Records" as used herein shall refer to records defined as pupil records in Section 49061 et seq. of the California Education Code or personally identifiable

education records as defined in 34 C.F.R. § 99.3 et seq. Pupil Records as used herein shall not be construed to include those items excluded in the foregoing statutes and shall not be construed to include aggregated or de-identified information that has been stripped of information that would permit County to identify individual students and parents to which the information applies.

3. Each party shall be responsible for ensuring that its data is shared, matched, exchanged or used in compliance with all applicable state and federal laws. The Parties to this MOU acknowledge and agree that data shared by School District will meet the exemption requirements of Title 34 of the Code of Federal Regulations, section 99.31 and Education Code section 49076 (a)(1)(G). School District will ensure that informed consent from the subject's parent/guardian is obtained for all confidential data which does not meet one of the above-listed exemptions.
4. The parties acknowledge the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. sec 1232g, California Education Code section 49073-49079.7, and under provisions of state law relating to privacy. The County shall ensure that all activities undertaken pursuant to this MOU comply with these requirements.
5. The parties agree that the programs detailed in the Exhibits do not permit personal identification of parents and students to individuals other than representatives of School Districts, County Departments or their partners that have legitimate grounds for accessing the information as outlined in the attached Exhibits. Where required, information will be shared only with informed consent of the subject of the information and the subject's parents, as applicable.
6. Parties shall conduct data collection and analysis functions (as detailed in Exhibits) in a manner that does not permit the personal identification of parents and students associated with Pupil Records, by anyone other than the persons specifically described in the Exhibits.
7. Confidential data furnished by any party pursuant to this MOU will be used or disclosed only as specifically provided by this MOU. Confidential data furnished by any party pursuant to this MOU shall not be disclosed for use to any person other than the authorized parties' staff who is assigned to the use of data for the purposes authorized under this MOU.
8. The Parties agree to make a good faith effort to resolve informally any and all differences arising between them in the interpretation or performance of this MOU. If a dispute persists, either party may suggest an executive meeting for review and resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting to review the issues and solution options. An

executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this MOU shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

9. The individuals executing this MOU on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind their respective Party to the terms and conditions hereof.
10. Unless expressly agreed to in an Exhibit, neither School Districts nor County will receive any funding under this MOU. Neither party shall be liable to the other for any costs or expenses paid or incurred in performing services pursuant to this MOU.
11. This MOU may be periodically amended, as evidenced in writing and signed by all parties, to include additional parties. Additional Exhibits will accompany amendments to this MOU to detail any new information, sharing practices, or policies
12. The term of this MOU shall be from July 1, 2018 through June 30, 2020. Any party may terminate their participation in this MOU by giving the other parties thirty (30) days advance written notice of the effective date of termination.
13. School District will provide the dataset and/or electronic documentation of the datasets requested as detailed in the Exhibits.
14. County will implement data sharing practices as detailed in the Exhibits.

IN WITNESS WHEREOF, the parties have executed this MOU on the dates indicated below.

SCHOOL DISTRICT:

Sebastopol Union School District
7611 Huntley Street
Sebastopol, CA 95472

By: _____
Linda Irving, Superintendent

Date: _____

APPROVED AS TO FORM FOR DISTRICT

By: _____
School District Legal Counsel

Date: _____

COUNTY OF SONOMA

Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

Sonoma County Human Services Department
3600 Westwind Boulevard
Santa Rosa, CA 95403

By: _____
Karen Fies, Director, Sonoma County
Human Services Department

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____
Phyllis Gallagher, Deputy County Counsel

Date: _____

Exhibit A:
Keeping Kids in School

Project Name: Keeping Kids in School

County Agency Lead: Probation Department

Timeframe for the analysis of the data:

Start Date: July 1, 2018

End Date: June 30, 2020

Project Overview

Keeping Kids in School (KKIS) is a student engagement/juvenile delinquency prevention program that combines school/districtwide attendance improvement support with individualized case management services to K-12 students exhibiting a pattern of chronic absenteeism and their families. Data shared under this MOU will be used for ongoing case coordination such as student assessments, action and transition planning, and referrals for services. Data will also be used to conduct program evaluation activities.

The expected KKIS program outcomes are outlined below:

Participant Goals

1. Reduction in the incidence of school absence and truancy for at risk students in Sonoma County;
2. Increase in student and parent engagement with school;
3. Improvements in participant educational outcomes;
4. Improvements in the functioning of participant families; and
5. Reductions in participant involvement in criminal activity.

Community Goals

1. Reduction of negative impacts upon community that result from chronic absence and truancy;
2. School districts experience increased revenue as a result of reduced student absence;
3. Increased school district revenue provides for sustainability of chronic absence/truancy prevention efforts.

Data Shared *by* School District

The following data elements are necessary for ongoing case coordination and evaluation purposes. Probation will provide student name(s) and request the following data points for the student.

Data Element	Data Level	Frequency	Rationale for Using Data <i>Case Coordination</i>
Student Attendance Records	KKIS participants	As requested by case managers or Probation staff Typically ongoing collection by case managers and quarterly collection by the Probation Department	To track the historic and ongoing daily attendance of KKIS participants to determine student progress, the effectiveness of program services, and to facilitate ongoing case-coordination
Grade Records	KKIS participants	As requested by case managers or Probation Department staff Typically collected twice during a reporting period: progress report and grade report (or whatever reports are typical for the student’s enrolled school)	To track the academic history and progress of KKIS participants to determine student progress, the effectiveness of program services, and to facilitate ongoing case-coordination
Discipline Records	KKIS Participants	As requested by case managers or Probation Department staff Typically collected twice during a grade reporting period	A data point used to measure student engagement history and progress of KKIS participants to determine student progress and effectiveness of program services and to facilitate ongoing case-coordination

Available School-wide Attendance and Discipline Data	School	Collected on an ongoing basis in time intervals available via School District data collection systems	To inform the understanding of school-wide needs for the allocation of KKIS resources and to determine progress and effectiveness of program services
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Data Shared to School District

The following data elements are necessary for ongoing case coordination and evaluation purposes and authorized under Sonoma County Standing Order No. 2015 (1) issued on December 31, 2015. As stated in this Standing Order, only information that is relevant to the treatment and services available to the minor through the program will be disseminated beyond the Student Attendance Team lead (assigned case manager).

Data Element	Data Level	Frequency	Rationale for Using Data <i>Case Coordination</i>
Juvenile Case File Information	KKIS Participants	As requested by the Student Attendance Team lead (assigned case manager)	To facilitate ongoing case coordination and determine the effectiveness of program services

Planned Usage of Data

1. Probation Department: As the lead agency in charge of fiscal and administrative oversight of the KKIS project, the Probation Department will use data to guide program oversight, development, refinement, and sustainability purposes. De-identified data will also be used for progress and summary reports.
2. KKIS Partners:
 - a. *Seneca Family of Agencies (Seneca)* – contracted with the Probation Department to provide KKIS services to School District. Data will be used by case managers and other Seneca staff to conduct day-to-day program services such as student

assessments, action and transition planning, and referrals for services. Data will also be used to assess the effectiveness of case management and school/districtwide attendance improvement strategies to refine service delivery as needed.

- b. *Sonoma County Human Services* - manages the Apricot database, a cloud-based system where KKIS case files are organized and project data collected.
 - c. *KKIS Student Attendance Teams* – multi-disciplinary teams led by the case manager to support KKIS participants at the School District may use data to facilitate ongoing case coordination and determine the effectiveness of program services.
3. Other: aggregates of these data, *with all identifiers removed*, may be shared with School District, Sonoma County Board of Supervisors, members of the Shared Outcome Measurement Committee, and other local collaborative groups when deemed important and relevant for directing and developing resources, refining existing programs, and encouraging county-wide collaborations and linkages.

Provisions of Confidentiality

The Probation Department certifies that all KKIS project staff and contracted partners ensure the confidentiality of information obtained from the school districts through the following activities:

- The original copy of the data (which may be shared on a physical device such as a flashdrive) or any hard copy printout of the data must be stored in a locked drawer or file cabinet while not being referenced by case managers or other appropriate staff. Printed information that is no longer needed will be destroyed. Printouts of data from the schools or school district are not to be distributed to anyone outside of project personnel. Project personnel include Human Services Department staff who will manage the on-line database.
- All Pupil Records will be destroyed when the information is no longer needed for the purposes of this project.
- Organizational or institutional penalties for the misuse of confidential data and breach of confidentiality by staff exist, are available in writing, and are enforced.
- Specific sanctions for confidentiality violation can be imposed that include employee disciplinary action and any of the following: remedial training in confidentiality, loss of

certification of competency in confidentiality, prohibition from future work with confidential data at the institution, and/or discharge.

- Users of the Apricot cloud-based database are authenticated by means of passwords or digital ID.
- Access to the Apricot cloud-based database is controlled by means of role-based authentication/access. Additionally, access to data files are restricted to specific project staff and access by non-project staff is not permitted.
- There is an audit trail that documents who, when, and for what purpose data is accessed via the Apricot cloud-based database.
- All KKIS participants and/or families sign releases of information with both Seneca Family of Agencies and the Probation Department complying with all applicable state and federal privacy laws explaining the use of student record data.
- Any security, data breach, loss or theft gets reported to School District Administrator. The School District certifies that any information shared to the school districts under this MOU will remain confidential and any and all documents obtained pursuant to this order will be destroyed upon a minor's termination or graduation from the Keeping Kids in School project.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
SONOMA VALLEY UNIFIED SCHOOL DISTRICT
FOR
KEEPING KIDS IN SCHOOL SERVICES**

The Sonoma County Probation Department (Probation) and Sonoma Valley Unified School District (School District) hereby enter into this Memorandum of Understanding (MOU) for the purpose of outlining the roles and responsibilities of each respective agency pertaining to Keeping Kids in School (KKIS) services.

KKIS is a student engagement/juvenile delinquency prevention program that combines school/districtwide attendance improvement support with individualized case management services to K-12 students exhibiting a pattern of chronic absenteeism and their families. Though service contracts are administered by Probation, the students served by this project will rarely be involved with the juvenile justice system, with the exception of some students involved in Truancy Court.

1. Responsibilities of School District:

A. Program Support. School District agrees to contribute \$10,000 to support KKIS program implementation. This match will be provided to Probation by 12/31/18.

B. Collaboration and Oversight. School District must be represented and participate meaningfully at all KKIS program and school site meetings, and must work together with project partners to continuously improve the implementation of KKIS services. Designated staff from School District must actively participate in and take responsibility for the development/refinement of KKIS policies and procedures, supervision of staff, and oversight of KKIS daily operations at their School District sites.

C. Program Services.

a. *Case Management.* Community Based Organizations (CBOs) will provide case managers who will assertively engage, assess, and provide access to case management services for students and families to help strengthen their connection to school. School Districts must be prepared to work collaboratively with KKIS case managers to provide coordinated services to families of students experiencing attendance problems, including identifying students and families in need of KKIS case management, referring families to KKIS, and participating in collaborative case management activities. KKIS case managers will be sufficiently trained and possess direct experience in social services provisions including collaborative case management. Key duties of CBO case managers, all of which assume voluntary participation on the part of the family, include:

- Establish face-to-face contact with family within three days of referral.

- Meet with the family and student in their home or another location that helps facilitate successful engagement.
- Assertively and effectively engage students and families from diverse backgrounds, employing culturally competent/culturally sensitive strategies.
- Establish consent to participate in voluntary services and share information between project partners as needed for case coordination and evaluation purposes.
- Provide initial screening, including assessment of family strengths, barriers to school attendance, and risk of entering the justice system.
- Create a time-limited service plan with clearly-defined, measurable goals based upon student and family assessments.
- Assist students and families in navigating complex social service and educational systems with the goals of problem-solving, skill building and engagement in services.
- Connect student and family to resources and services that effectively address predictors and correlates of truancy.
- Provide service coordination and facilitate case planning meetings.
- Provide student attendance monitoring and support.
- Provide moral support and assist with connecting students and families to ongoing support systems.
- Communicate/problem-solve with schools regarding issues such as school climate and safety that impact the referred student's attendance.
- Document case management activities, progress toward goals, improvements in factors associated with truancy, improvements in student attendance, and related challenges and resources.
- Provide written, strengths-based discharge summaries to both parents and schools that describe activities and services, what was accomplished, and a plan for the future.

b. *Technical Assistance.* KKIS case managers will provide technical assistance to the School District to support a reduction in school/districtwide chronic absenteeism. School District administrators are responsible for focusing case managers on relevant ways to support in these efforts and providing guidance and oversight for these activities.

- D. Physical Space.** School District will provide appropriately furnished physical space where the case manager be able to meet with students, hold attendance improvement and case management meetings, and use a phone.
- E. Information Sharing.** School District agrees to share client-specific data with project partners for case coordination and evaluation purposes, in compliance with applicable statutes, pursuant to an information-sharing MOU.
- F. Fidelity.** KKIS service providers will be required to consistently apply, document and report on quality assurance processes. School District must be prepared to support these efforts by sharing information and participating in quality improvement efforts, as permitted by applicable statutes, pursuant to an information sharing MOU.

G. Evaluation. School District must cooperate with KKIS program evaluation activities as identified by Probation and KKIS project partners.

2. Responsibilities of Probation:

A. Program Manager. Probation will provide a Program Manager to facilitate partner collaboration, provide fiscal and administrative program oversight, monitor KKIS service contracts with CBOs, coordinate KKIS training, collect program data, and coordinate evaluation activities.

B. Fiscal Management. KKIS is supported by funds from various sources that will be managed by Probation. While sustainability of the KKIS project is a high priority, the County cannot guarantee funding for the project beyond the term of this Memorandum of Understanding.

C. Contracted CBO Services. Probation will contract with CBOs to provide KKIS program services.

D. Fidelity. Probation will monitor KKIS services for fidelity to the program model.

E. Training. Probation will plan and provide training to KKIS project partners as needed, which may include attendance interventions, identifying root causes of chronic absenteeism, planning for sustainability, etc.

F. Fingerprints. Probation shall ensure that all employees, agents and volunteers working with School District students at a KKIS school site have complied with the fingerprinting requirements of Education Code section 45125.1. Probation shall submit fingerprints for review by the Department of Justice and authorize School District to receive subsequent arrest and conviction notifications.

G. Confidentiality. Probation acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law relating to privacy. Probation shall ensure that all activities undertaken pursuant to this Memorandum of Understanding comply with these requirements.

H. Information Sharing. Probation will share client-specific data with project partners for case coordination and evaluation purposes, in compliance with applicable statutes, pursuant to an information sharing MOU.

I. Evaluation. Probation will collect and store data pursuant to a data-sharing MOU to evaluate KKIS processes and outcomes, and will coordinate evaluation activities with KKIS project partners.

J. Partnership to Keep Kids in School Participation. Probation will be represented at and participate meaningfully in The Partnership to Keep Kids in School.

3. Compensation For Services:

Neither party shall be liable to the other for any costs or expenses paid or incurred in performing services pursuant to this Memorandum of Understanding.

4. Amendments:

All changes to the body of the MOU shall be made in a signed writing upon mutual agreement of all parties.

5. Term

The effective date of this Memorandum of Understanding is from July 1, 2018 to June 30, 2020. Termination of this Memorandum of Understanding shall be in accordance with the provisions of Article 9.

6. Dispute Resolution:

If a dispute arises between Probation and School District under this MOU, Administrator from School District and the Juvenile Probation Division Director shall meet within three (3) business days to resolve the dispute. If the dispute cannot be resolved, the matter may be submitted to the Chief Probation Officer and to the School District's Superintendent for resolution.

7. Indemnification:

The parties agree to each defend, indemnify and hold harmless each other Party, and their officers, employees and agents from and against any and all liabilities or claims for injury or damages and all costs and expenses (including attorney's fees) arising out of the performance of this MOU, but only in proportion to and to the extent such liability or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of the indemnifying Party.

8. Agreement:

The parties hereto will have their duly authorized representatives execute this Memorandum of Understanding on the day, month and year below written and agree that the terms of this MOU will commence effective July 1, 2018. The MOU shall be governed by the laws of the state of California.

9. Termination:

If any party hereto experiences changes in their needs or their ability to continue the current agreement, thirty (30) days advance notice will be given prior to the cancellation of this MOU.

SCHOOL DISTRICT

TBD, Superintendent
Sonoma Valley Unified School District
17850 Railroad Avenue
Santa Rosa, CA 95476

By: _____
TBD, Superintendent

Date: _____

COUNTY: COUNTY OF SONOMA

David Koch, Chief Probation Officer
Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: 
Deputy County Counsel

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SONOMA
AND
SONOMA VALLEY UNIFIED SCHOOL DISTRICT
FOR
INFORMATION SHARING**

This Memorandum of Understanding "MOU" is made and entered into this 1 day of July, 2018, in the State of California, by and between the County of Sonoma (hereinafter "County") and the Sonoma Valley Unified School District (hereinafter "School District"), collectively "the Parties."

RECITALS

Whereas, the Parties understand and agree that information sharing is essential to achieving their shared goals of enhancing the health, education, and welfare of children and their families;

Whereas, the County may from time to time fund particular programs specifically designed to help certain children achieve academic success and both County and School District have a mutual interest in evaluating the efficacy of those programs;

Whereas, from time to time the disclosure to County of pupil records may be necessary in order to assist the County in delivering, evaluating, and improving services for students served by School District;

Whereas, the Parties desire to commit to sharing information within the confines of federal and state law and commit to protecting from disclosure to third parties personally identifiable information that is confidential under state or federal law.

AGREEMENT

Now, therefore, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. This MOU includes Exhibits outlining specific data to be shared, the lead agency, planned usage, and provisions for confidentiality, all of which taken together shall constitute one agreement. Parties to this MOU will only share information as detailed in this MOU and as allowed by applicable laws and rules.
2. "Pupil Records" as used herein shall refer to records defined as pupil records in Section 49061 et seq. of the California Education Code or personally identifiable

education records as defined in 34 C.F.R. § 99.3 et seq. Pupil Records as used herein shall not be construed to include those items excluded in the foregoing statutes and shall not be construed to include aggregated or de-identified information that has been stripped of information that would permit County to identify individual students and parents to which the information applies.

3. Each party shall be responsible for ensuring that its data is shared, matched, exchanged or used in compliance with all applicable state and federal laws. The Parties to this MOU acknowledge and agree that data shared by School District will meet the exemption requirements of Title 34 of the Code of Federal Regulations, section 99.31 and Education Code section 49076 (a)(1)(G). School District will ensure that informed consent from the subject's parent/guardian is obtained for all confidential data which does not meet one of the above-listed exemptions.
4. The parties acknowledge the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. sec 1232g, California Education Code section 49073-49079.7, and under provisions of state law relating to privacy. The County shall ensure that all activities undertaken pursuant to this MOU comply with these requirements.
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6. Parties shall conduct data collection and analysis functions (as detailed in Exhibits) in a manner that does not permit the personal identification of parents and students associated with Pupil Records, by anyone other than the persons specifically described in the Exhibits.
7. Confidential data furnished by any party pursuant to this MOU will be used or disclosed only as specifically provided by this MOU. Confidential data furnished by any party pursuant to this MOU shall not be disclosed for use to any person other than the authorized parties' staff who is assigned to the use of data for the purposes authorized under this MOU.
8. The Parties agree to make a good faith effort to resolve informally any and all differences arising between them in the interpretation or performance of this MOU. If a dispute persists, either party may suggest an executive meeting for review and resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting to review the issues and solution options. An

executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this MOU shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

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13. School District will provide the dataset and/or electronic documentation of the datasets requested as detailed in the Exhibits.
14. County will implement data sharing practices as detailed in the Exhibits.

IN WITNESS WHEREOF, the parties have executed this MOU on the dates indicated below.

SCHOOL DISTRICT:

Sonoma Valley Unified School District
17850 Railroad Avenue
Santa Rosa, CA 95476

By: _____
TBD, Superintendent

Date: _____

APPROVED AS TO FORM FOR DISTRICT

By: _____
School District Legal Counsel

Date: _____

COUNTY OF SONOMA

Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

Sonoma County Human Services Department
3600 Westwind Boulevard
Santa Rosa, CA 95403

By: _____
Karen Fies, Director, Sonoma County
Human Services Department

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____
Phyllis Gallagher, Deputy County Counsel

Date: _____

Exhibit A:
Keeping Kids in School

Project Name: Keeping Kids in School

County Agency Lead: Probation Department

Timeframe for the analysis of the data:

Start Date: July 1, 2018

End Date: June 30, 2020

Project Overview

Keeping Kids in School (KKIS) is a student engagement/juvenile delinquency prevention program that combines school/districtwide attendance improvement support with individualized case management services to K-12 students exhibiting a pattern of chronic absenteeism and their families. Data shared under this MOU will be used for ongoing case coordination such as student assessments, action and transition planning, and referrals for services. Data will also be used to conduct program evaluation activities.

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1. Reduction in the incidence of school absence and truancy for at risk students in Sonoma County;
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Data Element	Data Level	Frequency	Rationale for Using Data <i>Case Coordination</i>
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 - a. *Seneca Family of Agencies (Seneca)* – contracted with the Probation Department to provide KKIS services to School District. Data will be used by case managers and other Seneca staff to conduct day-to-day program services such as student

assessments, action and transition planning, and referrals for services. Data will also be used to assess the effectiveness of case management and school/districtwide attendance improvement strategies to refine service delivery as needed.

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- There is an audit trail that documents who, when, and for what purpose data is accessed via the Apricot cloud-based database.
- All KKIS participants and/or families sign releases of information with both Seneca Family of Agencies and the Probation Department complying with all applicable state and federal privacy laws explaining the use of student record data.
- Any security, data breach, loss or theft gets reported to School District Administrator. The School District certifies that any information shared to the school districts under this MOU will remain confidential and any and all documents obtained pursuant to this order will be destroyed upon a minor's termination or graduation from the Keeping Kids in School project.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
WEST SONOMA COUNTY UNION HIGH SCHOOL DISTRICT
FOR
KEEPING KIDS IN SCHOOL SERVICES**

The Sonoma County Probation Department (Probation) and West Sonoma County Union High School District (School District) hereby enter into this Memorandum of Understanding (MOU) for the purpose of outlining the roles and responsibilities of each respective agency pertaining to Keeping Kids in School (KKIS) services.

KKIS is a student engagement/juvenile delinquency prevention program that combines school/districtwide attendance improvement support with individualized case management services to K-12 students exhibiting a pattern of chronic absenteeism and their families. Though service contracts are administered by Probation, the students served by this project will rarely be involved with the juvenile justice system, with the exception of some students involved in Truancy Court.

1. Responsibilities of School District:

- A. Program Support.** School District agrees to contribute \$59,539 to support KKIS program implementation. This match will be provided to Probation by 12/31/18.
- B. Collaboration and Oversight.** School District must be represented and participate meaningfully at all KKIS program and school site meetings, and must work together with project partners to continuously improve the implementation of KKIS services. Designated staff from School District must actively participate in and take responsibility for the development/refinement of KKIS policies and procedures, supervision of staff, and oversight of KKIS daily operations at their School District sites.
- C. Program Services.**
 - a. *Case Management.* Community Based Organizations (CBOs) will provide case managers who will assertively engage, assess, and provide access to case management services for students and families to help strengthen their connection to school. School Districts must be prepared to work collaboratively with KKIS case managers to provide coordinated services to families of students experiencing attendance problems, including identifying students and families in need of KKIS case management, referring families to KKIS, and participating in collaborative case management activities. KKIS case managers will be sufficiently trained and possess direct experience in social services provisions including collaborative case management. Key duties of CBO case managers, all of which assume voluntary participation on the part of the family, include:

- Establish face-to-face contact with family within three days of referral.
- Meet with the family and student in their home or another location that helps facilitate successful engagement.
- Assertively and effectively engage students and families from diverse backgrounds, employing culturally competent/culturally sensitive strategies.
- Establish consent to participate in voluntary services and share information between project partners as needed for case coordination and evaluation purposes.
- Provide initial screening, including assessment of family strengths, barriers to school attendance, and risk of entering the justice system.
- Create a time-limited service plan with clearly-defined, measurable goals based upon student and family assessments.
- Assist students and families in navigating complex social service and educational systems with the goals of problem-solving, skill building and engagement in services.
- Connect student and family to resources and services that effectively address predictors and correlates of truancy.
- Provide service coordination and facilitate case planning meetings.
- Provide student attendance monitoring and support.
- Provide moral support and assist with connecting students and families to ongoing support systems.
- Communicate/problem-solve with schools regarding issues such as school climate and safety that impact the referred student's attendance.
- Document case management activities, progress toward goals, improvements in factors associated with truancy, improvements in student attendance, and related challenges and resources.
- Provide written, strengths-based discharge summaries to both parents and schools that describe activities and services, what was accomplished, and a plan for the future.

b. *Technical Assistance.* KKIS case managers will provide technical assistance to the School District to support a reduction in school/districtwide chronic absenteeism. School District administrators are responsible for focusing case managers on relevant ways to support in these efforts and providing guidance and oversight for these activities.

D. Physical Space. School District will provide appropriately furnished physical space where the case manager be able to meet with students, hold attendance improvement and case management meetings, and use a phone.

E. Information Sharing. School District agrees to share client-specific data with project partners for case coordination and evaluation purposes, in compliance with applicable statutes, pursuant to an information-sharing MOU.

F. Fidelity. KKIS service providers will be required to consistently apply, document and report on quality assurance processes. School District must be prepared to support these efforts by sharing information and participating in quality improvement efforts, as permitted by applicable statutes, pursuant to an information sharing MOU.

G. Evaluation. School District must cooperate with KKIS program evaluation activities as identified by Probation and KKIS project partners.

2. Responsibilities of Probation:

A. Program Manager. Probation will provide a Program Manager to facilitate partner collaboration, provide fiscal and administrative program oversight, monitor KKIS service contracts with CBOs, coordinate KKIS training, collect program data, and coordinate evaluation activities.

B. Fiscal Management. KKIS is supported by funds from various sources that will be managed by Probation. While sustainability of the KKIS project is a high priority, the County cannot guarantee funding for the project beyond the term of this Memorandum of Understanding.

C. Contracted CBO Services. Probation will contract with CBOs to provide KKIS program services.

D. Fidelity. Probation will monitor KKIS services for fidelity to the program model.

E. Training. Probation will plan and provide training to KKIS project partners as needed, which may include attendance interventions, identifying root causes of chronic absenteeism, planning for sustainability, etc.

F. Fingerprints. Probation shall ensure that all employees, agents and volunteers working with School District students at a KKIS school site have complied with the fingerprinting requirements of Education Code section 45125.1. Probation shall submit fingerprints for review by the Department of Justice and authorize School District to receive subsequent arrest and conviction notifications.

G. Confidentiality. Probation acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law relating to privacy. Probation shall ensure that all activities undertaken pursuant to this Memorandum of Understanding comply with these requirements.

H. Information Sharing. Probation will share client-specific data with project partners for case coordination and evaluation purposes, in compliance with applicable statutes, pursuant to an information sharing MOU.

I. Evaluation. Probation will collect and store data pursuant to a data-sharing MOU to evaluate KKIS processes and outcomes, and will coordinate evaluation activities with KKIS project partners.

J. Partnership to Keep Kids in School Participation. Probation will be represented at and participate meaningfully in The Partnership to Keep Kids in School.

3. Compensation For Services:

Neither party shall be liable to the other for any costs or expenses paid or incurred in performing services pursuant to this Memorandum of Understanding.

4. Amendments:

All changes to the body of the MOU shall be made in a signed writing upon mutual agreement of all parties.

5. Term

The effective date of this Memorandum of Understanding is from July 1, 2018 to June 30, 2020. Termination of this Memorandum of Understanding shall be in accordance with the provisions of Article 9.

6. Dispute Resolution:

If a dispute arises between Probation and School District under this MOU, Administrator from School District and the Juvenile Probation Division Director shall meet within three (3) business days to resolve the dispute. If the dispute cannot be resolved, the matter may be submitted to the Chief Probation Officer and to the School District's Superintendent for resolution.

7. Indemnification:

The parties agree to each defend, indemnify and hold harmless each other Party, and their officers, employees and agents from and against any and all liabilities or claims for injury or damages and all costs and expenses (including attorney's fees) arising out of the performance of this MOU, but only in proportion to and to the extent such liability or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of the indemnifying Party.

8. Agreement:

The parties hereto will have their duly authorized representatives execute this Memorandum of Understanding on the day, month and year below written and agree that the terms of this MOU will commence effective July 1, 2018. The MOU shall be governed by the laws of the state of California.

9. Termination:

If any party hereto experiences changes in their needs or their ability to continue the current agreement, thirty (30) days advance notice will be given prior to the cancellation of this MOU.

SCHOOL DISTRICT

Steven Kellner, Superintendent
West Sonoma County Union High School
District
462 Johnson Street
Sebastopol, CA 95472

By: _____
Steven Kellner, Superintendent

Date: _____

COUNTY: COUNTY OF SONOMA

David Koch, Chief Probation Officer
Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By:  _____
Deputy County Counsel

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SONOMA
AND
WEST SONOMA COUNTY UNION HIGH SCHOOL DISTRICT
FOR
INFORMATION SHARING**

This Memorandum of Understanding “MOU” is made and entered into this 1 day of July, 2018, in the State of California, by and between the County of Sonoma (hereinafter “County”) and the West Sonoma County Union High School District (hereinafter “School District”), collectively “the Parties.”

RECITALS

Whereas, the Parties understand and agree that information sharing is essential to achieving their shared goals of enhancing the health, education, and welfare of children and their families;

Whereas, the County may from time to time fund particular programs specifically designed to help certain children achieve academic success and both County and School District have a mutual interest in evaluating the efficacy of those programs;

Whereas, from time to time the disclosure to County of pupil records may be necessary in order to assist the County in delivering, evaluating, and improving services for students served by School District;

Whereas, the Parties desire to commit to sharing information within the confines of federal and state law and commit to protecting from disclosure to third parties personally identifiable information that is confidential under state or federal law.

AGREEMENT

Now, therefore, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. This MOU includes Exhibits outlining specific data to be shared, the lead agency, planned usage, and provisions for confidentiality, all of which taken together shall constitute one agreement. Parties to this MOU will only share information as detailed in this MOU and as allowed by applicable laws and rules.

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2. "Pupil Records" as used herein shall refer to records defined as pupil records in Section 49061 et seq. of the California Education Code or personally identifiable education records as defined in 34 C.F.R. § 99.3 et seq. Pupil Records as used herein shall not be construed to include those items excluded in the foregoing statutes and shall not be construed to include aggregated or de-identified information that has been stripped of information that would permit County to identify individual students and parents to which the information applies.
 3. Each party shall be responsible for ensuring that its data is shared, matched, exchanged or used in compliance with all applicable state and federal laws. The Parties to this MOU acknowledge and agree that data shared by School District will meet the exemption requirements of Title 34 of the Code of Federal Regulations, section 99.31 and Education Code section 49076 (a)(1)(G). School District will ensure that informed consent from the subject's parent/guardian is obtained for all confidential data which does not meet one of the above-listed exemptions.
 4. The parties acknowledge the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. sec 1232g, California Education Code section 49073-49079.7, and under provisions of state law relating to privacy. The County shall ensure that all activities undertaken pursuant to this MOU comply with these requirements.
 5. The parties agree that the programs detailed in the Exhibits do not permit personal identification of parents and students to individuals other than representatives of School Districts, County Departments or their partners that have legitimate grounds for accessing the information as outlined in the attached Exhibits. Where required, information will be shared only with informed consent of the subject of the information and the subject's parents, as applicable.
 6. Parties shall conduct data collection and analysis functions (as detailed in Exhibits) in a manner that does not permit the personal identification of parents and students associated with Pupil Records, by anyone other than the persons specifically described in the Exhibits.
 7. Confidential data furnished by any party pursuant to this MOU will be used or disclosed only as specifically provided by this MOU. Confidential data furnished by any party pursuant to this MOU shall not be disclosed for use to any person other than the authorized parties' staff who is assigned to the use of data for the purposes authorized under this MOU.
 8. The Parties agree to make a good faith effort to resolve informally any and all differences arising between them in the interpretation or performance of this MOU. If a dispute persists, either party may suggest an executive meeting for review and

resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting to review the issues and solution options. An executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this MOU shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

9. The individuals executing this MOU on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind their respective Party to the terms and conditions hereof.
10. Unless expressly agreed to in an Exhibit, neither School Districts nor County will receive any funding under this MOU. Neither party shall be liable to the other for any costs or expenses paid or incurred in performing services pursuant to this MOU.
11. This MOU may be periodically amended, as evidenced in writing and signed by all parties, to include additional parties. Additional Exhibits will accompany amendments to this MOU to detail any new information, sharing practices, or policies
12. The term of this MOU shall be from July 1, 2018 through June 30, 2020. Any party may terminate their participation in this MOU by giving the other parties thirty (30) days advance written notice of the effective date of termination.
13. School District will provide the dataset and/or electronic documentation of the datasets requested as detailed in the Exhibits.
14. County will implement data sharing practices as detailed in the Exhibits.

IN WITNESS WHEREOF, the parties have executed this MOU on the dates indicated below.

SCHOOL DISTRICT:

West Sonoma County Union High School District
462 Johnson Street
Sebastopol, CA 95472

By: _____
Steven Kellner, Superintendent

Date: _____

APPROVED AS TO FORM FOR DISTRICT

By: _____
School District Legal Counsel

Date: _____

COUNTY OF SONOMA

Sonoma County Probation Department
600 Administration Drive, Room 104J
Santa Rosa, CA 95403

By: _____
David Koch, Chief Probation Officer

Date: _____

Sonoma County Human Services Department
3600 Westwind Boulevard
Santa Rosa, CA 95403

By: _____
Karen Fies, Director, Sonoma County
Human Services Department

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____
Phyllis Gallagher, Deputy County Counsel

Date: _____

Exhibit A:
Keeping Kids in School

Project Name: Keeping Kids in School

County Agency Lead: Probation Department

Timeframe for the analysis of the data:

Start Date: July 1, 2018

End Date: June 30, 2020

Project Overview

Keeping Kids in School (KKIS) is a student engagement/juvenile delinquency prevention program that combines school/districtwide attendance improvement support with individualized case management services to K-12 students exhibiting a pattern of chronic absenteeism and their families. Data shared under this MOU will be used for ongoing case coordination such as student assessments, action and transition planning, and referrals for services. Data will also be used to conduct program evaluation activities.

The expected KKIS program outcomes are outlined below:

Participant Goals

1. Reduction in the incidence of school absence and truancy for at risk students in Sonoma County;
2. Increase in student and parent engagement with school;
3. Improvements in participant educational outcomes;
4. Improvements in the functioning of participant families; and
5. Reductions in participant involvement in criminal activity.

Community Goals

1. Reduction of negative impacts upon community that result from chronic absence and truancy;
2. School districts experience increased revenue as a result of reduced student absence;
3. Increased school district revenue provides for sustainability of chronic absence/truancy prevention efforts.

Data Shared by School District

The following data elements are necessary for ongoing case coordination and evaluation purposes. Probation will provide student name(s) and request the following data points for the student.

Data Element	Data Level	Frequency	Rationale for Using Data <i>Case Coordination</i>
Student Attendance Records	KKIS participants	As requested by case managers or Probation staff Typically ongoing collection by case managers and quarterly collection by the Probation Department	To track the historic and ongoing daily attendance of KKIS participants to determine student progress, the effectiveness of program services, and to facilitate ongoing case-coordination
Grade Records	KKIS participants	As requested by case managers or Probation Department staff Typically collected twice during a reporting period: progress report and grade report (or whatever reports are typical for the student's enrolled school)	To track the academic history and progress of KKIS participants to determine student progress, the effectiveness of program services, and to facilitate ongoing case-coordination
Discipline Records	KKIS Participants	As requested by case managers or Probation Department staff Typically collected twice during a grade reporting period	A data point used to measure student engagement history and progress of KKIS participants to determine student progress and effectiveness of program services and to facilitate ongoing case-coordination

Available School-wide Attendance and Discipline Data	School	Collected on an ongoing basis in time intervals available via School District data collection systems	To inform the understanding of school-wide needs for the allocation of KKIS resources and to determine progress and effectiveness of program services
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Data Shared to School District

The following data elements are necessary for ongoing case coordination and evaluation purposes and authorized under Sonoma County Standing Order No. 2015 (1) issued on December 31, 2015. As stated in this Standing Order, only information that is relevant to the treatment and services available to the minor through the program will be disseminated beyond the Student Attendance Team lead (assigned case manager).

Data Element	Data Level	Frequency	Rationale for Using Data <i>Case Coordination</i>
Juvenile Case File Information	KKIS Participants	As requested by the Student Attendance Team lead (assigned case manager)	To facilitate ongoing case coordination and determine the effectiveness of program services

Planned Usage of Data

1. Probation Department: As the lead agency in charge of fiscal and administrative oversight of the KKIS project, the Probation Department will use data to guide program oversight, development, refinement, and sustainability purposes. De-identified data will also be used for progress and summary reports.
2. KKIS Partners:
 - a. *Seneca Family of Agencies (Seneca)* – contracted with the Probation Department to provide KKIS services to School District. Data will be used by case managers and other Seneca staff to conduct day-to-day program services such as student

assessments, action and transition planning, and referrals for services. Data will also be used to assess the effectiveness of case management and school/districtwide attendance improvement strategies to refine service delivery as needed.

- b. *Sonoma County Human Services* - manages the Apricot database, a cloud-based system where KKIS case files are organized and project data collected.
 - c. *KKIS Student Attendance Teams* – multi-disciplinary teams led by the case manager to support KKIS participants at the School District may use data to facilitate ongoing case coordination and determine the effectiveness of program services.
3. Other: aggregates of these data, *with all identifiers removed*, may be shared with School District, Sonoma County Board of Supervisors, members of the Shared Outcome Measurement Committee, and other local collaborative groups when deemed important and relevant for directing and developing resources, refining existing programs, and encouraging county-wide collaborations and linkages.

Provisions of Confidentiality

The Probation Department certifies that all KKIS project staff and contracted partners ensure the confidentiality of information obtained from the school districts through the following activities:

- The original copy of the data (which may be shared on a physical device such as a flashdrive) or any hard copy printout of the data must be stored in a locked drawer or file cabinet while not being referenced by case managers or other appropriate staff. Printed information that is no longer needed will be destroyed. Printouts of data from the schools or school district are not to be distributed to anyone outside of project personnel. Project personnel include Human Services Department staff who will manage the on-line database.
- All Pupil Records will be destroyed when the information is no longer needed for the purposes of this project.
- Organizational or institutional penalties for the misuse of confidential data and breach of confidentiality by staff exist, are available in writing, and are enforced.
- Specific sanctions for confidentiality violation can be imposed that include employee disciplinary action and any of the following: remedial training in confidentiality, loss of

certification of competency in confidentiality, prohibition from future work with confidential data at the institution, and/or discharge.

- Users of the Apricot cloud-based database are authenticated by means of passwords or digital ID.
- Access to the Apricot cloud-based database is controlled by means of role-based authentication/access. Additionally, access to data files are restricted to specific project staff and access by non-project staff is not permitted.
- There is an audit trail that documents who, when, and for what purpose data is accessed via the Apricot cloud-based database.
- All KKIS participants and/or families sign releases of information with both Seneca Family of Agencies and the Probation Department complying with all applicable state and federal privacy laws explaining the use of student record data.
- Any security, data breach, loss or theft gets reported to School District Administrator. The School District certifies that any information shared to the school districts under this MOU will remain confidential and any and all documents obtained pursuant to this order will be destroyed upon a minor's termination or graduation from the Keeping Kids in School project.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 31
(This Section for use by Clerk of the Board Only.)

To: The Board of Supervisors of Sonoma County

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Regional Parks

Staff Name and Phone Number:

Bethany Facendini, Community Engagement
Manager (707) 565-6144

Supervisorial District(s):

1

Title: Funding Agreement for Spring Lake Park Environmental Discovery Center of Sonoma County

Recommended Actions:

Approve and authorize the Director of Regional Parks to execute a reimbursement agreement and any necessary amendments with the City of Santa Rosa for funding operations of the Environmental Discovery Center of Sonoma County at Spring Lake Park in the amount of \$60,000 with a term ending June 30, 2022.

Executive Summary:

Since 2001, the City of Santa Rosa (City) has partially funded operations at the Environmental Discovery Center of Sonoma County (EDC) at Spring Lake Park. The funding supports exhibits that teach EDC visitors about the water cycle and storm water pollution prevention and partially assists the City and County to meet outreach goals including compliance with National Pollutant Discharge Elimination System (NPDES) requirements. Ongoing support from the City will contribute \$60,000 (\$12,000 per year for 5 years) toward the operation of the EDC.

Discussion:

History

The Spring Lake Park Environmental Discovery Center (EDC) provides environmental education and outreach programs for school aged children and public visitors. Programming provided at the EDC includes a "Down the Drain" segment educating school aged children about the water cycle and storm water pollution prevention. In addition, the program assists the County in compliance with the public outreach requirement of its NPDES permit.

Since 2001, the City has contributed funding toward the operation of the EDC to further its outreach goals related to the environment and storm water pollution prevention.

Discussion of the local area

The EDC is a natural history center located at Spring Lake Regional Park. The EDC features hands-on displays and exhibits reaching approximately 5,000 children and adult visitors per year.

Future activities

As described in the attached contract, beginning in June, 2018, the City will contribute \$60,000 (\$12,000 per year for 5 years) toward the operation of the ECD. The annual funding is included in the Sonoma County Regional Parks (SCRIP) department budget.

Prior Board Actions:

The Board unanimously approved a previous agreement on 1/27/2009.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Educating local citizens about watersheds and the protection of water resources broadly promotes the protection of natural resources in Sonoma County.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	12,000	12,000	12,000
Additional Appropriation Requested			
Total Expenditures	12,000	12,000	12,000

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other	12,000	12,000	12,000
Use of Fund Balance			
Contingencies			
Total Sources	12,000	12,000	12,000

Narrative Explanation of Fiscal Impacts:

Starting in FY 2017-18, and for 5 successive years, \$12,000 annually will be budgeted in the Community Engagement division budget for this work.

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: Agreement for Funding Spring Lake Park Environmental Discovery Center of Sonoma County			
Related Items “On File” with the Clerk of the Board:			

**AGREEMENT FOR FUNDING
SPRING LAKE PARK ENVIRONMENTAL DISCOVERY CENTER
OF SONOMA COUNTY**

This Agreement is by and between the City of Santa Rosa, a Charter City (“City”), and the County of Sonoma, political subdivision of the State of California, by and through the Regional Parks Department (“County”).

RECITALS

- A. County operates Spring Lake Park (“Park”) under an existing Agreement with the Sonoma County Water Agency.
- B. County provides environmental education opportunities at the Environmental Discovery Center (“EDC”) of Sonoma County at the Park.
- C. By participating in the funding of the EDC, a contributor is entitled to name recognition at the EDC, in its publications, and programs. Contributors are also entitled to a seat on the EDC’s Advisory Committee and may place publications and displays at the EDC that further the contributor’s outreach goals.
- D. County has executed similar funding agreements with the City for development and operation of the EDC in the past.
- E. The City wishes to provide funding to County for the continued development and operation of the EDC in the amount of \$12,000 per year for a period of 5 years, commencing with fiscal year 2017/2018.
- F. The City has determined that continued operation of the EDC will serve to further its outreach goals related to the environment and storm water pollution prevention.

AGREEMENT

County through its Regional Parks Department and City agree as follows:

- 1. RECITALS
The above recitals are true and correct.

- 2. CITY RESPONSIBILITIES

- 2.1 Upon execution of this Agreement, receipt of an invoice, and approval of City’s budget for the current fiscal year, the City shall provide to County an annual payment in the amount of \$12,000 per fiscal year, for five successive fiscal years, beginning in 2017/2018. Funds are to be used for the continued development and operation of the Environmental Discovery Center of Sonoma County. The total amount authorized under

this Agreement shall not exceed \$60,000. The City's Finance Director is authorized to pay all proper claims from Account Number 330502.

3. REGIONAL PARKS' RESPONSIBILITIES

3.1 County shall use all funds provided by the City for the purpose of developing educational programs and services at the Environmental Discovery Center. Examples of appropriate educational programs include storm drain education using a watershed model, computer games, creek walk, crawl-through storm drain display, and an outreach program for all residents within Sonoma County.

3.2 County shall provide the City with the following other benefits:

- a. Signage at the EDC showing the City as a key partner in the development and operation of the EDC.
- b. Recognition in Regional Parks' newsletter and in media releases relating to the EDC and its operations.
- c. Recognition at special events relating to the EDC and its operations.
- d. Opportunities to place City publications and/or displays at the EDC.
- e. Development of displays and other outreach methods for the EDC.
- f. Demographic data of EDC's outreach is to be provided to the City in support of the City's NPDES Permit Annual Reporting to the NCRWQCB. Data should include but not be limited to annual total attendance, number of classrooms, number of groups, an estimate of each from Santa Rosa, and outreach efforts to ethnic communities.

3.3 Records: County shall maintain complete and accurate records of all EDC transactions in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records shall be available to the City at all reasonable times for inspection and analysis.

3.4 Statement of Costs: At the end of each fiscal year, County shall submit to City a statement of complete accounting of the City's portion of EDC operating costs.

3.5 Invoices: County shall invoice the City for costs authorized under this Agreement. All invoices submitted to City by County shall be clearly marked "County of Sonoma, Regional Parks, Funding of Spring Lake Park Environmental Discovery Center of Sonoma County".

4. OTHER PROVISIONS

4.1 Authority to Amend Agreement: The City Manager is authorized to execute in a form approved by the City Attorney, on behalf of the City, amendments that cumulatively do not exceed \$100,000. The Director of Regional Parks is authorized to execute such amendments in a form approved by County Counsel on behalf of the County of Sonoma.

All other changes to the Agreement must be authorized by the Board of Supervisors, or the Santa Rosa City Council.

4.2 No Waiver of Breach: The waiver by City 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.

4.3 Construction: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

County through its Regional Parks Department and City 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. County and City acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

4.4 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.

4.5 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 to the County of Sonoma.

4.6 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.

4.7 Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and 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.

4.8 Mutual Indemnification: Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents and employees, from and against any and all claims, losses, 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 negligent act or omission of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of

damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

4.9 Notices: Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City Contact:

Nick Sudano
Senior Environmental Specialist
City of Santa Rosa
Water Department
69 Stony Circle
Santa Rosa, CA 95401
nsudano@srcity.org

Regional Parks Contact:

Bethany Facendini
Community Engagement Manager
Sonoma County Regional Parks
2300 County Center Drive, #120-A
Santa Rosa, CA 95403
Bethany.facendini@sonoma-county.org

4.10 Term of Agreement: This Agreement shall terminate June 30, 2022 unless amended in accordance with the provisions specified under paragraph 4.1.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth below.

COUNTY OF SONOMA
APPROVED AS TO FORM FOR
COUNTY:

Date: _____

By: _____
County Counsel

COUNTY OF SONOMA BY AND
THROUGH THE REGIONAL PARKS
DEPARTMENT

Date _____

Taxpayer ID #

By _____

Name: _____

Title: _____

CITY OF SANTA ROSA

Date: _____

APPROVED AS TO FORM FOR
CITY:

By: _____
City Attorney

A Charter City

By _____

Name: _____

Title _____



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 32
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sheriff's Office

Staff Name and Phone Number:

Christel Querijero, 565-3923

Supervisorial District(s):

Second District

Title: Agreement for Supplemental Law Enforcement Services with Sonoma Raceway

Recommended Actions:

Authorize the Sheriff to execute the supplemental law enforcement services agreement with Sonoma Raceway for its NASCAR Races from June 21, 2018 through June 24, 2018 for revenue in the amount of \$129,973 to ensure the safety of Sonoma County citizens during a major outdoor event.

Executive Summary:

The Sheriff's Office requests that the Board authorize the Sheriff to execute the supplemental law enforcement services agreement with Sonoma Raceway to provide security services at the NASCAR Race events and receive reimbursement for direct and indirect costs estimated at \$129,973. This is the Sheriff's Office twenty seventh consecutive year providing these services.

Discussion:

Background. Government Code Section 53069.8 allows the Board of Supervisors to contract on behalf of the Sheriff to provide supplemental law enforcement services to private entities. Resolution 93-1720 authorizes the Sheriff to execute any contract for supplemental law enforcement services on behalf of the County that does not exceed \$25,000. Any contract over the \$25,000 threshold continues to require Board of Supervisors authorization. Additionally, the Board annually adopts an ordinance establishing fees for security services.

The Sonoma County Sheriff's Office has been providing special security services to Sonoma Raceway for the past twenty-five years. The services provided under this agreement are above and beyond the normal level of law enforcement services provided to the community by the Sheriff's Office. The County is reimbursed by Sonoma Raceway for both the direct and indirect costs of providing these special security services.

Request. The scope of services to be provided includes sergeant, deputy, dispatcher, and community service officer staff time, and patrol cars staggered over the four days from June 21, 2018 through June 24, 2018. The cost of these services is estimated at \$129,973. The agreement is substantially the same as the Board approved agreements from prior years in terms of staffing and cost. The services to be provided will in no way interfere with regular law enforcement services provided by the Sheriff's Office. The operational costs and corresponding revenue reimbursement are included in the Sheriff's Office FY 17-18 adopted budget.

Prior Board Actions:

Board approved annual Sheriff's Office fee ordinance, which sets the fee for security services provided by the Sheriff's Office.
 Board has approved annual security service agreements since 1991.

Strategic Plan Alignment

The Agreement for Supplemental Security Services with Sonoma Raceway will allow for supplemental law enforcement services to be provided for a large racing event. These services will help to ensure the safety of the event attendees and the surrounding community.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$129,973		
Additional Appropriation Requested			
Total Expenditures	\$129,973		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$129,973		
Use of Fund Balance			
Contingencies			
Total Sources	\$129,973		

Narrative Explanation of Fiscal Impacts:

The agreement calls for the reimbursement of both direct and indirect costs associated with providing special security services. The final amount will be determined at the conclusion of the event.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Agreement for supplemental law enforcement services with Sonoma Raceway for the NASCAR races from June 21, 2018 through June 24, 2018 including Exhibit A – 2018 NASCAR Schedule and Cost Estimate			
Related Items “On File” with the Clerk of the Board:			

Exhibit A

Security services provided pursuant to the attached Agreement shall be provided as an open book account. The rates for such services are listed below, followed by the estimated level of services to be provided and their costs:

<u>NASCAR 2018</u>				<u>Sergeant</u>	<u>Deputy</u>	<u>CSO</u>	<u>Dispatcher</u>	<u>Personnel</u>				
Sonoma Raceway 29355 Arnold Drive Sonoma, CA 95476				128.00	1029.00	8.00	72.00	Total Hours	1237.00			
Att: Jere Starks				\$129.19	\$101.62	\$49.07	\$70.88					
				Total cost by rank	\$16,536.32	\$104,566.98	\$392.56	\$5,103.36	Personnel Total Cost	\$126,599.22		
Revenue to Patrol - 30014000 / 45135								<u>Vehicle</u>				
								Total # Used	30			
								Cost/day	\$65.12			
								Vehicle Total Cost	\$1,953.60			
								Mileage Round trip	50			
								Total miles driven	1,500			
								Cost/mile	\$0.67			
								Mileage Total Cost	\$1,005.00			
								<u>Other</u>				
								Fuel	\$415.65			
								Golf Cart Rental	\$0.00			
								Other Total Cost	\$415.65			
								Final Total Cost	\$129,973.47			
<u>Day</u>	<u>Rank</u>	<u>Name</u>	<u>Call</u>	<u>Assignment</u>	<u>Vehicle</u>	<u>Start</u>	<u>End</u>	<u>Hours</u>	<u>Sgt</u>	<u>Dep</u>	<u>CSO</u>	<u>Disp</u>
Thursday	Sgt			Set up		8.00	16.00	8.00	8.00			
6/21/2018	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Intel		8.00	16.00	8.00		8.00		
	Dep			Intel		12.00	16.00	4.00		4.00		
	Dep			Patrol		18.00	6.00	12.00		12.00		
	Dep			Patrol		18.00	6.00	12.00		12.00		
Friday	Sgt			Supervisor		6.00	18.00	12.00	12.00			
6/22/2018	Sgt			Supervisor		14.00	2.00	12.00	12.00			
	Dep			Patrol		6.00	16.00	10.00		10.00		
	Dep			Patrol		6.00	16.00	10.00		10.00		
	Dep			Patrol/Coroner		8.00	18.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		

Sgt. Approval _____

Lt. Approval _____

Exhibit A

<u>Day</u>	<u>Rank</u>	<u>Name</u>	<u>Call</u>	<u>Assignment</u>	<u>Vehicle</u>	<u>Start</u>	<u>End</u>	<u>Hours</u>	<u>Sgt</u>	<u>Dep</u>	<u>CSO</u>	<u>Disp</u>
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Patrol		10.00	20.00	10.00		10.00		
	Dep			Patrol		10.00	20.00	10.00		10.00		
	Dep			Patrol		16.00	2.00	10.00		10.00		
	Dep			Patrol		16.00	2.00	10.00		10.00		
	Dep			Patrol		18.00	4.00	10.00		10.00		
	Dep			Patrol		18.00	4.00	10.00		10.00		
	Dep			Patrol		20.00	6.00	10.00		10.00		
	Dep			Patrol		20.00	6.00	10.00		10.00		
	Disp			Dispatch		7.00	19.00	12.00				12.00
	Disp			Dispatch		19.00	7.00	12.00				12.00
	Sgt			EOD		4.50	16.50	12.00	12.00			
	Dep			EOD		4.50	16.50	12.00		12.00		
	Dep			EOD		4.50	16.50	12.00		12.00		
	Dep			EOD K9		4.50	16.50	12.00		12.00		
	Dep			Intel		7.00	17.00	10.00		10.00		
	Dep			Intel		7.00	17.00	10.00		10.00		
	VIP			CP		7.00	17.00	10.00				
	Dep			Arrest Van		12.00	22.00	10.00		10.00		
Saturday	Sgt			Supervisor		6.00	18.00	12.00	12.00			
6/23/2018	Sgt			Supervisor		14.00	2.00	12.00	12.00			
	Dep			Patrol		6.00	16.00	10.00		10.00		
	Dep			Patrol		6.00	16.00	10.00		10.00		
	Dep			Patrol		6.00	16.00	10.00		10.00		
	Dep			Patrol		6.00	16.00	10.00		10.00		
	Dep			Patrol		8.00	18.00	10.00		10.00		
	Dep			Patrol/SAR		8.00	18.00	10.00		10.00		
	Dep			Coroner		8.00	18.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		

Sgt. Approval _____

Lt. Approval _____

Exhibit A

<u>Day</u>	<u>Rank</u>	<u>Name</u>	<u>Call</u>	<u>Assignment</u>	<u>Vehicle</u>	<u>Start</u>	<u>End</u>	<u>Hours</u>	<u>Sgt</u>	<u>Dep</u>	<u>CSO</u>	<u>Disp</u>
	Dep			Patrol		7.50	18.00	10.50		10.50		
	Dep			Patrol		7.50	18.00	10.50		10.50		
	Dep			Patrol		7.50	18.00	10.50		10.50		
	Dep			Patrol		7.50	18.00	10.50		10.50		
	Dep			Patrol		7.50	18.00	10.50		10.50		
	Dep			Patrol		7.50	18.00	10.50		10.50		
	Dep			Patrol		7.50	18.00	10.50		10.50		
	Dep			Patrol		7.50	18.00	10.50		10.50		
	Dep			Patrol		7.50	18.00	10.50		10.50		
	Dep			Patrol		7.50	18.00	10.50		10.50		
	Sgt			Motor Super		9.00	19.00	10.00	10.00			
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Patrol		12.00	22.00	10.00		10.00		
	Dep			Patrol		12.00	22.00	10.00		10.00		
	Dep			Patrol		18.00	6.00	12.00		12.00		
	Dep			Patrol		18.00	6.00	12.00		12.00		
	Dep			Parking		7.00	15.00	8.00		8.00		
	Dep			Parking		7.00	15.00	8.00		8.00		
	CSO			Parking		7.00	15.00	8.00			8.00	
	Disp			Dispatch		7.00	19.00	12.00				12.00
	Disp			Dispatch		7.00	19.00	12.00				12.00
	Dep			SAR		8.00	18.00	10.00		10.00		
	Dep			Coroner		8.00	18.00	10.00		10.00		
	Dep			Intel		6.00	18.00	12.00		12.00		
	Dep			Intel		6.00	18.00	12.00		12.00		
	Sgt			EOD		4.50	16.50	12.00	12.00			
	Dep			EOD		4.50	16.50	12.00		12.00		
	Dep			EOD		4.50	16.50	12.00		12.00		
	Dep			EOD K9		4.50	16.50	12.00		12.00		
	VIP			CP		7.00	17.00	10.00				
	Dep			Arrest van		10.00	20.00	10.00		10.00		

Sgt. Approval _____

Lt. Approval _____

Agreement for Supplemental Law Enforcement Services

This Agreement for Supplemental Law Enforcement Services is entered into by and between the County of Sonoma, a political subdivision of the State of California (hereinafter called "County"), and Sonoma Raceway (also known as Sonoma Speedway), a corporation authorized to operate in the State of California (hereinafter called "Service Recipient").

WHEREAS, Government Code section 53069.8 authorizes County, through the Sonoma County Sheriff's Office, to provide supplemental law enforcement services to private individuals or entities to preserve the peace at special events or occurrences that happen on an occasional basis; and

WHEREAS, Service Recipient has requested supplemental law enforcement services to be provided at the NASCAR races from Thursday, June 21, 2018, through Sunday, June 24, 2018, as described herein, and such services are considered to be beyond the normal and regular law enforcement services that County would otherwise have provided to Service Recipient but for this Agreement.

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

1. SUPPLEMENTAL LAW ENFORCEMENT SERVICES

County agrees to provide law enforcement services in the manner set forth herein. Such services shall be rendered by regularly-appointed peace officers who are employed by the County Sheriff's Office and shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by the Sheriff under State statutes and local ordinances. Services may include traffic control, parking enforcement and general law enforcement at the event location to the extent specified in this Agreement or as determined necessary by Sheriff's Office employees performing services.

Exhibit A, which is incorporated into this Agreement by this reference, sets forth the specific level of services to be provided, as well as the date(s) and time(s) that services are scheduled. The specified hours of services include travel time to and from the event location.

Supplemental security services can only be provided based on the availability of qualified personnel. In addition, the requirements of the Sheriff, whether normal or extraordinary, shall be deemed paramount to this contract. In the event of an unanticipated emergency that in the Sheriff's sound discretion requires the use of any employees, vehicles, and/or equipment contemplated by this Agreement, the Sheriff or his designee will immediately notify Service Recipient and may withdraw personnel, vehicles, and/or equipment without consent of Service Recipient and with no contractual liability under this Agreement.

2. EVENT LOCATION

Sheriff's deputies will initially report to work at the Sonoma County Sheriff's Main Office in Santa Rosa and shall then respond to the identified event at Sonoma Raceway at Highway 37 and 121 in Sonoma County.

3. SUPERVISION

The responsibility for assignment of personnel, supervision of law enforcement services, establishing standards of performance, determining and effecting discipline, determining equipment required, and other matters relating to the performance of services and control of personnel under this Agreement, shall remain with County. County is also bound to abide by bargaining agreements covering County employees performing services hereunder.

In recognition of the Sheriff's professional expertise in the area of law enforcement, it is agreed that in the event of a dispute between the parties as to the manner of performance of required services, the determination by the Sheriff, or his on-site representative, shall be final and conclusive.

4. JOB ACTIONS BY COUNTY EMPLOYEES

In the event of a work slow-down, strike, "blue flu," or any other form of job action by County employees assigned to perform duties specified under this Agreement, County may provide a reduced level of service and Service Recipient will be responsible for payment for only those services actually provided.

5. COMPENSATION FOR SERVICES

The total cost of providing the level of services required under this Agreement shall be based on the rates set forth in Exhibit A. These rates are established by the Board of Supervisors for special security services, and include allowable direct and indirect costs estimated to be incurred by County for provision of the requested services. County estimates that the cost to Service Recipient of providing the level of services set forth in Exhibit A is \$129,973.47, including costs for mileage. The actual and final amount Service Recipient is required to pay County for provision of services pursuant to this Agreement shall be based on the actual services rendered and costs incurred, pursuant to the rates set forth in Exhibit A.

County shall provide an invoice for the costs Service Recipient incurs under this Agreement upon completion of the required security services. Service Recipient is required to pay the full cost of such invoice within 30 days after receipt.

6. BOOKING AND PROCESSING PRISONERS

Service Recipient will not be required to reimburse County for the cost of booking and processing individuals arrested and booked into the Sonoma County Jail by personnel performing services hereunder.

7. SERVICES AND MATERIALS TO BE PROVIDED BY SERVICE RECIPIENT

Sonoma Raceway will provide the following:

- (a) Meals for all Sheriff's Office personnel.
- (b) Parking area for Sheriff's Mobile Command Post with power supply on site and four phone lines.

- (c) Detention facility.
- (d) 20 Golf carts for use by Sheriff's Office personnel.
- (e) Fuel for golf carts and Sheriff's motorcycles.
- (f) 3 motor homes.

8. AUTHORIZATION FOR ENFORCEMENT OF TRESPASS LAWS

Sonoma authorizes the Sonoma County Sheriff's Office to act as follows during the period of Thursday, June 21, 2018, at 8:00 am through Sunday June 24, 2018, at 10:00 pm:

(a) Sonoma County Deputy Sheriffs are authorized to act as agents for Sonoma Raceway when enforcing Sonoma Raceway's rules and policies, and when enforcing California Penal Code Section 602 (which makes it a misdemeanor to enter upon certain types of lands and then refusing or failing to leave the lands immediately upon being requested by the owner or the owner's agent, *inter alia*); and

(b) Sonoma County Deputy Sheriff's shall act at the request of Sonoma Raceway in enforcing Penal Code Section 602.1(a) (which provides in part that any person who intentionally interferes with any lawful business or its customers and who refuses to leave the premises after being requested by a peace officer acting at the request of the owner, is guilty of a misdemeanor).

9. TERM OF AGREEMENT

This Agreement shall be effective immediately upon execution by both parties and shall terminate upon performance of all obligations hereunder, unless terminated earlier in accordance with provision 10, Termination.

10. TERMINATION

Either party may terminate this Agreement by giving written notice to the other of not less than 7 days. Service Recipient shall pay County for all costs of services rendered through and until the final date of termination.

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

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

COUNTY: Sheriff's Administration
Sonoma County Sheriff's Office
2796 Ventura Avenue
Santa Rosa, CA 95403
Tel: (707) 565-2872
Fax: (707) 565-6018

SERVICE RECIPIENT: Sonoma Raceway
Attn: Jere Starks
Highway 37 and 121
Sonoma, CA 95476
Tel: (707) 938-8448

12. INSURANCE

(a) Insurance Required: With respect to the performance of services provided by County under this Agreement, Service Recipient shall be required to maintain insurance as described below:

(1) Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy.

(i) "The County of Sonoma, including its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(ii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(iii) The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by the County.

(iv) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Risk Management Division."

(b) Insurance Documentation Required: The following insurance documentation shall be submitted to the County of Sonoma, Sheriff's Office:

(1) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon County's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of the County's request.

(c) Policy Obligations: Service Recipient's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(d) Material Breach: If Service Recipient, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this Agreement and obtain damages from the Service Recipient resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Service Recipient, County may deduct from sums due to Service Recipient any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to the County.

13. ADDITIONAL DOCUMENTS AND AGREEMENTS

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

14. ASSIGNMENT/DELEGATION

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without the written consent of the other party. No assignment or delegation shall be of any force or effect unless and until the necessary written consent has been provided.

15. NONDISCRIMINATION

Service Recipient 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, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

Service Recipient has reviewed Sonoma County Ordinance No. 4291 prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection. Service Recipient agrees to comply with the provisions of that Ordinance during the term of this Agreement and any extensions of the term.

16. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

17. NO WAIVER OF BREACH

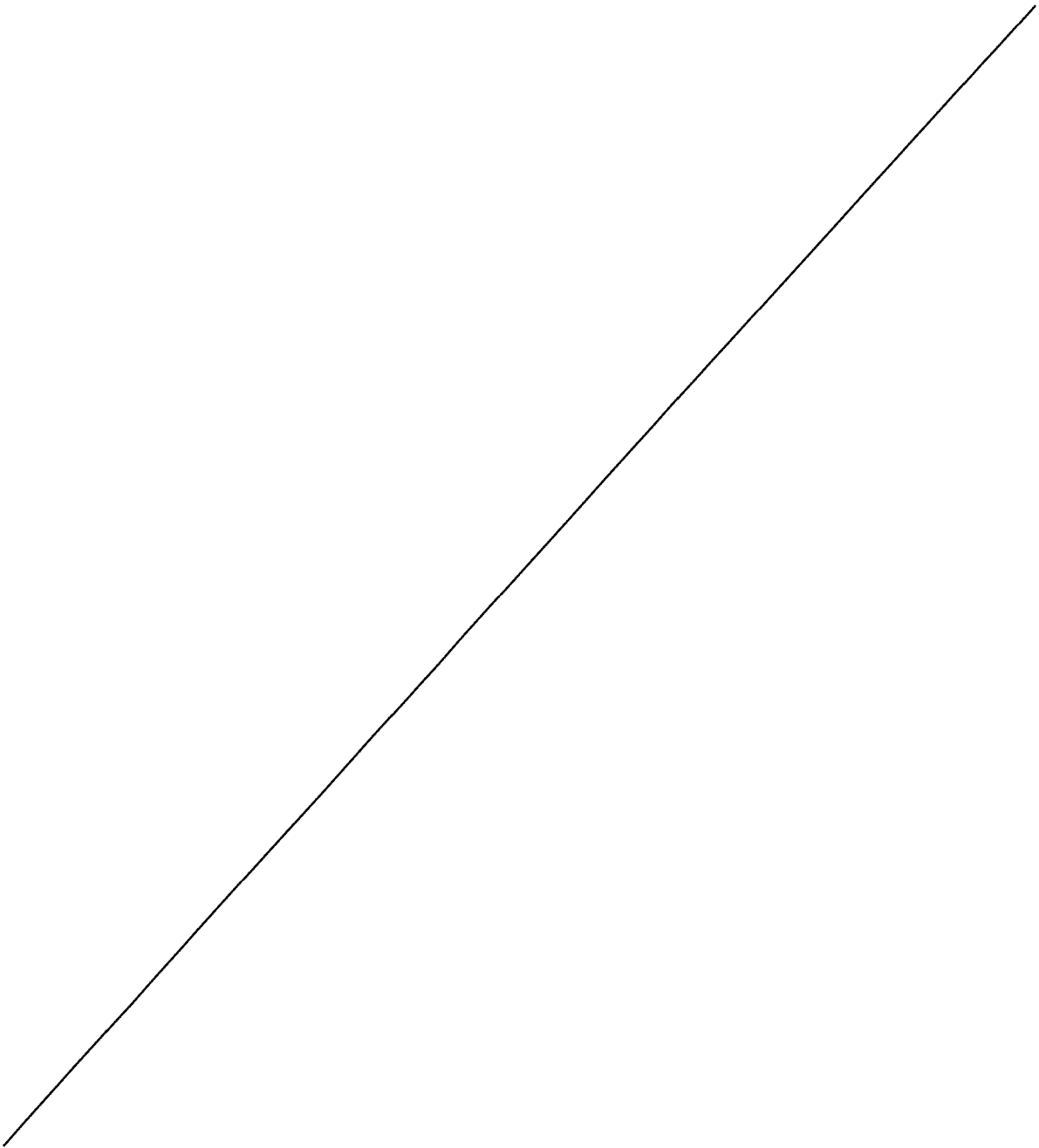
The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

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

19. CONSTRUCTION OF AGREEMENT AND VENUE

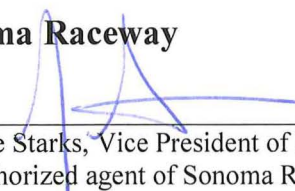
This Agreement shall be construed and enforced pursuant to the laws of the State of California. Venue of any action or proceeding regarding this Agreement or performance thereof shall be proper only in the County of Sonoma, State of California.



IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THE FORGOING TERMS AND PROVISIONS OF THIS AGREEMENT AND AGREE THERETO.

Sonoma Raceway

By: 
Jere Starks, Vice President of Facilities and
authorized agent of Sonoma Raceway

Dated: 4/21/18

County of Sonoma

By: _____
Sheriff-Coroner

Dated: _____

APPROVED AS TO FORM:

By: _____
Deputy County Counsel

Dated: _____

CERTIFICATES OF INSURANCE:

By: _____

Dated: _____



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 of Sonoma County

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sheriff's Office

Staff Name and Phone Number:

Christel Querijero, 565-3923

Supervisorial District(s):

Fourth District

Title: Amendment to Agreement for Law Enforcement Services Between the County of Sonoma and the Town of Windsor

Recommended Actions:

Authorize the Chair of the Board to execute a one-year Amendment to the Agreement for Law Enforcement Services between the County of Sonoma and the Town of Windsor for the period from July 1, 2018 through June 30, 2019

Executive Summary:

In 1998, the County and Town of Windsor entered into a ten-year Agreement for Law Enforcement Services, which expires on June 30, 2018. The Town of Windsor has expressed its intent to explore another long-term agreement with the County for these services, however at this time and until a new long-term agreement can be negotiated, the Town is requesting a one-year extension on the current Agreement for the next fiscal year from July 1, 2018 through June 30, 2019.

Discussion:

The County has been providing law enforcement services to the Town of Windsor since April 6, 1993, when the Board approved a five-year Agreement for Law Enforcement Services with the Town. The Board later approved a ten-year Agreement for Law Enforcement Services for the term from July 1, 1998 through June 30, 2018. Under the current Agreement, the County receives full reimbursement for the direct costs associated with the provision of law enforcement services by the Sheriff’s Office to the Town of Windsor. The Town also pays overhead, based on an annually determined overhead rate, which is applied to the actual salary and benefit costs of County personnel assigned to the Windsor Police Department. The Agreement supports 24 Sheriff’s Office employees, including 19 sworn personnel as well as funding for 0.5 FTE detective. The Windsor Police Department has an operational budget of \$7,364,209.

The Town of Windsor and the Sheriff’s Office continue to be satisfied with the collaborative, working relationship under the current Agreement, which expires on June 30, 2018. On December 20, 2017, the Windsor Town Council formally adopted Resolution 3417-17 to express its desire to renew the Agreement for Law Enforcement Services with the County for one year. The Town Manager notified the Sheriff and Board of Supervisors of the Town’s intention to renew the Agreement, pursuant to Section 28 of the Agreement. Although Section 28 allows for a contract renewal period of up to ten years, the Town is requesting a one-year renewal with the same terms and conditions in the current Agreement. Town staff have indicated their intention to negotiate a longer-term agreement during the next fiscal year.

The Sheriff requests that the Board of Supervisors approve the Amendment to the Agreement for Law Enforcement Services between the County of Sonoma and Town of Windsor.

Prior Board Actions:

4/6/93 - Board approved a five-year Agreement for Law Enforcement Services with the Town of Windsor
6/8/93, 8/30/94, 6/27/95, 9/24/96, 8/19/97 - Board approved amendments to the Agreement
2/24/98 – Board approved a ten-year Agreement for Law Enforcement Services with the Town of Windsor

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

Approval of the proposed amendment will ensure continuity of law enforcement services in the Town of Windsor.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$7,069,193	\$7,364,209	
Additional Appropriation Requested			
Total Expenditures	\$7,069,193	\$7,364,209	
Funding Sources			
General Fund/WA GF			
State/Federal/Town of Windsor Revenue	\$7,069,193	\$7,364,209	
Use of Fund Balance			
Contingencies			
Total Sources	\$7,069,193	\$7,364,209	
Narrative Explanation of Fiscal Impacts:			
<p>The Agreement for Law Enforcement Services with the Town of Windsor allows for full cost reimbursement, therefore the Windsor Police Department operational budget is a zero net cost budget. Windsor Police Department operational expenditures (\$5,925,574) are included in the Sheriff's Office FY 18-19 recommended budget. Estimated overhead to be paid by the Town of Windsor and recorded in the Sheriff's Administration budget (\$1,438,635) are also included in the Sheriff's Office FY 18-19 recommended budget.</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:			
A. Amendment to the Agreement for Law Enforcement Services between the County of Sonoma and Town of Windsor			
Related Items "On File" with the Clerk of the Board:			
<ol style="list-style-type: none"> 1. Agreement for Law Enforcement Services between the County of Sonoma and Town of Windsor 2. Town of Windsor Resolution No. 2417-17, Resolution of the Town Council of the Town of Windsor to renew the agreement for Law Enforcement Services with the County of Sonoma 			

**AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF SONOMA AND THE TOWN OF WINDSOR**

This Amendment ("Amendment"), dated as of _____, 2018, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and the Town of Windsor, a municipal corporation located within the geographic borders of the County of Sonoma, hereinafter referred to as ("Town").

RECITALS

WHEREAS, County and Town entered into that certain Agreement, dated May 6, 2008, for Law Enforcement Services between County and Town; and

WHEREAS, Town desires to continue to contract with County for the performance of law enforcement functions within the Town's municipal boundaries;

WHEREAS, County is capable of rendering such services under the terms and conditions set forth in its existing Agreement with Town;

WHEREAS, County and Town desire to amend Section 28 of the Agreement to extend the term by one year;

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

AGREEMENT

1. The first paragraph of Section 28, Term of Agreement, is hereby deleted in its entirety and replaced with the following language:

“This Agreement shall go into effect on July 1, 2008 at 12:01 a.m., and terminate at 11:59 p.m. on June 30, 2019, unless terminated earlier in accordance with provision 29, Termination. Provided, however, this agreement shall not take effect unless Town and County adopt a mutually agreeable FY 2018-19 Service Plan as described in paragraph 3.”

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

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

COUNTY AND TOWN HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

TOWN OF WINDSOR

COUNTY OF SONOMA

By: _____
John Jansons, Town Manager

By: _____
Chair of the Board of Supervisors

Date: _____

Date: _____

ATTEST

By: _____
Clerk of the Board

RECOMMENDED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Town Attorney

By: _____
Deputy County Counsel

Date: _____

Date: _____

REVIEWED AS TO SUBSTANCE:

REVIEWED AS TO SUBSTANCE:

By: _____
Town of Windsor Chief of Police

By: _____
Sheriff-Coroner

Date: _____

Date: _____



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 Supervisors

Board Agenda Date: May 22, 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

Title: Airport Long Term Parking Lot Construction, C0005 Contract Change Order

Recommended Actions:

Approve and authorize the Chair to sign Contract Change Order No. 3 to the construction contract with Ghilotti Construction Company, Inc. in the amount of \$120,475.00 for a total contract amount of \$3,922,251.75 for changes related to the Airport's revised / updated long term parking lot electrical plans.

Executive Summary:

The Department of Transportation and Public Works requests approval and authorization for the Chairperson to sign a contract change order for construction of the Airport's Long Term Parking Lot Project, APC005. The contractor is Ghilotti Construction Company, Inc. The total cost of the change order is \$120,475.00 for costs associated with updates and changes to long term parking lot electrical plans requested by the Airport.

Discussion:

Ghilotti Construction Company, Inc. was awarded the Airport Long Term Parking Lot Project, APC005 on August 22, 2017 as a result of a competitive solicitation. On December 22, 2017, the Airport reviewed plans for electrical modifications to the long-term parking lot. After consulting with electrical contractor Mike Brown Electric and Ghilotti Construction Company, Inc., modifications were identified at a cost not to exceed \$120,475.00. Unforeseen costs included needed improvements to prepare for parking solar panel installation at a future date as well as upgraded underground electrical to enable future installation of stage 2 EV charging station. Costs will include the following considerations:

1. Labor, materials, & equipment costs for Mike Brown Electric to perform all work identified as extra to install conduit, pull boxes, switch gear panels, transformer, pads, wiring, and bollards etc. as per revised plan sheets EO.1, E1.1, E1.2, E4.1, E4.2, and E5.1.
2. Pricing includes credit for base bid materials.

3. Additional costs include additional staking needs for added electrical scope, and office calculations based on the revisions provided from the base bid plan set.

All work will be completed in accordance with the applicable portions of the Standard Specifications, Special Provisions, and as directed by the Engineer.

This contract change order cost covers the material, equipment, and labor to accomplish the work as directed and is the agreed lump sum price to compensate the Contractor for this additional work.

This Contract Change Order will also include a contract time adjustment of 20 working days.

The Director of Transportation and Public Works is authorized to approve change orders of: \$5,000 for contracts up to \$50,000, 10% of the contract value for contracts up to \$250,000, and \$25,000 plus 5% of the original contract value for contracts over \$250,000, not to exceed \$50,000. For this contract, the Director of Transportation and Public Works is authorized to approve change orders up to \$50,000.

Prior Board Actions:

8/22/2017 No. 26 Award of contract for construction to Ghilotti Construction Company, Inc. in the amount of \$3,743,813.60

8/22/2017 No. 24 Resolution 17-0310 Board approved \$4,000,000 Note for long term parking lot

9/13/2017 No. 42 Board approved design contracts for long term parking lot and passenger terminal

9/13/2017 No. 41 – Resolution 16-0346 Board approved \$2,200,000 Note for long term parking lot and passenger terminal design.

2/9/2016 No. 40 Board received Airport update and requested Airport staff proceed with plans to expand the passenger terminal and long term parking

Strategic Plan Alignment Goal 3: Invest in the Future

As part of the Airport's Capital Improvement Plan, a new long-term parking lot improves the flying experience for our customers and provides increased revenue to help ensure the long term financial stability of the Airport.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	120,475		
Additional Appropriation Requested			
Total Expenditures	120,475		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	120,475		
Use of Fund Balance			
Contingencies			
Total Sources	120,475		
Narrative Explanation of Fiscal Impacts:			
<p>All costs associated with the long-term parking lot construction were included in the Airport's FY 2018-19 budget and will be financed with proceeds from a loan with the California Infrastructure Bank. The Board of Supervisors approved a Resolution allowing the Airport to proceed with the IBank Loan on May 8, 2018 with final approval occurring at an IBank meeting on May 22, 2018. Included in the loan request is a line item for Change Orders in the amount of \$300,000. Change Orders 1 and 2 were less than \$100,000 combined, which enables the Airport to finance 100% of Change Order 3 with loan proceeds.</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:			
Contract Change Order No. 3, Memorandum Dated 3/13/2018			
Related Items "On File" with the Clerk of the Board:			

**COUNTY OF SONOMA
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**

CONTRACT CHANGE ORDER NO. 3

SHEET 1 OF 2 SHEETS

CONTRACT FOR: Charles M. Schulz –Sonoma County Airport, Long Term Parking Lot Improvement Project

JOB NO.: C0005

AWARDED: August 22, 2017

TO: Ghilotti Construction, Inc.

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the Director of Public Works.

Changes requested by the County.

Estimated Cost: \$120,475.00

By reason of this order, the time of completion will be adjusted as follows: 20 Working Days

Submitted by: _____ Date: _____
Johannes Hoevertsz, P.E. (Director of Transportation and Public Works)

Approved by: _____ Date: _____
Chair, James Gore, (Sonoma County Board of Supervisors)

Agenda Item No.: 26 Dated: August 22, 2017

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted herein, and perform all services necessary for the work herein specified, and will accept as full payment thereafter the prices shown herein.

Accepted, Date: _____ Contractor: Matt McDonald

By: _____ Title: _____

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

This Change Order No. 3 is a settlement, accord and satisfaction of all potential claims by the Contractor against the County for all work to be completed as described in this Change Order No. 3. The intent of this Change Order No. 3 is to grant the Contractor all compensation and time extensions to which the Contractor is entitled as a result of the changes described within this Change Order No. 3.

Change in Plan

Direction to Contractor/description of order;

All work to be in accordance with applicable portions of the Standard Specifications, Special Provisions, and as directed by the Engineer.

Increase in Agreed Lump Sum Price:

A. On 12/22/2017, GCC was provided the revised/updated electrical plans as they pertain to the Long Term Parking Lot Project. The ~~not to exceed lump sum~~ price of \$120,475.00 includes;

1. Labor, materials, and equipment costs for Mike Brown Electric to perform all work identified as extra to install conduit, pull boxes, and switch gear panels, transformer, pads, wiring, and bollards per revised plan sheet #s EO.1, E1.1, E1.2, E4.1, E4.2, and E5.1.
2. Pricing includes credit for base bid materials.
3. Labor, equipment costs for GCC to handle additional electrical spoils as generated by Mike Brown Electric for revised electrical package. Additional costs include additional staking needs for added electrical scope, and added office work based on revisions from the base plan.

The total Lump Sum value of this change is **\$120,475.00**, per the attached pricing breakdown.

By order of this Change Order No. 3, 20 additional calendar days are granted.

CHANGE ORDER NO. 1 SUMMARY

SECTION	AMOUNT	DAYS
A	\$120,475.00	20
TOTAL	\$120,475.00	20



Integrated Waste
Road & Bridge Operations
Sonoma County Airport
Sonoma County Transit

Johannes J. Hoevertsz, Director

Deputy Director, Engineering and Maintenance: Olesya Tribukait

Memorandum

To: Board of Supervisors of Sonoma County

From: Jon Stout, AAE, CAE, Airport Manager

Date: March 13, 2018

Project: Long Term Parking Lot Improvements, APC005

Subject: Contract Change Order No. 3 –Revised, updated Long Term Parking Lot Electrical Changes.

Subject: Contract Change Order No. 3 –Revised, updated Long Term Parking Lot Electrical Changes.

Direction to proceed: Contract Change Order 3

Total Cost: \$120,475.00

Contract Time Adjustment: 20 working days

On 12/22/2017, Ghilotti Construction Company received the revised / updated electrical plans as they pertain to the Long Term Parking Lot Project. Upon review by the electrical contractor (MBE) and GCC, a price not to exceed \$120,475.00 has been established to perform the proposed changes as shown on updated plan sheet #s EO.1, E1.1, E1.2, E4.1, E4.2, and E5.1.

1. Labor, materials, & equipment costs for Mike Brown Electric to perform all work identified as extra to install conduit, pull boxes, switch gear panels, transformer, pads, wiring, bollards etc. as per revised plan sheets noted above.
2. Pricing includes credit for base bid materials.
3. Additional costs include additional staking needs for added electrical scope, and office calculations based on the revisions provided from the base bid plan set.

All work to be in accordance with the applicable portions of the Standard Specifications, Special Provisions, and as directed by the Engineer.

This will be a new item totaling \$120,475.00. This cost covers the material, equipment, and labor to accomplish the work as directed and is the agreed lump sum price to compensate Contractor for this additional work.

Closing: I recommend approval of this Contract Change Order #3 as written. Thank you.

CONTRACT FUNDING				
DESCRIPTION			COST	% BID
A	ORIGINAL BID		\$3,743,812.60	
B	CONTINGENCY		\$374,381.26	10%
C	ADDITIONAL FUNDS			
D	TOTAL APPROVED FUNDING	A+B+C	\$4,118,193.86	110%
CONTRACT MODIFICATION SUMMARY				
E	CONTRACT CHANGE ORDERS	I	\$178,439.15	4.33%
F	ENGINEER ADJUSTMENTS	J		
G	REVISED CONTRACT COST	A+E+F	\$3,922,251.75	104.77%
H	REMAINING FUNDING	D-G	\$195,942.11	5.23%

CONTRACT CHANGE ORDERS			
NO.	DESCRIPTION	COST	% BID
1	Line item adjust, light changes, & E.V.charging	\$8,387.15	0.22%
2	Revised additional signage	\$49,577.00	1.32%
3	Electrical Plan Changes	\$120,475.00	3.22%
I	TOTAL	\$178,439.15	4.77%

ENGINEER ADJUSTMENTS			
NO.	DESCRIPTION	COST	% BID
1			
J	TOTAL		

NOTE: The Director of Transportation and Public Works is authorized to approve change orders of: \$5,000 for contracts up to \$50,000, 10% of the contract value for contracts up to \$250,000, and \$25,000 plus 5% of the original contract value for contracts over \$250,000, not to exceed \$50,000. For this contract, the Director of Transportation and Public Works is authorized to approve change orders up to \$50,000.00.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 35
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz, (707) 565-2231

Countywide

Title: 2018 Certified Mileage of County Maintained Roads

Recommended Actions:

Adopt a resolution petitioning the California Department of Transportation in connection with the provisions of Section 2121 of the Streets and Highways Code that the certified mileage of maintained roads in the County of Sonoma be in accordance with Exhibit "A", showing a total of 1,368.37 miles of maintained roads.

Executive Summary:

The Department of Transportation and Public Works, in compliance with Section 2121 of the Streets and Highway Code, annually submits the additions and deletions to the mileage of maintained County roads to the State of California, Department of Transportation. The certified mileage of County maintained roads is used in the formula for gas tax allocation to the County of Sonoma, as well as, in the calculation of local streets rehabilitation for local Measure M. Approval of this certification will also support future allocations of the Highway Users Tax Fund to the County.

Discussion:

The State of California imposes per-gallon excise taxes on gasoline and diesel fuel, sales taxes on gasoline and diesel fuel and registration taxes on motor vehicles with allocations dedicated to transportation purposes. These allocations flow through the Highway Users Tax Account (HUTA) fund. The fund disburses 12.5% of the taxes collected at a ratio related to the number of miles maintained in the County road system, compared with the total miles of road in the State. Certifying the mileage annually ensures that the County receives the correct apportionment from the State Highway Users Tax.

The mileage is listed in the "Sonoma County Maintained Mileage Report Showing Road Additions, Road Deletions and Other Road Changes Occurring from May 2017 to May 2018", titled Exhibit "A".

The current maintained mileage is 1,368.37 miles.

Changes to the amount of maintained mileage occur for a variety of reasons, including annexations to and from nearby cities or the State, clerical corrections to the mileage system, and new construction can either add to the mileage or modify the mileage. A summary of the changes that have occurred over the past reporting year are listed below:

SUMMARY OF GAINS AND LOSSES

May 2017 to May 2018

<u>Road Name</u>	<u>Mileage Loss/Gain</u>	<u>Reason for Loss/Gain</u>
Canyon Road	-0.17	Records Correction
Kastania Road	1.25	New Construction
Petaluma Boulevard South	0.71	Realignment & New Construction
Alexander David Court	0.06	New Construction
Multiple (Roseland Area)	-11.90	Annexation - City of Santa Rosa
Langner Avenue	-0.14	Annexation - City of Rohnert Park
Labath Avenue	-0.15	Annexation - City of Rohnert Park
Millbrae Avenue	-0.11	Annexation - City of Rohnert Park
May 2017 County Mileage	1,378.82	
County Mileage Losses	-12.47	
County Mileage Gains	<u>2.02</u>	
TOTAL	1,368.37	

Prior Board Actions:

Annual Board certification the mileage of maintained roads to the State of California.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The annual certification of maintained roads keeps the public informed of the changes to the road network to which the County provides services, and ensures continuity of transportation funding.

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:			
There is no fiscal impact associated with the agenda item. The additions and deletions are completed throughout the year by staff as part of routine business.			
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 with Exhibit "A"			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Petitioning The California State Department Of Transportation In Connection With The Provisions Of Section 2121 Of The Streets And Highway Code, That The Certification Of Maintained Roads In The County Of Sonoma Be In Accordance With Exhibit "A", Showing A Total Of 1368.37 Miles Of Maintained Roads.

Whereas, Section 2121 of the California Streets and Highway Code provides that in May of each year the County shall submit to the California State Department of Transportation any additions to, or exclusions from, its mileage of maintained County roads, specifying the termini and mileage of each route added or excluded; and

Whereas, the County Department of Transportation and Public Works certified to the State Controller in May 2017 that the total mileage of maintained County roads in Sonoma County was 1378.82; and

Whereas, the County of Sonoma now finds that the total mileage of maintained roads is 1368.37, such mileage being shown on Exhibit "A."

Now, Therefore, Be It Resolved, by this Board of Supervisors that the County of Sonoma, State of California, requests that the petition be granted and that the collected mileage of County maintained roads be certified to the State Controller.

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

EXHIBIT "A"

Sonoma County Maintained Mileage Report Showing Road Additions, Deletions and Other Road Changes Occuring from May 2017 to May 2018

System Mileage

Date Modified	Road Name	Road ID	Previous Mileage	New Mileage	Action	Gain/Loss	Previous	Current	Report Year
9/1/2015	Canyon 2 Road	80042	0.58	0.50	Realignment and Repostmiling	-0.08	1379.84	1379.76	
9/1/2015	Mt Jackson Trail	80051	0.09	0.19	Realignment and Repostmiling	0.10	1379.76	1379.86	
10/16/2015	Redwood Court	70146	0.08	0.03	Repostmiled	-0.05	1379.86	1379.81	
10/20/2015	Ordinance Road	89050	0.38	0.31	Repostmiled	-0.07	1379.81	1379.74	
12/1/2015	Clover Crest Drive	11002	0.18	0.29	Repostmiled	0.11	1379.74	1379.85	
3/17/2016	Biwana Drive	78256	0.09	0.10	Repostmiled	0.01	1379.85	1379.86	
3/17/2016	Faught Road	8807	2.67	2.55	Repostmiled	-0.12	1379.86	1379.74	2016
4/14/2016	Pine Mountain Road	10009	6.07	5.78	Repostmiled	-0.29	1379.74	1379.45	2016
4/28/2016	Lynch Road	57036	3.60	3.39	Records Correction	-0.21	1379.45	1379.24	2016 reported May 2016
12/1/2016	Airport Blvd	8803A	2.33	2.35	Realignment and Repostmiling	0.02	1379.24	1379.26	2016
4/12/2017	Asti Road	0902C	4.90	4.46	Annexation - City of Cloverdale	-0.44	1379.26	1378.82	2017 reported May 2017
5/3/2017	Canyon Road	0003	2.25	2.08	Records Correction	-0.17	1378.82	1378.65	2018
8/1/2017	Kastania Road	47003	0.59	1.84	New Construction	1.25	1378.65	1379.9	2018
8/1/2017	Petaluma Boulevard South	4702	0.83	1.54	Realignment & New Construction	0.71	1379.9	1380.61	2018
11/7/2017	Alexander David Court	88229	0.00	0.06	New Construction	0.06	1380.61	1380.67	2018
11/7/2017	Multiple (Roseland Area)	Multiple	11.90	0.00	Annexation - City of Santa Rosa	-11.90	1380.67	1368.77	2018
3/15/2018	Langner Avenue	68064A	0.48	0.34	Annexation - City of Rohnert Park	-0.14	1368.77	1368.63	2018
3/15/2018	Labath Avenue	68063	0.44	0.29	Annexation - City of Rohnert Park	-0.15	1368.63	1368.48	2018
3/15/2018	Millbrae Avenue	68060	2.00	1.89	Annexation - City of Rohnert Park	-0.11	1368.48	1368.37	2018 reported May 2018



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 36
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 22, 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: Sonoma County Transit – Transportation Development Act and State Transit Assistance Annual Claim of Funds.

Recommended Actions:

Adopt a resolution authorizing the filing of a claim with the Metropolitan Transportation Commission for allocation of Transportation Development Act and State Transit Assistance funds for fiscal year 2018-19 to support Sonoma County Transit and Sonoma County Paratransit services.

Executive Summary:

Each spring, Sonoma County Transit submits its claim to the Metropolitan Transportation Commission for available Transportation Development Act and State Transit Assistance funds for the upcoming fiscal year. While these funds can be used for transit capital purposes, they are largely used to support fixed-route and Americans with Disabilities Act paratransit operations. Sonoma County Transit operates twenty-nine routes that provide a mix of intercity, local and SMART connector services.

Discussion:

In 1971, the State established two funding programs that have become a primary source of transit operating and capital funding assistance for large and small transit systems statewide. The programs, referred to as Transportation Development Act and State Transit Assistance, provide on-going funding support to eligible transit operators.

Transportation Development Act funds represent a quarter percent of the State's base sales tax whose revenues return to the County on a per-capita basis. Sonoma County Transit receives Transportation Development Act funds for the unincorporated area, as well as from most cities in the county to support Sonoma County Transit and Sonoma County Paratransit services. For FY 2018-19, Sonoma County Transit is estimated to receive \$9,601,541 in Transportation Development Act funds, 48% of which comes from incorporated area contributions.

State Transit Assistance funds represent a portion of sales tax revenues generated by the sale of diesel fuel. In FY 2018-19, it is projected that Sonoma County Transit will receive \$2,759,673 in State Transit Assistance funding.

Transportation Development Act and State Transit Assistance funds have traditionally been the lifeblood of transit operations funding, and will continue to be necessary in the coming fiscal year. For FY 2018-19, these funds represent approximately 71% of the combined fixed-route and paratransit operating budget. The balance is comprised of federal funds, local Measure M funds, passenger fares and other miscellaneous grants and revenues. As required by MTC resolution 2858, 25% of the TDA funds distributed in Sonoma County are dedicated to Golden Gate Transit to support its regional bus services that serve Sonoma County. The County's FY 2018-19 contribution to Golden Gate Transit is \$2,028,623.

To ensure fund availability for the upcoming fiscal year, Sonoma County Transit submits a claim each year at this time to the Metropolitan Transportation Commission. A Coordinated Claim is prepared to illustrate funding agreements with other jurisdictions in support of county-provided transit services. The Sonoma County Transportation Authority adopted the FY 2018-19 Coordinated Claim on April 9, 2018.

The following summarizes allocation of FY 2018-19 Transit Development Act and State Transit Assistance funds to support County transit programs:

FY 2018-19 Sonoma County Transit Development Act Apportionment:	\$7,043,473
Add: City Allocations Claimed by County:	\$4,586,693
<u>Less: Support for Golden Gate Transit:</u>	<u><\$2,028,623></u>
Total FY 2018-19 Transit Development Act Available:	\$9,601,543

FY 2018-19 State Transit Assistance Available:	\$2,759,673
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FY 2018-19 Transit Development Act/State Transit Assistance Funds Available:	<u>\$12,361,216</u>
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FY 2018-19 Funds Claimed for Operations & Capital:	\$12,361,216
Prior Year State Transit Assistance Available:	\$646,665

Total Transit Development Act/State Transit Assistance Claimed for FY 2018-19:	<u>\$13,007,881</u>
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In summary, the proposed application claims monies for the following Transportation Development Act and State Transit Assistance expenditures:

Operations funding for Sonoma County Transit:	\$8,754,919
Operations funding for Sonoma County Paratransit:	\$2,898,497
Operating Contract with Mendocino Transit Authority:	\$172,200
<u>Capital/Fixed Assets Projects per proposed FY 2017/18 Budget:</u>	<u>\$1,182,265</u>

<u>Total – this claim:</u>	<u>\$13,007,881</u>
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In addition to the above, approximately \$3.5 million in Transportation Development Act reserve funds may be called upon during the year to fill deficits from lower than projected Transit Development Act and State Transit Assistance fund generation.

Amounts estimated in this claim were included in the Sonoma County Transit’s FY 2018-19 recommended budget.

Prior Board Actions

05/09/17 – Board authorized filing a claim with the Metropolitan Transportation Commission for allocation of Transportation Development Act and State Transit Assistance funds for FY 2017/18.

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

The continued support for countywide public transportation provides mobility options for local and intercity travel throughout Sonoma County, via fixed-route and Americans with Disabilities Act paratransit services.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		\$13,007,881	
Additional Appropriation Requested			
Total Expenditures		\$13,007,881	
Funding Sources			
General Fund/WA GF			
State/Federal		\$13,007,881	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		\$13,007,881	

Narrative Explanation of Fiscal Impacts:

The Transportation Development Act and State Transit Assistance funds detailed in this item were included in the FY 2018-19 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:
Resolution
Related Items "On File" with the Clerk of the Board:
FY 2018-19 TDA/STA Coordinated Claim



County of Sonoma
State of California

Date: May 22, 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 filing of a claim with the Metropolitan Transportation Commission for allocation of Transportation Development Act (TDA) and State Transit Assistance (STA) funds for Fiscal Year 2018-19.

Whereas, the Transportation Development Act (TDA), (Public Utility Coded Section 99200 et seq.), provides for the disbursement of funds from the County of Sonoma's Local Transportation Fund for use by eligible claimants for the purpose of approved transit purposes; and

Whereas, pursuant to the provisions of the TDA, and pursuant to the applicable rules and regulations thereunder (21 Cal. Code of Regulations 6600 et seq.) a claimant wishing to receive an allocation from the Local Transportation Fund shall file its claim with the Metropolitan Transportation Commission; and

Whereas, the State Transit Assistance (STA) fund is created pursuant to Public Utility Code Section 99310 et seq.; and

Whereas, the STA fund makes funds available pursuant to Public Utilities Code Section 99313.6 for allocation to eligible claimants to support approved public transportation purposes; and

Whereas, TDA and STA funds will be necessary in Fiscal Year 2018-19 for Sonoma County Transit to operate and maintain approved transit projects and operations. These projects and operations qualify for TDA and STA fund allocations pursuant to Public Utility Coded Sections 99260 (support of public transportation systems), 99400 (payments under contract for special transportation assistance), and 99402 (other necessary and convenient street and highways activities); and

Whereas, the County of Sonoma is an eligible claimant for TDA and/or STA funds pursuant to PUC Section 99260 as attested by the County of Sonoma Opinion of Counsel dated April 20, 2018;

Now, Therefore, Be It Resolved, that the Director of Transportation and Public Works, or his designee, is authorized to execute and file appropriate Transportation Development Act and State Transit Assistance claims, together with all necessary supporting documents and other materials, with the Metropolitan Transportation Commission, for allocation of Transportation Development Act and State Transit Assistance funds for Fiscal Year 2018-19.

Be It Further Resolved, that a copy of this resolution be transmitted to the Metropolitan Transportation Commission in conjunction with the filing of the claim, and the Metropolitan Transportation Commission be requested to grant the allocations of funds as specified herein.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 37
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 22, 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):

First

Title: Boyes Boulevard Bridge Replacement Project

Recommended Actions:

Adopt a Resolution authorizing and directing the Director of Public Works to execute a Right of Way Contract in a form approved by County Counsel for a temporary construction easement, and a temporary utility easement on behalf of Pacific Gas and Electric Company, in the amount of \$35,000.00, which includes \$0 for severance damages; authorizing transfer of taxes on said land; and authorizing refunds, if applicable, pursuant to § 5096 of the Revenue and Taxation Code; lands of Boyes Springs Oaks Owners Association, a Non-Profit Mutual Benefit Corporation (APN: 056-711-016-000); Project C01147

Executive Summary:

The Department of Transportation and Public Works (TPW) is requesting the Board of Supervisors adopt a resolution for, and authorizing and directing the Director of Public Works to execute a Right of Way Contract – Public Highway, for the purchase of a temporary construction easement, and a temporary utility easement on behalf of Pacific Gas and Electric Company, required for the Boyes Boulevard Bridge Replacement Project. Staff is proposing to replace the existing structurally deficient two-lane Boyes Boulevard Bridge with a new two-lane bridge designed to meet current standards including improvements to roadway approaches and appurtenant facilities. The replacement bridge will comply with current roadway, drainage, and bridge standards and accommodate the 100-year storm event with freeboard as specified by the County of Sonoma.

The project is required as part of the Sonoma County's program to replace and/or upgrade structurally deficient bridges throughout Sonoma County. Project construction is expected to begin in 2018 and right-of-way must be acquired from seven (7) separate subject properties adjoining the existing bridge road right of way to construct the project.

Right of Way Contracts with six (6) of the seven (7) property owners have been approved by the Board to date and this contract represents an agreement with the one (1) remaining property owner.

This project is funded with grants from the federal bridge program.

Both CEQA and NEPA environmental clearances were obtained for this project

Discussion:

The Boyes Springs Oaks Owners Association property is located at the northwest corner of Boyes Boulevard and Pine Avenue in Sonoma County. It is approximately 3.53 acres in size and irregular in shape. It slopes downwards on the western portion of the property towards Sonoma Creek. The site is currently unimproved except for some minor site improvements and landscaping.

The property rights needed for the project are a temporary construction easement and a temporary utility easement for relocation of gas and electrical facilities that are currently attached to the bridge. A temporary pedestrian bridge will be installed during removal and replacement of the existing road bridge. The subject property is in a portion of the creek and a common area of a residential subdivision. As such, the appraiser determined that the property has severely limited utility and no economic utility to the market. The concluded fair market value was determined to be nominal.

The County made a formal offer to the property owners to purchase the temporary right-of-way needed for the Boyes Boulevard Bridge Replacement Project. A meeting was held for the Association owners at the Associations Board's request on September 28, 2018. The meeting was attended by County engineering staff and its right of way consultant as well as the County's engineering consultant. The meeting consisted of a short presentation followed by questions and answers. Negotiations and several field reviews of the property were held with County staff and PG&E personnel. Negotiations reached an impasse after several months. A Hearing of Necessity was scheduled on December 5, 2017 and a Resolution of Necessity was passed by the County Board of Supervisors. Negotiations continued with County Counsel and the Homeowner Association's attorney. An administrative settlement was reached which included a reduction in the Temporary Easement areas and additional compensation to the Homeowners Association.

The property owners are in the process of reviewing the County's Right of Way Contract. The Owner will also sign a Temporary Construction Easement Deed and a Temporary Utility Easement Deed. The timeline for approving this transaction is critical and in order to meet deadlines for right of way certification. TPW is requesting that the Board of Supervisors authorize in advance the Director of Public Works to execute the Right of Way Contract in a form to be approved by County Counsel and to execute a Certificate of Acceptance for the Temporary Construction Easement Deed allowing the County to use certain areas for construction staging.

Prior Board Actions:

3/17/15 No.20: Board approved an agreement with Associated Right of Way Services, Inc. for five federal bridge projects including the Little Wohler Road Bridge Replacement Project; 5/7/13 No. 28 Board approved an engineering design contract with Moffat and Nichol for the Boyes Boulevard Bridge Replacement Project

Strategic Plan Alignment Goal 3: Invest in the Future

The project invests in the future by replacing aging public infrastructure to ensure a reliable transportation network for the community.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$35,000		
Additional Appropriation Requested			
Total Expenditures	\$35,000		
Funding Sources			
General Fund/WA GF			
State/Federal	\$35,000		
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$35,000		
Narrative Explanation of Fiscal Impacts:			
Appropriations are budgeted in the Roads Capital Improvement Budget. This project is funded with grants from the federal bridge program.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution; Location Map; Acquisition Map			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: May 22, 2018

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Accepting One Temporary Construction Easement Deed, and authorizing One Temporary Easement Deed Conveying Temporary Rights to Pacific Gas and Electric Company, a California Corporation; Authorizing Execution of One Right of Way Contract – Public Highway; Authorizing Payments totaling \$35,000, including \$-0- Severance for the Herein Described Conveyances; Authorizing Proration and Transfer of Taxes on Said Lands; and Authorizing Refunds, if Applicable Pursuant to §5096 of the Revenue and Taxation Code; Boyes Boulevard Bridge Replacement Project; lands of Boyes Springs Oaks Owners Association, a Non-Profit Mutual Benefit Corporation, (APN 056-711-016 portion); Project No. C01147.

Whereas, a Grant of Temporary Construction Easement substantially in the form attached, conveying land described therein to the County of Sonoma, has been tendered to this Board of Supervisors by Boyes Springs Oaks Owners Association, a Non-Profit Mutual Benefit Corporation; and

Whereas, A Grant of Temporary Easement substantially in the form attached, conveying temporary rights described therein to Pacific Gas and Electric Company, a California Corporation, has been tendered to this Board of Supervisors by Boyes Springs Oaks Owners Association, a Non-Profit Mutual Benefit Corporation; and

Whereas, the County of Sonoma is desirous of securing said land and property interests for a bridge replacement project on Boyes Boulevard in Sonoma.

Now, Therefore, Be It Resolved that the Board does hereby accept and authorize said deeds according to terms set forth herein.

Be It Further Resolved that the Chair of the Board authorizes the Director of Public Works to execute the Right of Way Contract – Public Highway, and the statutory Certificates of Acceptance in connection with said deeds.

Be It Further Resolved that the financial consideration for said property purchase totals \$35,000:

Be It Further Resolved that as part of the total financial consideration above, the County Auditor and Treasurer be, and hereby are, authorized and directed to draw their warrants on the Roads Capital Improvement Budget, in the sums of \$35,000 payable to First American Title Company, Escrow No. 4904-4433634 (payable to Boyes Springs Oaks Owners Association, a Non-Profit Mutual Benefit Corporation); said sum representing the financial consideration agreed upon in connection with the herein described conveyances.

Resolution #

Date:

Page 2

Be It Further Resolved that pursuant to §4986 and §5096 of the Revenue and Taxation Code of the State of California, the County Auditor and Assessor be and hereby are authorized and directed to prorate, transfer and refund (if applicable) the taxes as of this date on the herein described lands conveyed to the County of Sonoma more particularly described as follows:

See Exhibits "A" – "B"

Be It Further Resolved that the County Recorder be and hereby is authorized to record said deeds at no cost to the County as provided under Government Code 6103.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

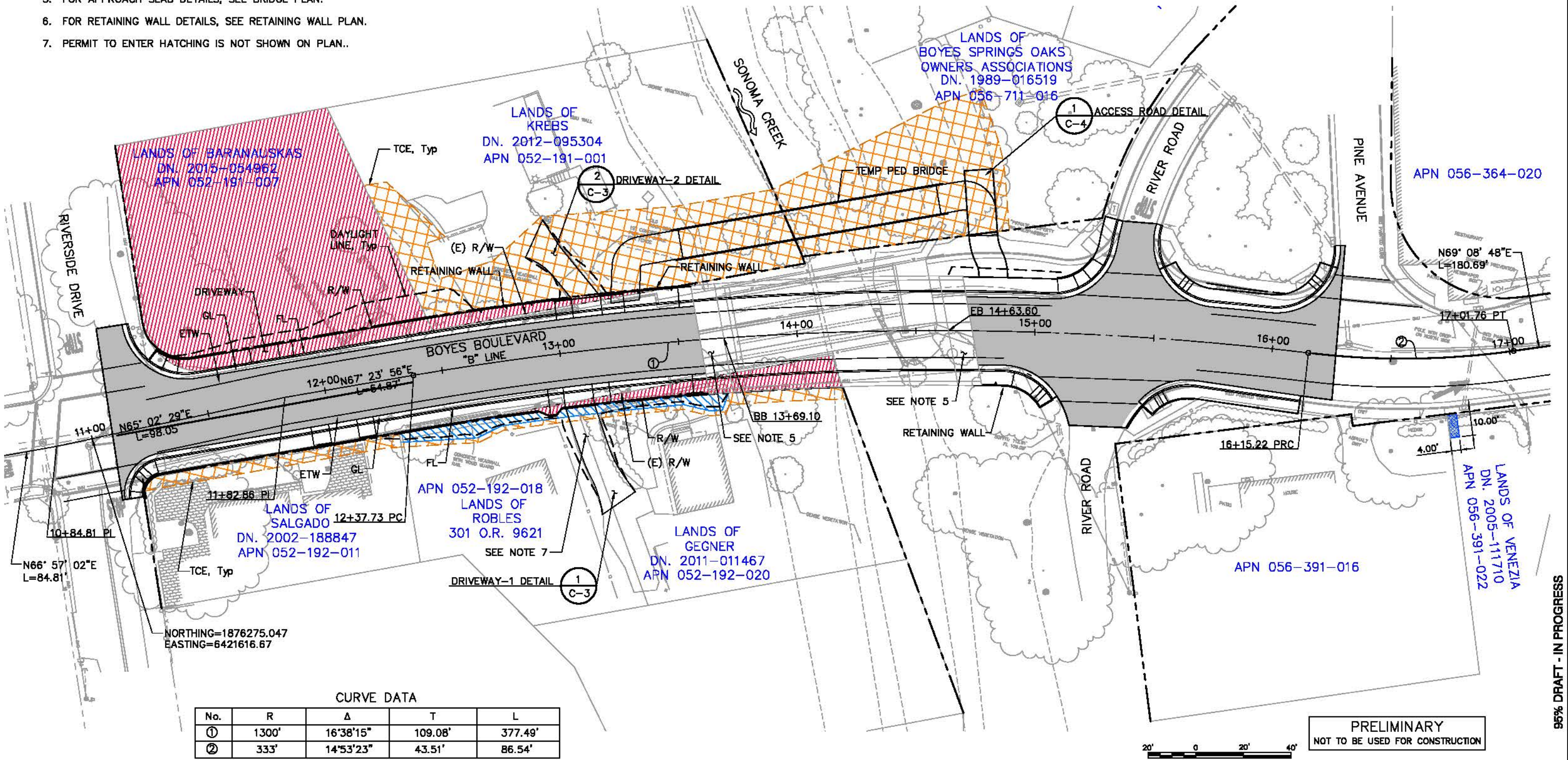
So Ordered.

NOTES:

1. ALL CALLOUTS REFERENCE "B" LINE UNLESS OTHERWISE NOTED.
2. FOR ADDITIONAL DETAILS, SEE CONSTRUCTION DETAILS SHEETS.
3. UNLESS OTHERWISE NOTED ON PLANS, SEE CALTRANS STANDARD PLAN A10A AND REVISED STANDARD PLAN A10B FOR ABBREVIATIONS.
4. FOR BRIDGE DETAILS, SEE BRIDGE PLANS.
5. FOR APPROACH SLAB DETAILS, SEE BRIDGE PLAN.
6. FOR RETAINING WALL DETAILS, SEE RETAINING WALL PLAN.
7. PERMIT TO ENTER HATCHING IS NOT SHOWN ON PLAN..

LEGEND

- AC Pmnt RECONSTRUCTION
- Const DETAIL REFERENCE
- CREEK FLOWLINE
- Permanent Right of Way Acquisition
- Permanent Slope Easement
- Temporary Construction Easement
- Permanent Utility Easement



CURVE DATA

No.	R	Δ	T	L
①	1300'	16°38'15"	109.08'	377.49'
②	333'	14°53'23"	43.51'	86.54'

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION



95% DRAFT - IN PROGRESS

DESIGN:	DATE	REVISION	BY	APPROVED
-				
-				
TH				
2017				

moftatt & nichol
2105 NORTH CALIFORNIA BLVD, SUITE 500
WALNUT CREEK, CALIFORNIA 94596
(925) 944-8411

COUNTY OF SONOMA
2300 COUNTY CENTER DRIVE, SUITE B 100
SANTA ROSA, CALIFORNIA 95403
(707) 565-2231

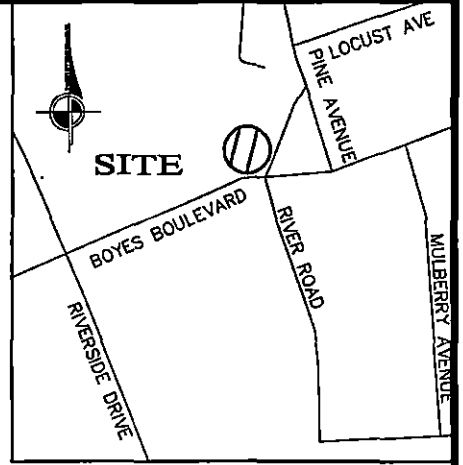
**BOYES BLVD
BRIDGE REPLACEMENT**

ROW FIGURE

ROAD NUMBER	BUDGET NUMBER	FISCAL YEAR	SHEET NUMBER	TOTAL SHEETS
58108	C01147	2014-15	-	-

EXHIBIT B

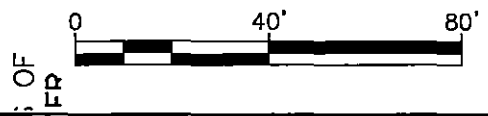
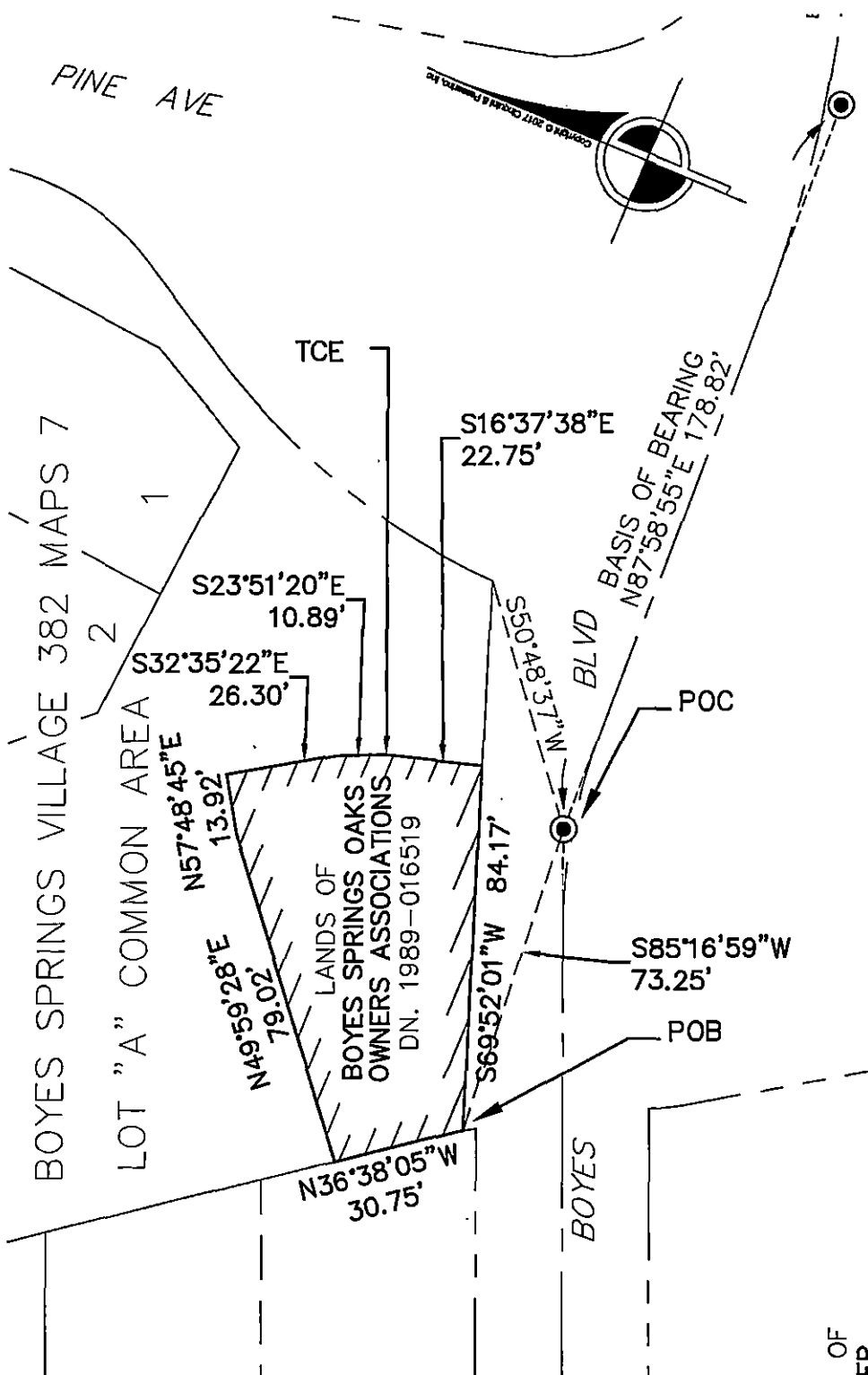
THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY.
ANY ERRORS OR OMISSIONS SHALL NOT EFFECT
THE LEGAL DESCRIPTION.



**BOYES HOT SPRINGS AREA
LOCATION MAP
(NTS)**

- ABBREVIATIONS**
- DN = DOCUMENT NUMBER
 - POC = POINT OF COMMENCEMENT
 - POB = POINT OF BEGINNING
 - TCE = TEMP CONSTRUCTION EASEMENT
 - OR = OFFICIAL RECORDS
 - ⊙ = FND 2" BRASS DISK NO TAG IN MONUMENT WELL

BASIS OF BEARINGS:
RECORD OF SURVEY OF THE
RIGHT OF WAY LINES OF BOYES
BOULEVARD FROM RIVERSIDE
DRIVE TO SPRING STREET; BOOK
761 MAPS, PAGES 1-2, S.C.R.

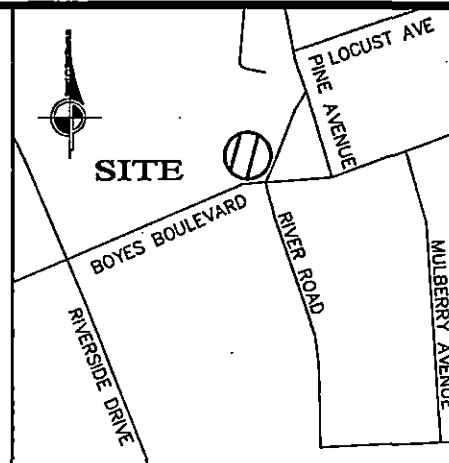


OWNER AND MAILING ADDRESS	PROPERTY AREAS	COUNTY OF SONOMA	
BOYES SPRINGS OAKS OWNS ASSN. 14 HEALDSBURG AVENUE HEALDSBURG, CA 95448	ORIGINAL PARCEL: <u>3.96 ACRES</u> T.C.E. <u>4115± SQ FT</u>	TEMPORARY CONSTRUCTION EASEMENT TO THE COUNTY OF SONOMA	
A.P. No. <u>056-711-016</u>	COUNTY ACQUISITION DEED	Scale: 1"=40'	Date: 9/20/2017
O.R. No. <u>D.N. 1989-016519</u>	O.R. _____	DWN. CHK.	APPROVED _____ FILE NO. _____
Prop Ad. <u>Boyes Blvd, Sonoma</u>			

Y:\6632\dwg\Legal Desc Plats\6632.056-711-016 TCE_Rev20170920.dwg
Sep 20, 2017 - 9:23am

EXHIBIT B

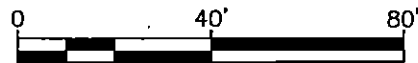
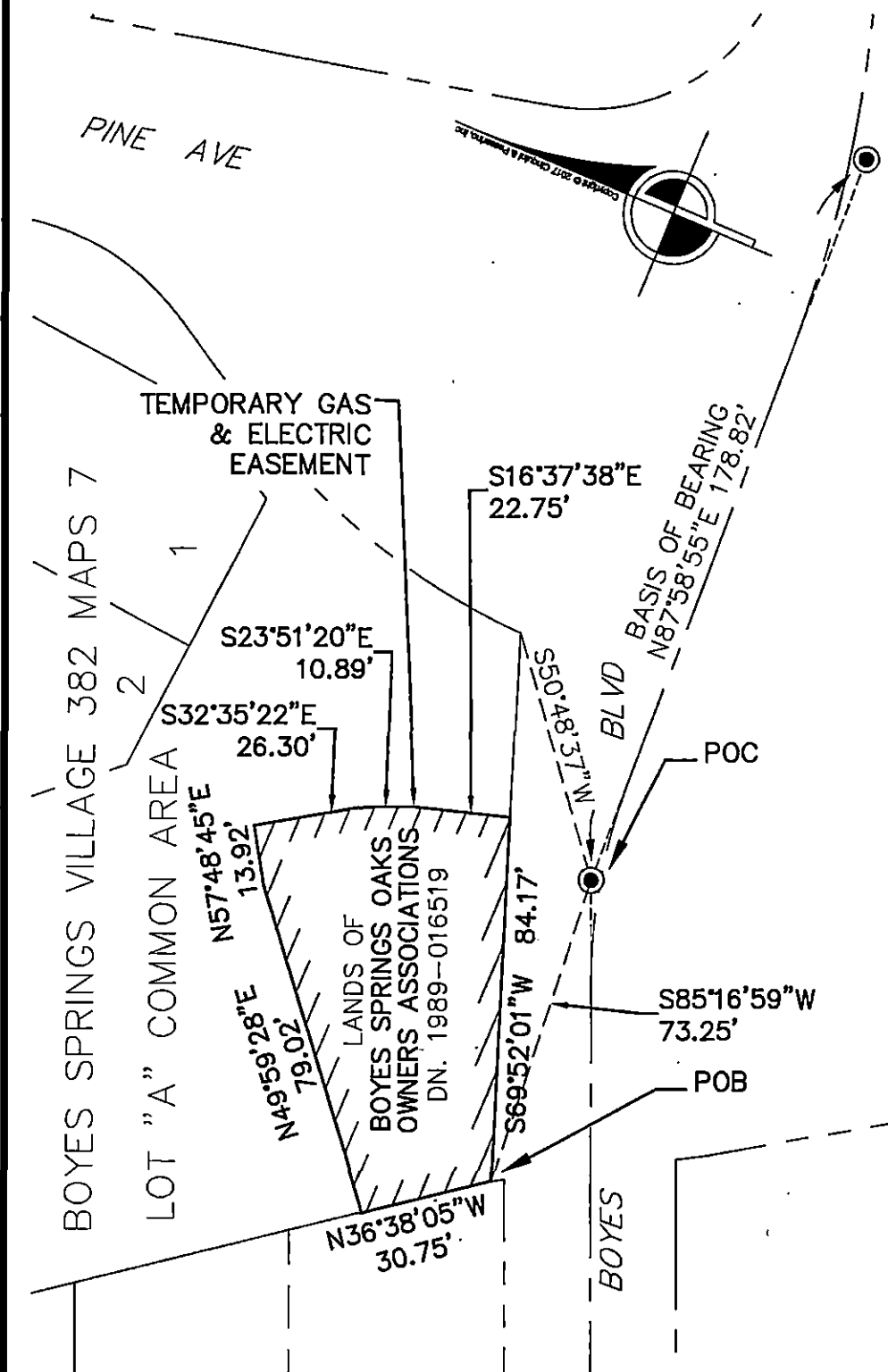
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ANY ERRORS OR OMISSIONS SHALL NOT EFFECT
THE LEGAL DESCRIPTION.



BOYES HOT SPRINGS AREA
LOCATION MAP
(NTS)

- ABBREVIATIONS**
- DN = DOCUMENT NUMBER
 - POC = POINT OF COMMENCEMENT
 - POB = POINT OF BEGINNING
 - TCE = TEMP CONSTRUCTION EASEMENT
 - TGEE = TEMPORARY GAS & ELECTRIC EASEMENT
 - ⊙ = OFFICIAL RECORDS
 - FND 2" BRASS DISK NO TAG IN MONUMENT WELL

BASIS OF BEARINGS:
RECORD OF SURVEY OF THE
RIGHT OF WAY LINES OF BOYES
BOULEVARD FROM RIVERSIDE
DRIVE TO SPRING STREET; BOOK
761 MAPS, PAGES 1-2, S.C.R.



OWNER AND MAILING ADDRESS		PROPERTY AREAS		COUNTY OF SONOMA	
BOYES SPRINGS OAKS OWNS ASSN. 14 HEALDSBURG AVENUE HEALDSBURG, CA 95448		ORIGINAL PARCEL: <u>3.96 ACRES</u> TGEE <u>4115± SQ FT</u>		TEMPORARY GAS & ELECTRIC EASEMENT TO PG&E	
A.P. No. <u>056-711-016</u>		COUNTY ACQUISITION DEED		Scale: 1"=40' Date: 9/25/2017	
O.R. No. <u>D.N. 1989-016519</u>				DWN. CHK.	APPROVED
Prop Ad. <u>Boyes Blvd, Sonoma</u>		O.R. _____			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 38
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor James Gore 565-2241

Supervisorial District(s):

Fourth District

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Commending Kate O'Hare-Palmer, RN. RD for Being Recognized as the United Veterans Council 2018 Veteran of the Year

Executive Summary:

Discussion:

Prior Board Actions:

May 8, 2018

Strategic Plan Alignment

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: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Commending Kate O'Hare-Palmer, RN. RD for Being Recognized as the United Veterans
Council 2018 Veteran of the Year**

Whereas, Kate O' Hare-Palmer served as an army nurse during the Vietnam War; and

Whereas, Kate O'Hare-Palmer is currently affiliated with many organizations such as the United Veterans Council, California Department of Veterans Affairs, Women Veterans and sits on the VVACh.#223 Education Committee, and the Vietnam Veterans of America-California State Council, San Francisco VA Medical Center, Women Health Committee, Member of American Nurses Association, and Academy of Nutrition and Dietetics; and

Whereas, Kate O'Hare-Palmer chairs the Women Veteran Committee, San Francisco; and

Whereas, Ms. O'Hare-Palmer has been a valued guest speaker for many years at events such as Vietnam Women Veteran Memorial Foundation, Washington D.C., Sonoma County Women Veterans Wellness Program, Vietnam 50th Celebration Santa Rosa, CA, POW/MIA Ceremony, and the Women Veterans Day Luncheon at Rotary/Kiwanis Club; and

Whereas, Kate O'Hare-Palmer sets an example to the entire community of unselfish volunteerism; and

Whereas, Ms. O'Hare-Palmer has continued to be an outspoken advocate for veterans and women in the military, appearing and publishing columns in various news outlets; and

Now, Therefore, Be It Resolved, that the Sonoma County Board of Supervisors does hereby commend Kate O'Hare-Palmer for her dedicated service to the veterans of the County of Sonoma and thank her for all that she has accomplished to become our 2018 Veteran of the Year.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 39
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: May 22, 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: Emergency Medical Services Week

Recommended Actions:

Adopt a resolution proclaiming the week of May 20 to May 26, 2018 as Emergency Medical Services Week in Sonoma County.

Executive Summary:

The local Emergency Medical Services system in Sonoma County is comprised of numerous private and public sector organizations such as fire departments and districts, law enforcement departments, air and ground ambulance service providers, hospitals, county parks, and 9-1-1 dispatch centers. The Emergency Medical Services team includes dispatchers, first responders, emergency medical technicians, paramedics, nurses, physicians, educators, administrators, firefighters, and citizen advisory groups. Together, these organizations and individuals provide the citizens of and visitors to Sonoma County with responsive, high-quality emergency medical services.

Discussion:

Each year, one week is designated to recognize those persons and agencies that make up the Emergency Medical Services team and to educate the public about the services provided. For 2018, May 20th to May 26th has been designated as National Emergency Medical Services Week, with the theme "EMS Strong: Stronger Together." Emergency Medical Services providers in the County use this week to acknowledge and commend the work of their staff in providing quality medical care. This year marks the 36th anniversary of the Sonoma County Emergency Medical Services system.

The focal event for Emergency Medical Services Week activities in Sonoma County is the Survivor's Reunion, sponsored by the Sonoma County Paramedic Association. The 25th annual reunion of patient survivors and rescuers will be held on May 24, 2018 at the Benziger Family Winery, Glen Ellen, where local emergency response agencies and dignitaries will join together in recognizing our local heroes. The reunion is always a touching celebration of lives saved.

Prior Board Actions:			
Resolutions proclaiming Emergency Medical Services Week in Sonoma County have been adopted each May for several years (most recently May 23, 2017).			
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Recognizing Emergency Medical Services Week honors all emergency medical services responders in the County for their important work. Sonoma County honors firefighters, first responders, paramedics, emergency medical technicians, nurses, doctors, dispatchers, and all other lay people who make the Emergency Medical Services system work 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	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:			
There is no fiscal impact associated with this item.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Resolution			
Related Items “On File” with the Clerk of the Board:			
None			



County of Sonoma
State of California

Date: May 22, 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 Week of May 20 to May 26, 2018 as
Emergency Medical Services Week in Sonoma County**

Whereas, emergency medical services is a vital public service;

Whereas, the members of emergency medical services teams are ready to provide lifesaving care to those in need, 24 hours a day, seven days a week;

Whereas, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury;

Whereas, emergency medical services teams consist of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, dispatchers, educators, administrators, and others;

Whereas, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

Whereas, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by recognizing Emergency Medical Services Week.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma proclaims May 20 to May 26, 2018 as Emergency Medical Services Week throughout Sonoma County, and calls upon all County departments to join with private organizations and community members to celebrate with activities to promote and acknowledge the many benefits of emergency medical services to our residents.

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: 40
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Diane Kaljian, 565-5932
Paul Dunaway, 565-2742
Mark Orlando, Veteran Services Officer, 565-5950

Supervisorial District(s):

Title: Memorial Day Recognition

Recommended Actions:

Adopt a resolution honoring veterans of the armed services and recognizing and honoring May 28, 2018, as "Memorial Day" In Sonoma County.

Executive Summary:

There are approximately 30,000 Veterans in Sonoma county, as well as many families who have lost loved ones in service to our nation. This resolution is an acknowledgement of their sacrifice.

Discussion:

Memorial Day was first observed as Decoration Day on May 30, 1868, as an occasion to decorate the graves of Civil War Soldiers. After World War I, Decoration Day was expanded to honor service members killed in all of our nation's wars. After World War II, Decoration Day became known as Memorial Day; and in 1971, Congress established Memorial Day as a federal holiday to be observed on the last Monday of May. While we observe Memorial Day in 2018, it is important to reflect up on the contributions and sacrifices the men and women of our armed forces have made in upholding the principles of democracy and liberty while in service to our nation.

Approximately 30,000 Veterans and numerous families who have lost loved ones in service to our nation reside in Sonoma County; it is fitting to honor and commend the citizens of Sonoma County, as well as the men and women that served with military units based in Sonoma County, who were killed in the line of duty. We can never fully repay our debt of gratitude to the heroic men and women who perished as a result of their service.

Prior Board Actions:

Every year the Board of Supervisors honors Sonoma County Veterans for their service.

May 23, 2017
 May 16, 2016
 May 19, 2015

Strategic Plan Alignment Goal 4: Civic Services and Engagement

To publically celebrate and honor veterans of the armed services for their patriotism, bravery, and loyal dedication to serving our country.

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:

None

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

Resolution

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

None



County of Sonoma
State of California

Date: May 22, 2018

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
honoring veterans of the armed services and recognizing and honoring May 28, 2018, as
“Memorial Day” in Sonoma County.**

Whereas, Memorial Day was first observed as Decoration Day on May 30, 1868, as an occasion to decorate the graves of Civil War Soldiers; and

Whereas, after World War I, Decoration Day was expanded to honor service members killed in all of our nation’s wars and,

Whereas, after World War II, Decoration Day became known as Memorial Day; and

Whereas, in 1971, Congress established Memorial Day as a federal holiday to be observed on the last Monday of May; and

Whereas, as we observe Memorial Day in 2018, it is important to reflect upon the contributions and sacrifices the men and women of our armed forces have made in upholding the principles of democracy and liberty while in service to our nation; and

Whereas, approximately 30,000 Veterans and numerous families who have lost loved ones in service to our nation reside in Sonoma County; and

Whereas, it is fitting to honor and commend the citizens of Sonoma County, as well as the men and women that served with military units based in Sonoma County, who were killed in the line of duty; and

Whereas, we can never fully repay our debt of gratitude to the heroic men and women who perished as a result of their service,

Now, Therefore, Be It Resolved that Sonoma County Board of Supervisors do hereby recognize May 28, 2018 as a Memorial Day and call upon all citizens to honor those men and women who have lost their lives while serving to protect this great nation.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 41

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

To: Board

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-2241

Supervisorial District(s):

First

Title: Gold Resolution

Recommended Actions:

Adopt a Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing Laura Breyer being presented the Viticulture Award of Excellence for her significant contributions to the Sonoma County Winegrape Commission, Sonoma County viticulture, and the greater grape growing community.

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: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Adopt a Resolution of the Board Of Supervisors of the County Of Sonoma, State of California, Recognizing Laura Breyer Being Presented the Viticulture Award of Excellence for her Significant Contributions to the Sonoma County Winegrape Commission, Sonoma County Viticulture, and the Greater Grape Growing Community.

WHEREAS, Laura grew up in Southern California and went to school at UC Riverside where she earned her bachelor's degree in Entomology and her Master of Science in Integrated Pest Management; and

WHEREAS, Laura arrived in the North Coast after an internship with Mondavi Woodbridge and heading the entomology department at E. & J. Gallo Winery in the Central Valley. She then worked at Simi Winery in the viticulture department, until she eventually started her own Independent Pest Control Advisory and Consultancy firm in 1998, which she runs today; and

WHEREAS, Laura has served on the Board and chaired the California Association of Pest Control Advisors, North Coast Chapter, served as president of the Applied IPM Ecologists, and is a regular guest lecturer at the Santa Rosa Junior College; and

WHEREAS, Laura has also been leading the IPM series for SCW for the last 18 years, and has earned the reputation, respect and admiration of growers throughout Sonoma County; and

WHEREAS, Laura has spent countless hours with grape growers helping them to understand how plant physiology and pest management are the building blocks to creating synergy between nature and farming; and

WHEREAS, Laura's approach to educating the grape growing community is based on sound judgments and practices that make economic sense and protect our natural resources and ecosystems; and

WHEREAS, Laura Breyer goes above and beyond the spirit encompassed by the Viticulture Award of Excellence. Hers was well-deservedly nominated unanimously and embraced by the SCWC Board of Directors; and

WHEREAS, Laura Breyer's award is well-deserved and has been nominated unanimously and embraced by the SCWC Board of Directors; and

Resolution #

Date:

Page 2

NOW, THEREFORE, BE IT RESOLVED, that I, James Gore, Chair of the Sonoma County Board of Supervisors, on behalf of the entire Board, **congratulate Laura Breyer on your incredible contributions to agriculture and your leadership in our community!**

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: 42
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt, 707/565-2241

Supervisorial District(s):

Second District

Title: Gold Resolution

Recommended Actions:

Adopt gold resolution recognizing and honoring Ruth Robeson for five years of exemplary service on the Advisory Council to Area Agency on Aging, Sonoma County

Executive Summary:

Adopt gold resolution recognizing and honoring Ruth Robeson for five years of exemplary service on the Advisory Council to Area Agency on Aging, Sonoma County

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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



County of Sonoma

State of California

Date: May 22, 2018

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Recognizing and Honoring Ruth Robeson for Five Years of Exemplary Volunteer Service
on the Advisory Council to Area Agency on Aging, Sonoma County**

Whereas, Ruth Robeson was appointed by Supervisor David Rabbitt to the Advisory County to the Area Agency on Aging (AAA), Sonoma County, and has served for over five years as a Second District Representative and;

Whereas, as a practicing elder law attorney and Executive Director of Elder Financial Protection Network, Ms. Robeson is uniquely qualified to serve in Council's role of advocacy on behalf of seniors, adults with disabilities and their caregivers, and help the AAA advise the Board of Supervisors about issues of concern in Sonoma County for these populations; and

Whereas, during Ms. Robeson's tenure on the AAA she held many leadership positions, including serving as Chair for two years - as well as Secretary, Chair of the Legislative Committee, Chair of the Advisory Council Planning and Funding Committee and Chair of the Elder Protection Workgroup, and;

Whereas, it is the civic commitment of people, like Ms. Robeson, who are willing to volunteer their time, energy and expertise for the good of their communities which allows the Sonoma County advisory boards and commission to provide invaluable advice to the Sonoma County Board of Supervisors in many diverse, vital areas; and

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors recognizes and honors Ruth Robeson for her five years of exemplary volunteer service on the Advisory Council to Area Agency on Aging, Sonoma County.

Be It Further Resolved that the Sonoma County Board of Supervisors wishes Ms. Robeson well and success with her playing of competitive women's tennis, singing barbershop and rescue of senior Bassett Hounds.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 43
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 22, 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

Title: National Public Works Week

Recommended Actions:

Approve Resolution recognizing the week of May 21-25, 2018 as National Public Works Week.

Executive Summary:

The Department of Transportation and Public Works is committed to providing quality transportation and public works services in a responsive and professional manner to benefit residents and visitors to Sonoma County. The professionals staffing the County's Transportation and Public Works Department help to ensure that Sonoma County's infrastructure and public services remain accessible and reliable. Every resident of the County is touched by the services provided by these outstanding public servants. The requested action formally recognizes the contributions made by these individuals.

Discussion:

National Public Works Week was instituted as a public education campaign by the American Public Works Association in 1960, calling attention to the importance of public works in community life. This week's recognition seeks to enhance the prestige of these often-unsung heroes of our society, the professionals who serve the public good every day with steadfast dedication. This year the dedication of public works staff was prominent during the October 2017 Sonoma County Complex Fires when road maintenance staff were among first on scene and worked parallel with first responders. Transit buses were instrumental in evacuations; Airport staff assisted in firefighting operations; Office staff assisted in the Emergency Operations Center, Joint Information Center, and numerous volunteer centers; and Solid Waste staff participated in the debris removal efforts.

Prior Board Actions:

5/23/17: Board approved Gold Resolution recognizing National Public Works Week; 5/17/16: Board approved Gold Resolution recognizing National Public Works Week; 5/20/14: Board approved Gold Resolution recognizing National Public Works Week; 5/21/13: Board approved Resolution recognizing National Public Works Week; 5/15/12: Board approved Resolution recognizing National Public Works

Week; 5/17/11: Board approved Resolution recognizing National Public Works Week; 5/18/10: Board approved Resolution recognizing National Public Works Week; 5/12/09: Board approved Resolution recognizing National Public Works Week; 5/13/08: Board approved Resolution recognizing National Public Works Week.

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

The County's Transportation and Public Works Department help to ensure that Sonoma County's infrastructure and public services remain accessible and reliable.

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:

There is no fiscal impact associated with this item.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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



County of Sonoma

State of California

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing The Week of May 21-25, 2018, As National Public Works Week.

Whereas, public works services provided in our community are an integral part of the everyday lives of Sonoma County Residents and Visitors; and

Whereas, Sonoma County Transportation and Public Works administers critical services and infrastructure, including public transit, a commercial service airport, solid waste facilities, four water districts, and road and bridge maintenance and construction; and

Whereas, the commitment of the Department was prominent during the 2017 Sonoma County Complex Fires and was essential in preserving life and property; and

Whereas, the support of understanding and informed residents is vital to the efficient operation of public works systems and programs; and

Whereas, the quality and effectiveness of the development and operation of these services, as well as their planning, design, and construction, are vitally dependent upon the efforts and skills of the public works professionals; and

Whereas, the efficiency and effectiveness of the qualified and dedicated personnel who staff public works departments is affected and influenced by the people's attitude and understanding of the work they perform.

Now, Therefore, Be It Resolved that the County of Sonoma recognizes the week of May 21 – 25, 2018, as National Public Works Week.

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: 44

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

To: Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-2241

Supervisorial District(s):

First

Title: Appointment

Recommended Actions:

Appoint Matthew Dickey to the Sonoma Citizens Advisory Committee – North Valley position - effective May 22, 2018 and expiring on May 22, 2022 (First District).

Executive Summary:

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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:			
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: 45

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

To: Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-2241

Supervisorial District(s):

First

Title: Appointment

Recommended Actions:

Appoint Steve Mullen to the Sonoma Citizens Advisory Committee – Alternate position - effective May 22, 2018 and expiring on May 22, 2022 (First District).

Executive Summary:

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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:			
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: 46
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: May 22, 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: Partnership HealthPlan of California Commission Appointment

Recommended Actions:

Adopt a resolution appointing Mary Kay Brooks to the Partnership HealthPlan of California Commission for the term of May 22, 2018 through May 21, 2022.

Executive Summary:

This item requests Board adoption of a resolution appointing Mary Kay Brooks to a term on the Partnership HealthPlan of California Commission. She replaces Camille Applin-Jones, who resigned from the Commission in March 2018. Per Sonoma County Code, Chapter 34 – County Organized Health System, one of the four Sonoma County representatives on the Partnership HealthPlan of California Commission is to be a Hospital Representative.

Discussion:

Partnership HealthPlan of California Commission is a multi-county commission that provides for a managed healthcare plan for Medi-Cal recipients. Implementation of a county organized health system is authorized by Welfare and Institutions Code Section 14087.54. In September 2009 the Board of Supervisors of Sonoma County approved an ordinance adding Chapter 34 to the Sonoma County Code, authorizing the County to join the Commission.

The Partnership HealthPlan of California Commission is comprised of representatives from Del Norte, Humboldt, Lake, Lassen, Modoc, Marin, Mendocino, Napa, Solano, Shasta, Siskiyou, Sonoma, Trinity, and Yolo counties and provides coverage to over 510,000 Medi-Cal enrollees, including over 100,000 current Medi-Cal enrollees in Sonoma County.

The number of per-county Commission member seats is based upon the number of Medi-Cal beneficiaries within each county. There are currently 36 Partnership HealthPlan of California Commission members with per-county seats as follows: Del Norte (1), Humboldt (3), Lake (2), Lassen (1), Modoc (1), Marin (3), Mendocino (3), Napa (3), Solano (4), Shasta (4), Siskiyou (2), Sonoma (4), Trinity (1), and Yolo (4).

Partnership HealthPlan of California Commission bylaws and Chapter 34 of the Sonoma County Code permit members to serve multiple terms. In addition, members are allowed to retain their Commission seat upon conclusion of their term until a successor member has been selected. The Sonoma County Board of Supervisors is responsible for appointing members to the Commission based on the selection process and criteria specified in Chapter 34. The term of office is four years.

One Partnership HealthPlan of California Commission member is to be a Hospital Representative. In June 2017 the Department of Health Services contacted local hospitals (Kaiser Permanente, Sutter Santa Rosa, and St. Joseph Health) to identify candidates interested in filling the vacant Hospital Representative position on the Commission. Four applications were received and reviewed by the Department, followed by candidate interviews. Camille Applin-Jones was appointed to the Commission in August 2017 but due to a new promotion, has since resigned. The Department recommends that the Board of Supervisors appoint Mary Kay Brooks, a registered nurse currently working as a Chief Quality Officer and Area Quality Leader at Kaiser Permanente in Santa Rosa, with responsibility for strategic development, planning, and control of health plan and hospital's quality programs. Mary Kay was a qualified applicant who was interviewed during the June 2017 process. The Department recommends Mary Kay Brooks to fill the Partnership HealthPlan of California Commission Hospital seat for the term May 22, 2018 through May 21, 2022.

The table below provides a complete list of Sonoma County Partnership HealthPlan of California Commission representatives.

Sonoma County PHC Commission Representation

Name	Representation	On Commission Since	Term Expiration
Mary Kay Brooks	Hospital Representative	May 22, 2018 (New Appointment)	May 21, 2022
Barbie Robinson	Sonoma County Director of Health Services	November 15, 2016	November 14, 2020
Kathryn Powell	Clinic Representative	May 22, 2012	May 21, 2020
Richard Fogg	Public Representative	January 1, 2010	December 31, 2019

Prior Board Actions:

In August 2017 the Board adopted a resolution appointing Camille Applin-Jones to the Partnership HealthPlan of California Commission for the term of August 15, 2017 through December 31, 2018.

In November 2016 the Board adopted a resolution appointing Barbie Robinson to the Partnership HealthPlan of California Commission for the four-year term of November 15, 2016 through November 14, 2020.

In March 2016 the Board adopted a resolution reappointing Kathryn Powell to the Partnership HealthPlan of California Commission for the four-year term of May 22, 2016 through May 21, 2020.

In December 2015 the Board adopted a resolution reappointing Richard Fogg to the Partnership HealthPlan of California Commission for the four-year term of January 1, 2016 through December 31, 2019.

In November 2015 the Board adopted a resolution appointing Stephan Betz to the Partnership HealthPlan of California Commission.

In April 2015 the Board adopted a resolution reappointing Mich Riccioni and Rita Scardaci to the Partnership HealthPlan of California Commission for the four-year term of January 1, 2015 through December 31, 2018.

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

Participating in the Partnership HealthPlan of California Commission serves to support Medi-Cal beneficiaries in Sonoma County, improving the efficiency and effectiveness of providing Medi-Cal services to eligible and potentially eligible individuals and their families.

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:

There are no fiscal impacts associated with this item.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Resolution

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

None



County of Sonoma
State of California

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Appointing Mary Kay Brooks To The Partnership HealthPlan Of California Commission For The
Term Of May 22, 2018 Through May 21, 2022.**

Whereas, on September 1, 2009, the Board of Supervisors adopted Ordinance 5849 adding Chapter 34 of the Sonoma County Code entitled County Organized Health System authorizing the County of Sonoma to join a multi-county commission called Partnership HealthPlan of California and implement a county organized health system;

Whereas, the Partnership HealthPlan of California Commission has the authority to negotiate with the California Department of Health Care Services for the arrangement of provision of health care services; and

Whereas, Chapter 34 authorizes the Board of Supervisors to appoint Sonoma County's Partnership HealthPlan of California Commission members.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma does hereby appoint Mary Kay Brooks to the Partnership HealthPlan of California Commission for the term May 22, 2018 through May 21, 2022.

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: 47
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Katie Greaves (707) 565-8501

Supervisorial District(s):

All

Title: Appointments and Reappointments to the Sonoma County Workforce Investment Board (WIB)

Recommended Actions:

Approve the appointments of Susan Cooper, Sara Cummings, and Anita Maldonado to the Sonoma County Workforce Investment Board for a one-year term beginning May 22, 2018 and ending May 22, 2019.

Approve the re-appointment of Robin Bartholow, Kristyn Byrne, Dr. Steven Herrington, and Katrina Thurman to the Sonoma County Workforce Investment Board for a two-year term beginning May 22, 2018 and ending May 22, 2020.

Executive Summary:

The Workforce Innovation and Opportunity Act (Workforce Act) is a federal law designed to prepare youth and adults for entry into the labor force. The Workforce Investment Board and its career center, Job Link, provide support to Sonoma County job seekers and business by providing services such as workshops and job fairs to connect those looking for work with businesses in need of workers.

The Workforce Act requires all local regions to create a board comprised of local business and community members to oversee and implement the Workforce Act. The Workforce Act requires the appointment of a policy oversight body, and the Sonoma County Workforce Investment Board serves in this capacity for Sonoma County. As required by the Workforce Act, this board item seeks the appointment and reappointment of Workforce Investment Board members.

Discussion:

Membership Criteria and Process for Recommending Members for Appointment

The Sonoma County Workforce Investment Board serves as the policy oversight body for Sonoma County employment and training programs. In accordance with the written agreement between the Sonoma County Board of Supervisors and the WIB, the WIB reviews and approves candidates' applications for membership and forwards its recommendations to the Board of Supervisors for final

approval and appointment.

WIB members are not appointed by supervisorial district, but on a county-wide basis, and must have a high degree of policymaking and hiring authority within the organizations they represent. The WIB is required by law to maintain a business majority. The WIB also seeks members who have expertise in Sonoma County's important or emerging employment sectors, such as health care, hospitality, and manufacturing or who provide workforce-related services. Applications are reviewed by the WIB's Executive Committee and are then recommended to the Board of Supervisors for appointment. Current members in good standing are recommended for reappointment at the end of their term.

Efforts to fill the WIB seats are ongoing through referrals from current members and outreach to businesses, public, workforce, and private non-profit organizations. The Human Services Department also works closely with the Economic Development Board to identify business members appropriate for the business seats on the WIB.

The individuals recommended for appointment/reappointment to the WIB will represent the following categories of membership.

<u>New Representative</u>	<u>Category</u>
Susan Cooper	Business
Sara Cummings	Business
Anita Maldonado	Workforce Representative – Community Based Organization serving clients with barriers to employment
<u>Representative</u>	<u>Category</u>
Robin Bartholow	Business
Kristyn Byrne	Business
Dr. Steve Herrington	Business
Katrina Thurman	Workforce Representative

Susan Cooper is the Executive Director of Community Action Partnership of Sonoma County, an agency dedicated to the reduction of people living in poverty. Dr. Cooper brings knowledge of the problems and barriers the low income community face when trying to find employment and thus improve theirs and their children's lives. She also brings 27 years' experience as a small business owner. Dr. Cooper will fill a Business seat on the WIB.

Sara Cummings is the Executive Director of the Sonoma County Lodging Association, Manager of Oliver's Market Marketing and Communications, and Owner/Director of Sara Cumming Consulting. She is a past board member of Committee on the Shelterless (COTS) in Petaluma, past board member of the Sonoma County Harvest Fair, and served as Publicity Chair for American Association of University Women Petaluma. She is also a member of the Petaluma Gap Winegrowers Alliance board of directors. She brings extensive career background in wine and tourism marketing and public relations. The Sonoma County Lodging Association is working to transition to an association representing all guest facing sectors of tourism. As finding qualified and skilled labor continues to grow as an issue for their industry,

representation of the largest private sector industry on the Workforce Investment Board brings an important voice to the table. Ms. Cummings will fill a Business seat on the WIB.

Anita Maldonado is the Chief Executive Officer of California Human Development and former administrator of workforce development programs funded by the Workforce Act. California Human Development has been providing workforce development training to farmworkers and low income individuals for over fifty years throughout Anthony Soto Employment and Training (ASET) Centers. In addition, CHD in conjunction with La Cooperativa has worked on providing employment and training in disaster hit areas. Ms. Maldonado will fill a Workforce Representative seat on the WIB.

Robin Bartholow has been the Workforce Development Director at the North Coast Builders Exchange in Santa Rosa, CA since August 2008. In addition to her work encouraging and enabling students to pursue a career in construction, she is also Executive Director of CHOICES, the high school drop-out prevention program sponsored by the Builders Exchange and the Hispanic Chamber of Commerce. Robin Bartholow fills a Business seat on the WIB.

Kristyn Byrne is the Property Manager at Pruitt Industrial Park, Director of Community and Government Relations at C&S Waste Solutions, and Principal of Deliver the Mission. She has worked with government agencies, elected officials, non-profit organizations and private sector leaders and as a result, is committed to the economic welfare of businesses and citizens of Sonoma County. Kristyn Byrne is currently the WIB Chair and fills a Business seat.

Steven Herrington is the elected Sonoma County Superintendent of Schools, overseeing educational services for students from pre-kindergarten through high school. Prior to his election, he was superintendent of Windsor Unified School District. Schools and districts under his direction have earned awards for creating neighborhood family literacy centers, educating students to be environmental stewards, and making a difference in the lives of children and their families. Mr. Herrington fills a Business seat on the WIB.

Katrina Thurman is the Chief Executive Officer at Social Advocates for Youth in Santa Rosa. The mission of this non-profit is to provide housing, counseling and jobs to at-risk, vulnerable youth up to age 25. She brings 20 years of experience in development and leading human service programs in diverse communities. Katrina provides leadership to a staff of 130 + individuals. Ms. Thurman fills a Workforce Representative seat on the WIB.

Prior Board Actions:

November 7, 2017: Appointed two new members to the Workforce Investment Board, and reappointed ten members to the Workforce Investment Board.

April 25, 2017: Appointed one new member to the Workforce Investment Board, and reappointed nine members to the Workforce Investment Board.

March 7, 2017: Appointed two new members to the Workforce Investment Board.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship			
The Workforce Investment Board makes recommendations and participates in workforce development initiatives and programs that are aligned with local employer needs with the goal of building a prepared and trained Sonoma County workforce.			
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:			
No fiscal impacts as members volunteer to serve on the Workforce Investment Board.			
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:			
Proposed Workforce Investment Board Membership Roster			
Related Items “On File” with the Clerk of the Board:			
None.			

Sonoma County Workforce Investment Board

Membership as of May 22, 2018

<u>Membership Category</u>	<u># of Seats</u>	<u>Name</u>	<u>Organization</u>
Business			
	1	Yale Abrams	Yale Abrams Consulting
	1	Ed Barr	P & L Specialties
	1	Robin Bartholow	North Coast Builders' Exchange
	1	Kristyn Byrne	C&S Waste Solutions
	1	Judy Coffey	Kaiser-Permanente
	<i>1</i>	<i>Sara Cummings</i>	<i>Sonoma County Lodging Association</i>
	1	Paul Duranczyk	Creekside Convalescent Hospital
	1	Brandy Evans	Goodwill Industries
	1	Steve Herrington	Sonoma County Office of Education
	1	Steve Herron	Exchange Bank
	1	Kristina Holloway	Healdsburg District Hospital
	1	Roy Hurd	Empire College
	1	Scott Kincaid	Facility Development Corporation
	1	Ananda Sweet	Santa Rosa Metro Chamber
	1	Pedro Toledo	Petaluma Health Center
	<i>1</i>	<i>Susan Cooper</i>	<i>Community Action Partnership of Sonoma County</i>
Total Seats	16		
Workforce Representatives			
	1	Chris Knerr	Cement Masons
	1	Chris Snyder	Operating Engineers
	1	George Steffensen	North Bay Labor Council
	1	Stephen Jackson	Sonoma County Office of Education
	1	Katrina Thurman	Social Advocates for Youth
	1	Keith Dias	SMART Local #104
	1	Steve Stobel	IBEW Local #551
	<i>1</i>	<i>Anita Maldonado</i>	<i>California Human Development</i>
Total Seats	8		
Education and Training			
	1	Carol Waxman	Petaluma Adult School
	1	Jerald Miller	Santa Rosa Junior College
	1	Lynn Stauffer	Sonoma State University
Total Seats	3		
Governmental and Economic and Community Development			
	1	Al Lerma	Sonoma County Economic Development Board
	1	Debbie Antonsen	Employment Development Department
	1	David Wayte	Sonoma County Department of Rehabilitation
Total Seats	3		
Additional Members			
	1	Bill Nordskog	United Way
Total Seats	1		

Total Membership: 31



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 48
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: Informational Only

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

Staff Name and Phone Number:

Nathan Quarles, 565-1146

Supervisorial District(s):

Title: Local Agency Management Program and Onsite Wastewater Treatment System Regulations and Technical Standards Revisions

Recommended Actions:

Receive an update regarding County on-site septic standards and authorize submittal of a revised Sonoma County Local Agency Management Program and supporting documents to the North Coast Regional Water Quality Control Board.

Executive Summary:

Introduction

State law mandates the State Water Resources Control Board (State Water Board) adopt standards for regulation of onsite waste treatment systems (OWTS) commonly known as septic systems. Regional Water Boards – one from Cotati Grade south and one from the grade north – have responsibility for overseeing local agency implementation.

On May 10, 2016, staff presented the Board of Supervisors with an application for submittal to the Regional Water Boards to be followed by implementing regulations adopted by the Permit Sonoma director. After Board of Supervisor approval, the director promulgated draft regulations to implement rules for OWTS. Public comment received at workshops and in correspondence focused on three areas of concern: 1) what constitutes a replacement system; 2) who is qualified to design OWTS; and 3) should building permit review serve as a trigger for septic system review.

This report responds to each one of these concerns and offers the Board options where possible.

Background

In 2000, the California Legislature passed Assembly Bill 885 amending Water Code section 13290 requiring the State Water Resources Control Board (State Water Board) to adopt regulations or

standards for the permitting and operation of Onsite Wastewater Treatment Systems (OWTS), commonly known as septic systems.

On June 19, 2012, the State Water Board adopted Resolution No. 2012-0032, adopting the Water Quality Control Policy for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems (OWTS Policy). The OWTS Policy establishes a statewide, risk-based, tiered approach for the regulation and management of OWTS to protect water quality and public health through the consistent regulation of OWTS. Regional Water Quality Control Boards (RWBs) are responsible to implement the OWTS Policy.

The OWTS Policy establishes five risk-based tiers from tier zero to tier four. Tier Zero is for existing and properly functioning systems. Tier One establishes statewide standards for new and replacement systems. Tier Two allows local agencies to establish different standards than Tier One provided they create comparable protections. Tier Three establishes standards for impaired water bodies and provides three options. Tier Four sets standards for systems in need of corrective actions.

Tier One standards are rigid and do not take local conditions such as geology or depth of groundwater into account. To apply under Tier Two, the local jurisdiction must submit a Local Area Management Program (LAMP) that informs the RWQCB of the local standards that meet the objectives of the OWTS Policy. Tier Three requires additional and more protective standards within impaired areas, but provides three options: 1) uniform standards within Tier Three; 2) compliance with an approved Total Maximum Daily Load (TMDL) Implementation Plan, if one exists for the impaired water body; or 3) a tailored approach documented in an Advanced Protection Management Program (APMP).

In May 2016, the Board of Supervisors authorized the submittal of a LAMP and associated documents to the RWBs. Based on feedback from the RWBs and the affected community, a revised LAMP and associated documents have been prepared for consideration.

Discussion:

Overview of Sonoma County Response to OWTS Policy

The Permit and Resource Management Department (PRMD) has revised a Tier Two LAMP for review and approval by the North Coast Regional Water Quality Control Board (NCRWQCB). PRMD is proposing to implement the Tier Three standards for impaired water bodies within Sonoma County except for Sonoma Creek that has an approved TMDL Implementation Plan. The NCRWQCB is anticipating approving a TMDL Implementation Plan for the Russian River in the fall of 2018 and the SFBRWQCB anticipates publishing final documents for a TMDL for the Petaluma River in the fall of 2018. Given the timing and importance of these TMDL Implementation Plans, the LAMP achieves compliance with the OWTS Policy by implementing the Tier Three standards until such time the Russian River TMDL and/or the Petaluma TMDL is adopted and the County can respond with an APMP that is tailored to the specific TMDL.

The LAMP contains a general overview of the County regulations and a demonstration of OWTS Policy compliance. Compliance is demonstrated by cross-referencing specific requirements within the OWTS Policy with the local regulation that achieves that objective.

PRMD created a technical manual for on-site systems entitled the Onsite Wastewater Treatment System Regulations and Technical Standards (OWTS Manual). The OWTS Manual supports the LAMP and replaces in its entirety the *Regulations for Onsite Sewage Disposal in Sonoma County* last revised November, 2002 et seq. (i.e. Blue Book). The OWTS Manual provides the policy, procedural and technical details for implementation of the provisions of Sonoma County Code Section 24-31.5. The previous regulations or Blue Book was an alphabetized compilation of assorted Policies and Procedures, memos, emails, handouts, office forms, Board of Supervisors Resolutions, sections of County Code, flow charts, checklists, information sheets, etc. The Blue Book was cumbersome, outlived its usefulness and was not organized properly to readily demonstrate compliance with the OWTS Policy requirements.

PRMD solicited public review and comment to assist in the development of the OWTS Manual. Commenters included members of the PRMD Land Use Advisory Panel (LUAP), PRMD Director's Advisory Group (DAG), PRMD list of qualified consultants and contractors, and the OWTS Residents of the Russian River Committee. Feedback and comments from these outreach efforts have been incorporated into the documents included with this agenda item.

The following topics were raised and discussed, yet still remain a concern for citizens and the design community:

- Repairs, replacement systems and new systems;
- Qualified consultants and OWTS designers; and,
- Building permits as threshold for septic system review.

Replacement Systems

The revised OWTS Manual presents three general types of work that require a septic permit: repairs, replacement systems and new systems. Currently the County offers permits for a "voluntary repair." The voluntary repair typically includes replacing an entire leach line(s) as compared to replacing a plugged or crushed segment of leach line. The State's OWTS Policy defines the former as a replacement system. The revised OWTS Manual is consistent in the use of the term "replacement system" and standards applicable to a replacement system.

Qualified Consultant

While evaluating "voluntary repairs" staff determined that licensed contractors have submitted most of these applications. Staff further determined that licensed contractors are not authorized to evaluate soils nor design septic systems nor is it the practice of most environmental health departments to allow licensed contractors to evaluate soils or to design septic systems. State law authorizes professional engineers and registered environmental health specialists to evaluate soils and to design septic systems and geologists and soil scientists to evaluate soils.

Building Permit Thresholds

The amount of construction work on a structure, whether dwellings or commercial buildings, triggers various level of OWTS review. The overarching department policy for nearly 20 years has been to align the age of a structure to the age of the OWTS as reasonably as possible. This policy has evolved into a tiered approach that considers the amount of work to the structure and the level of review of the OWTS.

Per Sonoma County Code, any proposed alteration to an existing structure served by an OWTS or a proposed structure on a parcel being served by an OWTS must have a Well and Septic Section clearance before issuing a building permit (Sonoma County Code sections 7-5(b)(4)&(5)). The minimum review is to ensure the proposed construction does not result in the property being improved in excess of its capacity to absorb sewage effluent or that the existing structure is not served by a cesspool. The former is a requirement from Sonoma County Code and the later requirement is from the RWBs Basin Plans as well as the OWTS Policy. Both the Basin Plan and the OWTS Policy prohibit cesspools.

Review of minor constructing work such as a re-roof, foundation repair and other comparable construction allows staff to ensure that the structure is served by a system more compliant than a cesspool. Staff accepts any type of county record indicating a system was installed.

The County ensures that an OWTS system exists for minor rebuilds or minor additions. PRMD policy requires a findings report if the OWTS is 20 years old or older. The findings report discusses system components, locations and their functionality.

The County ensures there is a code complaint OWTS for major rebuilds or major additions. This can be shown either through documentation of an existing system, upgrades to an existing system or new system.

The levels of review based on construction work are based in PRMD policy (Policy Number 9-2-12) that dates back at least to October 2002. Staff is seeking direction from the Board regarding the current approach or if a change in direction is warranted or desired at this time. The options are as follows:

1. The status quo which has re-roofs, foundation repairs and similar improvements as the first tier only ensuring a cesspool does not exist, minor rebuilds and minor additions needing a higher level of documentation that a septic tank and dispersal system exists and requiring a findings report if the OWTS is more than 20 years old, and require a code compliant system (either documentation or newly constructed) for major rebuilds and major additions.
2. Relaxing the status quo to include interior remodels with the lowest tier of septic evaluation.
3. Relaxing the status quo to include interior remodels, minor rebuilds and minor additions with the lowest tier of septic evaluation.
4. Relaxing the status quo to include interior remodels, minor rebuilds, minor additions, major rebuilds and major additions with the lowest tier of septic evaluation.

The OWTS Manual and LAMP reflect option 2 as this is the staff recommendation.

Process

Staff will receive guidance and direction from the Board of Supervisors regarding policy determinations, modifications or revisions to the LAMP and/or OWTS Manual. Staff will implement the Board's direction and submit the revised LAMP and OWTS Manual to the Regional Water Board.

Upon review and/or approval by the Regional Water Board, the OWTS Manual and any amendments shall be subject to approval by the Director of PRMD and the public review process detailed in Sonoma

County Code Section 24-31.5. PRMD will start the codified public review process following approval of the RWB approval of the LAMP and OWTS Manual.

It is expected that the OWTS Manual will be reviewed and updated periodically to keep pace with new issues, policies, procedures, and technologies affecting the use and management of OWTS.

CEQA

The proposed adoption of the OWTS Manual and submission of the LAMP to RWQCB are actions that are categorically exempt from CEQA under CEQA Guidelines 15061(b)(3); 15307, and 15308.

Prior Board Actions:

May 10, 2016, BOS authority to submit LAMP and associated documents to the RWB 1995 – Ordinance No. 4906, Section 5(B).

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

The Sonoma County LAMP and OWTS Manual will help ensure OWTS are constructed, operated, and maintained in a manner that protects the health and safety of County residents and the environment and in compliance with State law.

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:

There will be no known fiscal impacts to the County

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 staffing is anticipated at this time			
Attachments:			
Attachment A – Local Agency Management Plan (LAMP) Attachment B – Onsite Wastewater Treatment System Regulations and Technical Standards (OWTS Manual)			
Related Items “On File” with the Clerk of the Board:			
SWRCB OWTS Policy Sonoma Creek TMDL Implementation Plan			

COUNTY OF SONOMA

LOCAL AGENCY MANAGEMENT PROGRAM



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Part A: General Information and Background

A 1 Introduction

In California, the authority for the regulation of Onsite Wastewater Treatment Systems (OWTS) belongs to the State Water Resources Control Board (SWRCB). The policies of the SWRCB are implemented locally through nine regional water quality control boards. Historically, each regional board developed “basin plans” that outlined water quality objectives in their respective jurisdictions as well as policies and programs to achieve those objectives.

General guidelines for the siting, design and construction of new OWTS were part of each basin plan. While the regional boards retain primacy over large and some specialized systems, direct regulatory authority for individual OWTS has been delegated to local agencies.

In June 2012, the SWRCB adopted the Water Quality Control Policy for Siting, Design, Operation and Maintenance of Onsite Wastewater Treatment Systems, hereinafter referred to as the OWTS Policy. The Policy became effective in May 2013 and for the first time, established a statewide, risk-based tiered approach for the regulation and management of OWTS. The OWTS Policy has been published by the SWRCB and can be found on their website at

http://www.waterboards.ca.gov/water_issues/programs/owts/docs/owts_policy.pdf .

The SWRCB OWTS Policy provides a multi-tiered strategy for management of OWTS in California. The five tiers are:

Tier 0 – Existing OWTS

Tier 1 – Low Risk New or Replacement OWTS

Tier 2 – Local Agency OWTS Management Program

Tier 3 – Impaired Areas

Tier 4 – OWTS Requiring Corrective Action

Tier 0 of policy addresses existing systems and provided the systems are in compliance with the listed criteria these systems are covered by the waiver of waste discharge requirements built into the OWTS Policy. Tier 1 establishes minimum standards for low risk new or replacement OWTS statewide. Tier 2 allows customized management programs that address conditions specific to the local jurisdiction. Tier 3 applies special, enhanced standards to OWTS located near a water body listed as impaired pursuant to Section 303(d) of the Clean Water Act. Tier 4 applies to OWTS that require corrective action.

The OWTS Policy requires the submittal of an application to the appropriate Regional Water Board by May 21, 2016. Local agencies are required to provide written notification of its intent to regulate OWTS under the appropriate tier(s) and to provide decimation of programs to be implemented that meet the intent of the OWTS Policy. County staff have prepared the appropriate documents to apply under Tier 2 and Tier 3 of the OWTS Policy.

It is the intent of the Board of Supervisors to ensure that OWTS are constructed, modified, repaired, abandoned, operated, maintained, inspected and serviced in a manner that prevents environmental degradation and protects the health, safety and general welfare of the people of the County.

A 2 Regulation of OWTS and Sonoma County Requirements

The County of Sonoma Permit and Resource Management Department, (Permit Authority) is currently responsible for regulating OWTS throughout the unincorporated areas of the county. OWTS located within the incorporated areas of the county have been regulated by the County under agreements with each incorporated city. OWTS are used almost exclusively for properties located outside municipal sewer service boundaries.

Historically, the County has operated its OWTS program under the authority granted by two Regional Water Quality Control Boards (RWQCB): (1) the North Coast Region for those areas that drain to the Pacific Ocean; and (2) the San Francisco Bay Region for those areas that drain to San Pablo Bay. The North Coast RWQCB has assumed the primary responsibility for the review and approval of plans submitted by the County of Sonoma pursuant to the OWTS Policy.

The County has created this Local Area Management Program (LAMP) and is applying under Tier 2. A supplement to the Tier 2 LAMP is the County's local OWTS Manual. Over time the County has developed a series of policies for the regulation of OWTS at the local level. These regulations have been compiled into one document, The OWTS Manual. These policies and regulations have evolved over time and are tailored to the variety of local settings that exist in Sonoma County. Both Regional Water Boards are familiar with the County's set of policies and are generally in acceptance of the practices embodied in these policies. The vast majority of policies were carried forward into the OWTS Manual, however, in the process of compiling the OWTS Manual, some revisions of the policies were made.

Within Sonoma County, there are several water bodies that are listed as impaired under the federal Clean Water Act. OWTS that exist or that are proposed near these water bodies are subject to Tier 3 of the OWTS Policy. Tier 3 of the OWTS Policy states that existing, new or replacement OWTS near impaired water bodies may be addressed by a Total Maximum Daily Load (TMDL), and its implementation plan or through special provisions contained in a LAMP. These special provisions are known as an Advanced Protection Management Program (APMP).

The Russian River is listed as impaired under the federal Clean Water Act for pathogens. A TMDL for this water body has been adopted and the implementation plan is tentatively scheduled to be released in the summer 2016 and approved in the fall of 2016. Sonoma Creek is listed as impaired under the federal Clean Water Act for pathogens. A TMDL and implementation plan have been approved for this water body. The County has addressed Tier 3 provisions, however, upon adoption of the Russian River TMDL Implementation Plan, the OWTS program will need to be revised.

The County's LAMP along with the accompanying OWTS Manual present the County's program for compliance with the OWTS Policy and for the oversight of OWTS within the County of Sonoma. A third component, the Advanced Protection Management Plan, will be developed upon the adoption of the Russian River Pathogen Total Maximum Daily Load Implementation Plan.

A 3 Organization of this LAMP

The Sonoma County LAMP is intended for OWTS management approval under Tier 2 and Tier 3 of the SWRCB's OWTS Policy. As such, it is intended to allow the County to continue providing local oversight of OWTS that: (a) are suited to the conditions in Sonoma County; (b) meet or exceed the environmental protections of the "default" siting and design requirements for OWTS identified in Tier 1 of the OWTS Policy; and (c) ensure the best opportunity for coordinated and comprehensive management of OWTS public health and water quality in Sonoma County.

This LAMP is organized in two parts to present a comprehensive explanation of the various requirements, policies, procedures and measures used to regulate and oversee the use of OWTS in Sonoma County. Part A: General Information and Background provides an overview of the County and the approach to comply with the SWRCB OWTS Policy in general. Part B: SWRCB OWTS Policy Compliance Requirements is structured to demonstrate compliance with specific provisions contained in the SWRCB OWTS Policy, item by item as they appear in the SWRCB OTWS Policy. Part B only presents provisions that are applicable to the County of Sonoma and does not include the SWRCB OWTS Policy in total. For example, Part B includes provisions pertaining to Local Agency Responsibilities and Duties (Section 3.0 of the OWTS Policy), Local Agency OWTS Management Program (Section 9.0 of the OWTS Policy), Impaired Areas (Section 10.0 of the OWTS Policy), and OWTS Requiring Corrective Action (Section 11.0 of the OWTS Policy), but does not include provisions that address SWRCB or Regional Water Board responsibilities.

In conjunction with the LAMP, the County is also submitting the County's OWTS Manual or technical standards in support of Tier 2 delegated authority. The OWTS Manual includes the technical standards, permitting forms and procedures, site evaluation requirements and methods, design details and guidelines related to new, repair and replacement OWTS for both Standard and Alternative Non-Standard OWTS, and operational permitting and monitoring requirements for Alternative OWTS. The OWTS Manual will be reviewed and updated from

time-to-time, typically annually, to keep pace with new issues, policies, procedures, and technologies affecting the use and management of OWTS in Sonoma County. The OWTS Manual will be maintained by the Permit Authority.

A third document is currently being drafted but cannot be finalized until the adoption of the Russian River TMDL Implementation Plan. This document will consist of the County's Advanced Protection Management Plan (APMP) to address Tier 3 requirements and concerns.

A 4 Geographical Area

Sonoma County, the most northerly of the nine counties in the San Francisco Bay Region, is located along the Pacific coastline about forty miles north of San Francisco and the Golden Gate Bridge. The County is just over 1,500 square miles, making it the largest of the nine Bay Area counties.

Sonoma County is bordered by the Pacific Ocean on the west, Marin County and San Pablo Bay to the south, Solano, Napa and Lake Counties to the east, and Mendocino County to the north. The geographic configuration and topography of the North Bay area limits the transportation linkages to adjacent counties to a few routes. The U.S. Highway 101 Freeway is the major north/south route, connecting the County to San Francisco and Marin to the south and to Mendocino on the north. The east/west routes are Highways 128, 12 and 37.

Sonoma County's 1,500 square miles include a diverse mosaic of landforms, environments, and human settlements. The broad, flat Santa Rosa Plain, which lies between the Sonoma Mountains on the east and low coastal hills on the west, contains the cities of Santa Rosa, Rohnert Park, and Cotati. The sparsely settled western margin of the county, along the Pacific coastline, includes the redwood and mixed conifer forests of the Mendocino Highlands in the north and rolling oak studded hills, dairylands, and coastal prairies in the south. The Mayacamas Range forms the eastern boundary of the county. Along with the Sonoma Mountain range, it encloses the Sonoma Valley or "Valley of the Moon," a scenic valley which extends from near Santa Rosa southeastward to the City of Sonoma and the marshlands of San Pablo Bay. In the north, the Mayacamas Range and Mendocino Highlands enclose the farming regions of Alexander and Dry Creek Valleys. In the far northeast, the remote interior of the Mayacamas Range contains the Geysers geothermal steam field.

A 5 Geology, Soils and Water Resources

Geology

The topography in Sonoma County is varied, including several mountain ranges, distinctive valleys, and coastal terraces. The geology is quite complex and is continually evolving because of its location at an active plate margin. The county is bounded on the south by the San Pablo Bay and associated wetlands. The Cotati and Petaluma Valleys create the wide basin stretching from Santa Rosa to the Bay. Rolling hills and grasslands predominate here,

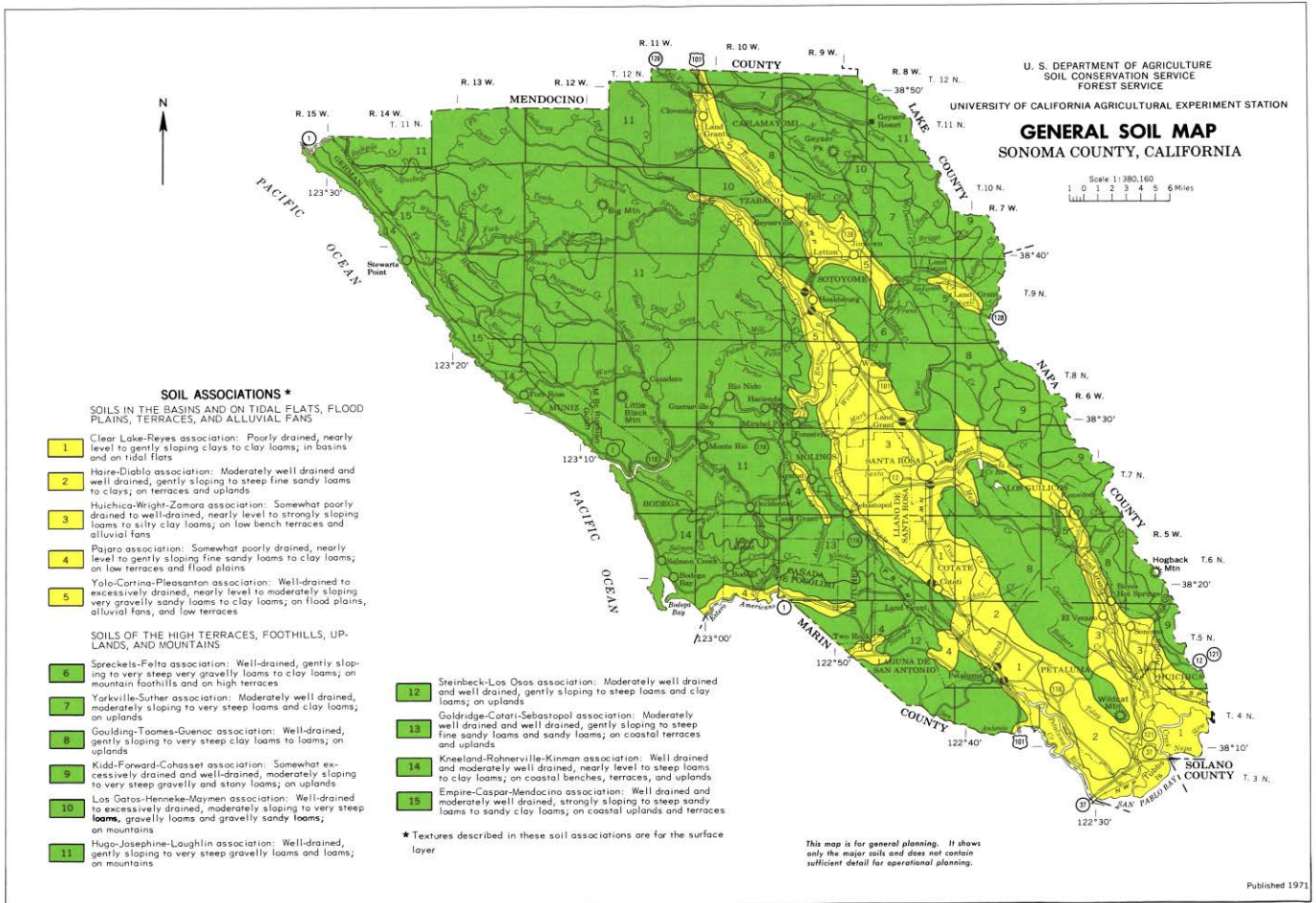
as well as in Marin County to the south. The rugged Mayacamas and Sonoma Mountains geographically form the eastern boundary and physically separate Sonoma County from Lake and Napa Counties. The Sonoma Valley runs north-south between the Sonoma Mountains on the west and the taller Mayacamas Mountains to the east. The Geysers geothermal field, located in the northeastern Section of the county, extends into both Sonoma and Lake Counties. The Mendocino Highlands form a common geographic unit with Mendocino County to the north. The Alexander Valley runs from northwest to southeast, bounded on the east by the Mayacamas Mountains and on the west by the Coast Range. The Pacific Ocean forms the western county boundary, including an interesting assemblage of steep hills, marine terraces, beaches, and offshore sea stacks.

The geology of Sonoma County is a result of the past tectonic, volcanic, erosion, and sedimentation processes of the California Coast Range geomorphic province. Ongoing tectonic forces resulting from the collision of the North American Plate with the Pacific Plate, combined with more geologically recent volcanic activity, have resulted in mountain building and down warping of parallel valleys. The margin of the two tectonic plates is defined by the San Andreas Fault system: a broad zone of active, dormant, and inactive faults dominated by the San Andreas Fault which trends along the western margin of the county. This fault system results in the northwestern structural alignment that controls the overall orientation of the county's ridges and valleys. The land has been modified by more recent volcanic activity, evidenced by Mount St. Helena that dominates the northeastern part of the county. Erosion, sedimentation, and active faulting occurring in recent times have further modified Sonoma County's landscape to its current form.

Soils

The Sonoma County soils are divided into two main categories described below and as depicted in *Map 1 – General Soil Map for Sonoma County*.

Map 1 – General Soil Map of Sonoma County



Soils in the basins and tidal flats, flood plains, terraces and alluvial fans. The soils in the basins and tidal flats, flood plains, terraces and alluvial fans are level to steep and excessively drained to poorly drained. These soils consist of very gravelly sandy loams to clays. They formed in alluvium from sedimentary and volcanic material. The areas are mainly in the eastern part of the county.

Elevation of these soils ranges from 2 feet below sea level to 1,200 feet above, and annual precipitation from 20 to 50 inches.

Five of the soil associations in Sonoma County are in basins and tidal flats, flood plains, terraces and alluvial fans. They make up 20 percent of the county.

1. Clear Lake-Reyes Association: Poorly drained, nearly level to gently sloping clays to clay loams; in basins and on tidal flats. This association occupies about 6% of the county.
2. Haire-Diablo Association: Moderately well drained and well drained, gently sloping to steep fine sandy loams to clays; on terraces and uplands. This association occupies about 4% of the county.

3. Huichica-Wright-Zamora Association: Somewhat poorly drained to well drained, nearly level to strongly sloping loams to silty clay loams; on low bench terraces and alluvial fans. This association occupies about 6% of the county.
4. Pajarro Association: Somewhat poorly drained, nearly level to gently sloping fine sandy loams to clay loam; on low terraces and flood plains. This association occupies about 1% of the county.
5. Yolo-Cortina-Pleasanton Association: Well-drained to excessively drained, nearly level to moderately sloping very gravelly sandy loams to clay loams; on flood plains, alluvial fans, and low terraces. This association occupies about 3% of the county.

Soils in the high terraces, foothills, uplands, and mountains. The soils in the high terraces, foothills, uplands, and mountains, are nearly level to excessively steep, and moderately well to excessively drained. These soils consist of gravelly, very gravelly, or stony loams to clay loams. They formed in material weathered from such rock as volcanic tuff, rhyolite, serpentine, sandstone, shale, and metamorphosed schist, as well as basic igneous rock. The areas are scattered throughout the county.

Elevation of these soils ranges from 100 to 4,000 feet, and annual precipitation from 20 to 70 inches.

Ten of the soil associations in Sonoma County are in soils in the high terraces, foothills, uplands, and mountains. They make up 80 percent of the county.

1. Spreckels-Felta Association: Well-drained, gently sloping to very steep very gravelly loams to clay loams; on mountain foothills and on high terraces. This association occupies about 4% of the county.
2. Yorkville-Suther Association: Moderately well drained, moderately sloping to very steep loams and clay loams; on uplands. This association occupies about 8% of the county.
3. Goulding-Toomes-Guenoc Association: Well-drained, gently sloping to very steep clay loams; on uplands. This association occupies about 8% of the county.
4. Kidd-Forward-Cohasset Association: Somewhat excessively drained to well-drained, moderately sloping to very steep gravelly and stony loams; on uplands. This association occupies about 2% of the county.
5. Los Gatos-Henneke-Maymen Association: Well-drained to excessively drained, moderately sloping to very steep loams, gravelly loams, and gravelly sandy loams; on mountains. This association occupies about 7% of the county.
6. Hugo-Josephine-Laughlin Association: Well drained, gently sloping to very steep gravelly loam and loams; on mountains. This association occupies about 33% of the county.
7. Steinbeck-Los Osos Association: Moderately well drained and well drained, gently sloping to steep loams and clay loams; on uplands. This association occupies about 6% of the county.
8. Goldridge-Cotati-Sebastopol Association: Moderately well drained and well drained, gently sloping to steep fine sandy loams and sandy loams; on coastal terraces and uplands. This association occupies about 6% of the county.
9. Kneeland-Rohnerville-Kinman Association: Well drained and moderately well drained, nearly level to steep loams to clay loams; on coastal benches, terraces, and uplands. This association occupies about 3% of the county.
10. Empire-Casper-Mendocino Association: Well drained and moderately well drained, strongly sloping to steep sandy loams and sandy clay loams; on coastal uplands and terraces. This association occupies about 3% of the county.

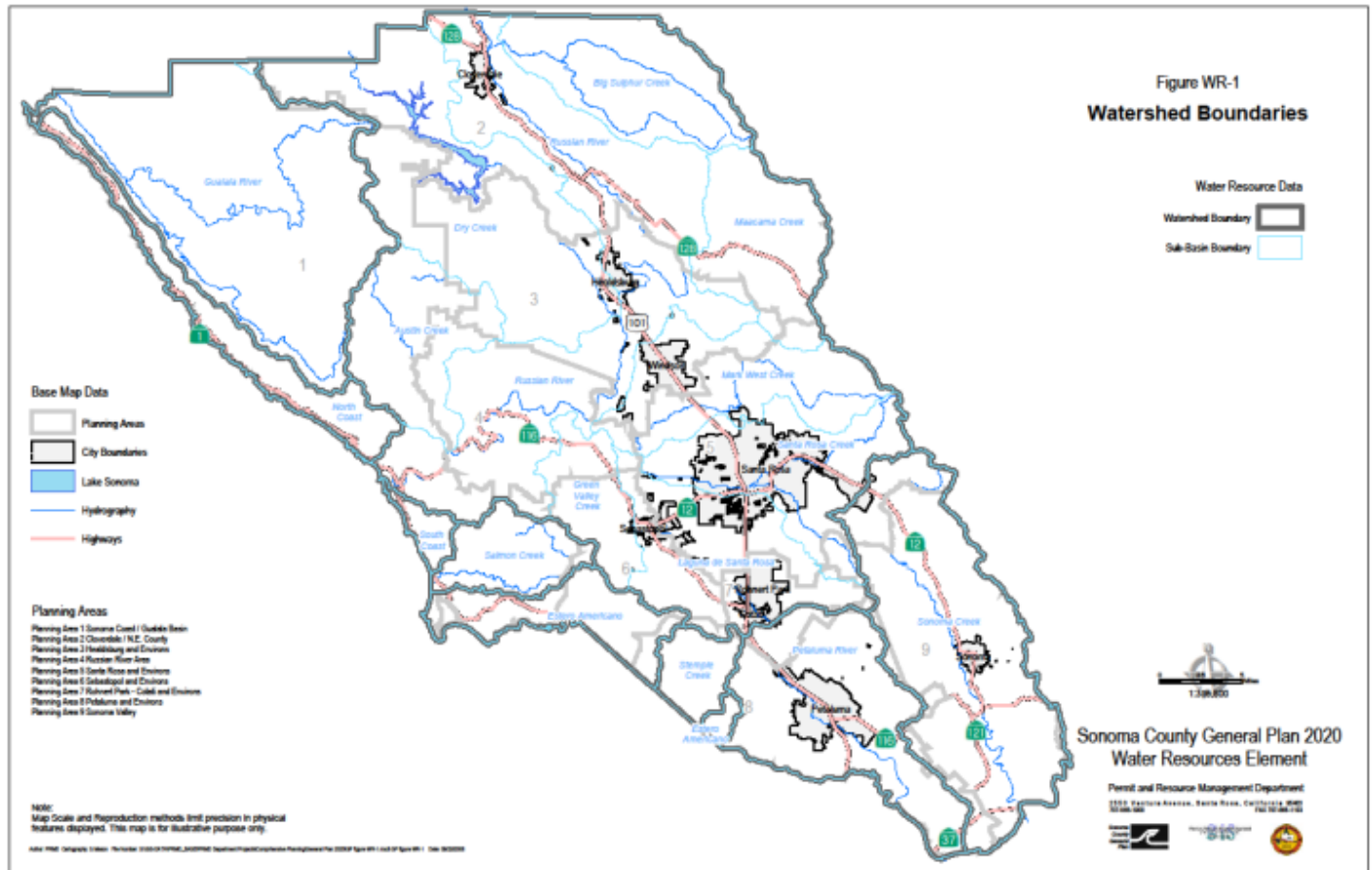
Surface Waters

Sonoma County contains four principal watersheds: Gualala-Salmon, Russian River, San Pablo Bay, and Tomales Drake Bay. The 2020 Sonoma County General plan identifies the following watersheds and watershed sub-basins. *Table 1 – Sonoma County Watershed Areas* and *Map 2 – Sonoma County Watershed Boundaries* present the land areas and locations for the major watersheds within the county.

Table 1 -- Sonoma County Watershed Areas 1

Watershed	Watershed sub-basin	Size (Square Miles)
Gualala River		269
Russian River	Big Sulphur Creek	80
	Maacama Creek	69
	Dry Creek	175
	Mark West Creek	83
	Laguna de Santa Rosa	89
	Green Valley and Atascadero Creeks	37
	Austin Creek	70
	Santa Rosa Creek	81
	Other sub watersheds	237
	Watershed total	921
Coastal	North Coast	49
	South Coast	9
	Salmon Creek	37
	Estero Americano	50
	Stemple Creek	22
	Watershed total	167
San Pablo Bay	Sonoma Creek	170
	Petaluma River	112
	Watershed total	282

Map 2 – Sonoma County Watershed Boundaries 1



In general, watersheds in the northern areas of the County (Gualala River, Austin Creek, Dry Creek, Big Sulphur Creek, and Maacama Creek) consist of mountainous, rugged terrain with little urban development. Land use in these upper watersheds is predominantly rural, with timber production and grazing being the primary uses.

Most of central Sonoma County is part of the Russian River watershed and ultimately drains west to the Pacific Ocean. This area has moderate topography and lies in the ancient alluvial floodplain of the Russian River. Much of the suburban and urban development of Sonoma County is located within these central sub-watersheds, including Healdsburg, Windsor, Santa Rosa, Sebastopol, Rohnert Park and Cotati.

The watersheds for the Petaluma River and Sonoma Creek in the southern portions of the county are tidally influenced. They have their headwaters on the steep grass and oak foothills of the Sonoma Mountains and Coast Range, pass through small valleys where the Petaluma and Sonoma urban areas are located, and open up to wide marshlands that interact with the San Pablo Bay. Land use in these sub basins is varied and includes agriculture and rural and urban residential use.

Many small watersheds in the Coastal Zone consist of streams that drain relatively small watersheds and flow a short distances from the first coastal ridgeline directly to the Pacific

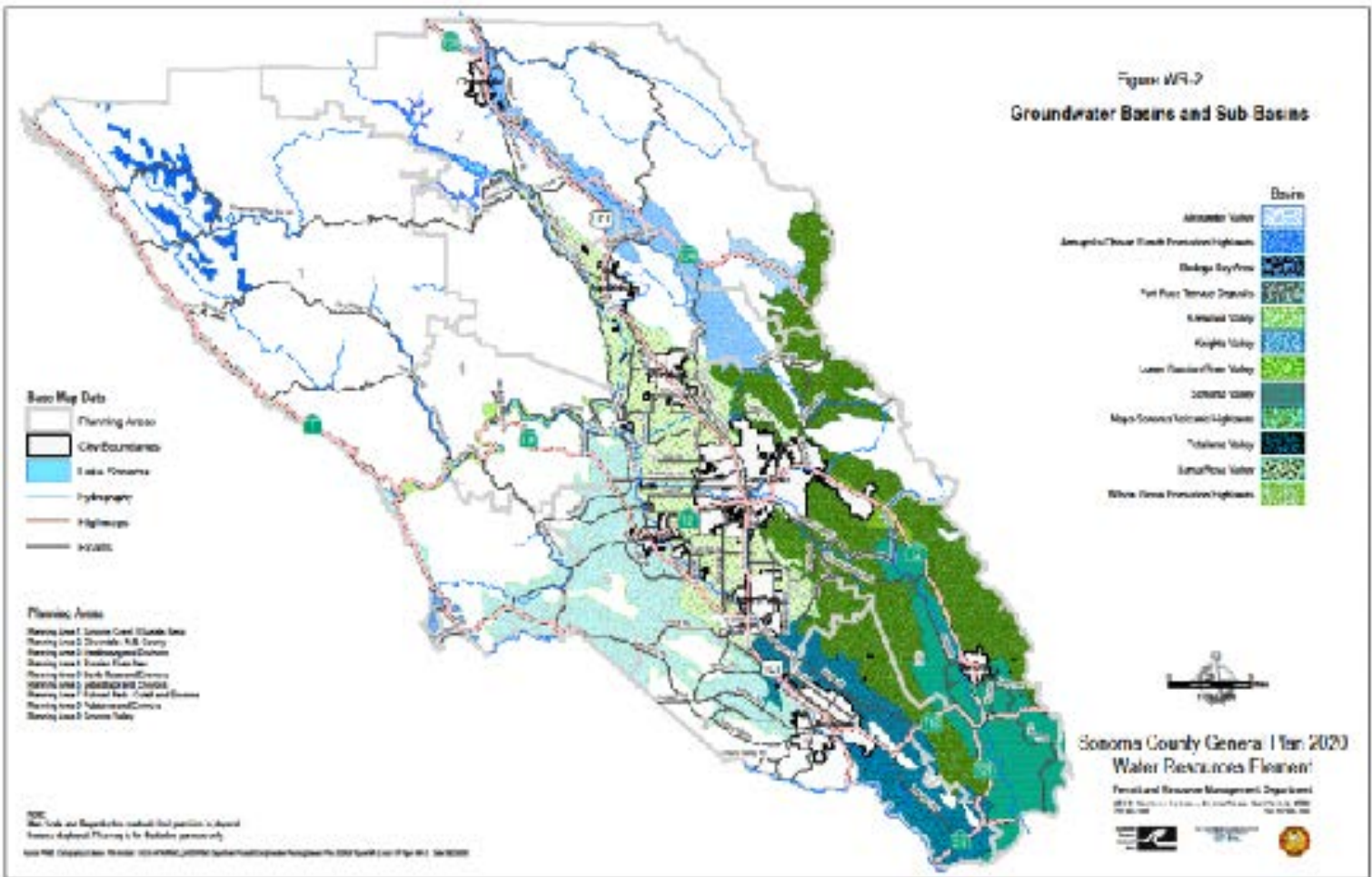
Ocean. These individual small coastal drainage basins are collectively referred to as the “Frontal Pacific Ocean watershed.” Streams in these watersheds flow through areas of steep terrain and marine terraces. Coastal streams typically enter the ocean at small sandy beach inlets periodically along steep rocky coastal bluffs.

Groundwaters

The size of the nine identified groundwater basins in Sonoma County range from the Santa Rosa valley (158 square miles) to the Fort Ross Terrace Deposits (3.5 square miles). The 2020 Sonoma County General plan identifies the following groundwater basins. *Table 2 – Groundwater Basin Areas* and *Map 3 – Sonoma County Groundwater Basins* present the areas and locations of the major groundwater basin within the county.

Table 2-Groundwater Basin Areas 1

Groundwater Basin	Size (Square Miles)
Santa Rosa Valley	158
Sonoma Valley	70
Petaluma Valley	70
Napa-Sonoma Volcanics	65
Alexander Valley	47
Annapolis-Ohlson Ranch Formation	13.5
Kenwood Valley	8
Knights Valley	6
Fort Ross Terrace Deposits	3.5



Map 3 – Sonoma County Groundwater Basin 1

Groundwater is an important source of agricultural, industrial, and domestic water supply in Sonoma County. While the Russian River is the primary source of domestic water for the County's urban areas, most rural areas are served by groundwater. Groundwater resources are tapped by both municipal and private wells. However, not all groundwater in the County is of sufficient volume, has a reasonable rate of recharge, or is suitable for drinking water or other purposes.

Most of these groundwater basins are centered along major creek and river valleys in the central and southern portions of the county. Recharge of groundwater typically occurs along the major streams as well as their principal tributaries. The principal water bearing formations in Sonoma County groundwater basins are typically alluvium. While other geologic units can yield adequate amounts of water in some areas, much of the county may not have dependable groundwater supplies.

Poor groundwater quality can be the result of geologic conditions such as the highly mineralized water extracted from the Napa- Sonoma Volcanics or brackish water from the Petaluma Formation. Also, some groundwater naturally contains dissolved elements such as arsenic, boron, selenium, mercury and/or radon (a gas formed by the natural breakdown of uranium in the soil).

A 6 Estimated OWTS Usage by Watershed

In 2015, Sonoma County initiated a project using Geographic Information System (GIS) analysis to begin the process of locating, characterizing and tracking the OWTS in the County. Since a comprehensive inventory of existing OWTS usage does not exist, estimates are based on a systematic GIS-based inventory to determine the development status (i.e., developed or vacant) of all parcels in the non-sewered areas of the county, which is taken as the best estimate of the current number of OWTS in the county. The GIS evaluation did not include the incorporated areas of Sonoma County, however, it is estimated the number of OWTS in these areas represent a very small fraction of the total.

The study estimates there are 55,304 parcels in the evaluated land area with roughly 37,000 developed parcels and 18,000 undeveloped parcels. We therefore conclude there are approximately 37,000 OWTS in operation in the unincorporated county. This information is segregated out by major watersheds. These figures are presented in *Table 3 – Parcel Development Status*.

Table 3 – Parcel Development Status

Watershed	Non-Sewered Acres / (Sq Mi)	Total Parcels	Developed Parcels	Vacant Parcels
Gualala-Salmon	202,174 / (316)	5,376	3,074	2,305
Russian River	584,902 / (914)	36,888	24,100	12,788
San Pablo Bay	176,847 / (276)	10,867	8,036	2,829
Tomales-Drake Bay	44,036 / (69)	2,173	1,586	587
Total	826,002 / (1,575)	55,304	36,798	18,506

A 7 Summary of Water Quality Management Measures

The following summarizes how key site suitability, land use and development factors have been addressed in the OWTS requirements of Sonoma County's LAMP for protection of water quality.

- **Soil Conditions.** Soil suitability is the single most critical aspect of onsite wastewater treatment and dispersal. The soil provides the medium for the absorption and treatment of wastewater discharged through sub-surface dispersal systems. This is accomplished mainly through a combination of physical filtering, biological and chemical processes, and dilution. Protection of underlying groundwater relies on provision of an adequate depth of permeable soil below the dispersal field (zone of aeration) for absorption and treatment to occur. Sonoma County requires detailed site evaluation to document suitable soil characteristics and depth for each OWTS installation. The observed depth and percolation characteristics of the soil are used to select the appropriate location, sizing and design of the OWTS to achieve proper effluent dispersal and groundwater protection.
- **Geologic Factors.** Geology is important to the suitability and performance of OWTS due to its influence on topography and landforms, the type and characteristics of soils that develop at the surface, the occurrence and movement of sub-surface water, and slope stability. Geologic factors are addressed for new OWTS based on information from basic site evaluations for all installations, including information of percentage of slope and proximity to potential unstable land masses.
- **Groundwater Conditions.** Groundwater conditions are of high importance for OWTS usage in Sonoma County due to the extensive reliance on local aquifers for both public and private water supplies. Site evaluation practices include requirements for documenting groundwater conditions, which include procedures for wet weather observations. Documentation of groundwater levels, in combination with soil permeability (percolation rate), provide the basis for selection of the appropriate OWTS design and maintenance of an appropriate vertical separation between the point of effluent dispersal and the water table for protection against pathogen impacts.
- **Areas with High Usage of Domestic Wells.** Domestic wells are used widely in Sonoma County in conjunction with rural development that also utilize OWTS. Measures to assure protection of existing and new domestic water supply wells from the effects of OWTS include minimum horizontal setback distances between OWTS and any well and the availability of alternative non-standard treatment and dispersal technologies to mitigate documented or potential impacts to groundwater in area of high domestic well usage.
- **Minimum Watercourse/Water Body Setback Requirements.** The primary measure of protection of surface water quality is the establishment of safe horizontal setback distances between OWTS and various water and landscape features.
- **Alternative Treatment and Dispersal Technologies.** The County's OWTS Manual includes alternative treatment and dispersal technologies and revised sizing standards that provide flexibility options for system repairs and replacements. The use of

alternative technologies, producing higher quality effluent, can compensate for reduced amount of soil absorption area where the repair system on an older non-conforming development site encroaches within the normal setback requirement. Also, alternative dispersal methods and revised sizing criteria can reduce the amount of encroachment into the setback area by making more portions of the property (e.g. shallow soils) potentially feasible for wastewater dispersal, while also reducing the overall amount of land area needed for the dispersal system.

- **Erosion Control Measures.** The County requires that erosion control measures be implemented in connection with the installation of OWTS under certain circumstances, based on the type and size of the system and the prevailing ground slope conditions.
- **Flood Protection Measures.** The County prohibits the installation of new OWTS within the F-1 floodway.
- **Enhanced Protection for Water Supply Watersheds.** In accordance with the requirements of the OWTS Policy, the County has increased the setback standards for any OWTS located in an area tributary to and within 1,200 feet and within 2,500 feet of a public water supply surface water intake. The provisions for identifying and notifying public water system owners of pending OWTS applications are discussed in Section 3.5 of this LAMP.
- **Impaired Surface Waters. Impaired Surface Waters.** Sonoma Creek is subject to a 2010 TMDL Implementation Plan (Appendix B), prior to the adoption of the OWTS Policy. The Russian River Watershed Pathogen TMDL APMP will be addressed as an addendum to this LAMP after the adoption of the Russian River Pathogen TMDL.
- **High Density OWTS, Parcel Size and Cumulative Impacts.** Consideration of OWTS density, parcel size and potential cumulative impact issues (e.g. hydraulic mounding, nitrate loading) are addressed in County Code that call for the completion of cumulative impact assessments for certain types of projects or locations.
- **Geographic Areas with Many Older Non-Conforming OWTS Installations and Setbacks.** Older, non-conforming OWTS are common in areas of the County. The highest concentration of these OWTS are located near the Russian River and its tributaries, where properties were originally developed for seasonal/recreational cabins and have converted over the years to year round residences. Many of the properties are very small (<1/2 acre in size), with OWTS constructed prior to modern codes. Some systems consist of cesspools, and repairs/replacements tend to be very challenging. Non-conformance with adopted setback requirements (e.g. from structures, water features, etc.) are also common. The availability of alternative treatment and dispersal system designs provide an opportunity for more effective upgrades and repairs for lots having limited area, soil limitations or other constraints for conventional OWTS1.0 Local Agency Requirements and Responsibilities (as per Section 3.0 of the OWTS policy).

Part B: SWRCB OWTS Policy Compliance Requirements

Part B presents and discusses the specific Sections of the SWRCB OWTS Policy that are applicable to Sonoma County. The OWTS Policy Sections are presented in numerical order and the Sections that are not applicable have been intentionally omitted. The reader will encounter gaps in the Section numbering as not all of the OWTS Policy Sections are applicable to the County.

1.0 Definitions

Please refer to OWTS Manual Section 3 for definitions.

2.0 OWTS Owner Responsibilities and Duties

A response from local agency is not required.

3.0 Local Agency Requirements and Responsibilities

The Sonoma County LAMP establishes the Tier 2 minimum requirements and responsibilities that provide an alternative from Tier 1 (Sections 7 and 8 of the OWTS Policy) to achieve the same policy purpose of protecting water quality and public health.

The Permit Authority shall submit a report to the NCRWQCB, with a copy to the SFBRWQCB, which includes the following information:

- Number and location of complaints, complaint investigations and outcomes
- Permits issued for septic tank pumper trucks, pursuant to Sonoma County Code Chapter 24, Article III (Cleaning Septic Tanks, etc.)
- Number, location, and description of permits issued for new and replacement OWTS with Tier indicated.

3.4 Permanent Records

All OWTS permit related records (Pre-Perc and Site Inspections, Wet Weather Groundwater Inspections, OWTS Plan Checks, New and Replacement Standard and Non-Standard OWTS Permits, Operational Permits for Non-Standard OWTS, Abatement and Voluntary Repair Permits, Findings Report Review, Office and Field Clearances for B-BLD Upgrade Permits, Septic Tank Replacement, Septic Tank Destruction, and Variance Requests are maintained in the County's database. The Permit Authority shall make permanent records of all OWTS related permitting actions available within 10 working days upon written request for review by a RWQCB.

3.5 Public Water Supply Notification

The Permit Authority shall notify the owner of a public well or water intake and the State Water Board Division of Drinking Water by telephone, email, and/or site visit as soon as practicable

but no later than 72 hours, upon discovery of a failing OWTS within the allowable setbacks as follows:

- OWTS Section 7.5.6: 150 feet from a public water well where the depth of effluent dispersal field does not exceed 10 feet.
- OWTS Section 7.5.7: Within 1,200 feet from a public water system surface water intake if the failing system is 400 feet or less from the high water mark.
- OWTS Section 7.5.8: Within 2,500 feet from a public water system surface intake if the failing system is less than 200 feet from the high water mark.

Currently, there are 12 surface water intake public water supply systems and 410 well public water supply systems in Sonoma County. In addition, there are 61 state Small water Systems that are overseen by the County Department of Health Services, Environmental Health Division. It should be noted that some of the public water supply systems that are classified as wells rely on water supplies that are groundwater under the influence of surface water. At this time, the public well and public surface water intake locations are confidential and cannot be captured in the County GIS database. The State Water Resources Control Board (Division of Drinking Water Programs) is in the process of mapping service area boundaries of all public water supply systems, but not the actual locations of public wells and surface water intakes. Every effort will be made to notify public water systems of the location of a failing OWTS if it is determined to be within setback requirements.

4.0 Regional Water Board Functions and Duties

A response from local agency is not required.

5.0 State Water Board Functions and Duties

A response from local agency is not required.

6.0 Coverage for Properly Operating Existing OWTS

A response from local agency is not required.

7.0 Minimum Site Evaluation and Siting Standards

A response from local agency is not required.

8.0 OWTS Owner Responsibilities and Duties

A response from local agency is not required.

9.0 Tier 2-Local Agency OWTS Management Program

This Tier 2 LAMP establishes minimum standards that provide an alternative from Tier 1 (Sections 7 and 8 of the OWTS Policy) to achieve the same policy purpose of protecting water quality and public health.

9.1 Considerations for LAMP

- The issues enumerated in the following subsections 9.1.1-12 are intended to demonstrate the County's efforts to address potential water quality impacts in relation to OWTS distribution and the focus to address the water quality assessment program (9.3.2) requirements in areas with the specific characteristics and/or conditions listed in this section.
- Differing system design requirements are discussed in the accompanying OWTS Manual Section 9 (Criteria for Standard OWTS), 11 (Criteria for Commercial OWTS), Section 12 (Criteria for Non-Standard Experimental OWTS), and Section 13 (Criteria for Non-Standard Alternative OWTS).
- Differing siting controls such as system density and setback requirements. For the creation of new parcels, the Sonoma County Code Section 25-17 requires a minimum lot size of 1 1/2 acres where an OWTS and a private water supply system are necessary or 1 acre where the OWTS is necessary but water is available from an approved public water system. In either case, there shall be sufficient area on the parcel to accommodate an OWTS for a typical three (3) bedroom house plus an unencumbered 200% reserve replacement area.
- Setback requirements for new development on existing parcels are discussed in the accompanying OWTS Manual Section 7 (Site Evaluation Methods and Investigation Requirements). Setback requirements for repair and replacement OWTS on existing non-conforming occupied (within previous 5 years) parcels are discussed in the accompanying OWTS Manual Section 5 (OWTS Abatements and Abandonments) and Section 6 (OWTS B-Build Clearance Requirements).
- Requirements for owners to enter monitoring and maintenance agreements. Discussion of this requirement is found in the accompanying OWTS Manual Section 14 (Non-Standard and/or Commercial OWTS Operational Permit and Monitoring).
- Creation of onsite management district or zone. The Sea Ranch HOA and the Odd Fellows HOA are the only recognized onsite management districts in the county at this time. It is possible that with the Russian River TMDL Implementation Plan, additional districts or zones may be created and will be addressed in the APMP as an addendum to this LAMP.

9.1.1 Degree of vulnerability to pollution due to Hydrogeological conditions within your jurisdiction

Soil and groundwater conditions are assessed for new, replacement, and repair OWTS during plan review and that information obtained during these assessments is used to identify hydrogeologically vulnerable areas. In addition to the water quality assessment program monitoring discussed in further detail in Section 9.3.2, Permit Authority may occasionally sample Non-Standard OWTS performance wells for total coliform and fecal coliform bacteria and nitrates as indicators of the degree of treatment and function of Non-Standard OWTS. If evidence indicates a hydro-geologically vulnerable area, the LAMP will be updated based on

the data collected during the five (5) years between LAMP assessment reports. OWTS Manual Chapter 14 (Non-Standard and/or Commercial OWTS Operational Permit and Monitoring)

9.1.2 High Quality Waters and Other Environmental Concern

Minimum parcel sizes for new parcels are dictated by Sonoma County Code Section 25-17. The minimum lot size is one and one-half (1 ½) acres where an OWTS and an individual water supply system is necessary. The minimum lot size is one (1) acre where an OWTS is necessary but water is available from an approved public water supply system.

Existing geographic areas with existing higher densities that predate current code requirements are considered as Tier 3 and will remain as such until or unless a failure is documented, in which case the system will be repaired per the requirements of Tier 2 or Tier 3, as applicable. All OWTS within the geographic boundary of an APMP are by definition in Tier 3.

The primary measure for protection of surface water quality is the establishment of safe horizontal setback buffers between OWTS components (septic tanks and dispersal field) and various water and landscape features. They address setbacks to springs, perennially and intermittent flowing streams, ephemeral drainage ways, ocean, lakes, ponds, wetlands, vernal pools, cut banks natural bluffs and sharp changes in slope. OWTS Manual Table 2.c Setback Requirements.

9.1.3 Shallow Soils Requiring a Dispersal System that is closer than is Standard

The Sonoma County OWTS Manual requires a Qualified Consultant perform site evaluations. If shallow soils are found, a Non-Standard Alternative OWTS shall be designed and installed in accordance with the OWTS Manual technical standards. These standards require a conventional OWTS to have a minimum of 12" of soil cover. If unable to provide a minimum of 12" of soil cover over a conventional OWTS dispersal field due to shallow soil depth and still provide 36" minimum suitable soil depth below trench bottom, a Non-Standards Alternative OWTS is required. OWTS Manual Sections 9 (Criteria for Standard OWTS), 12 (Criteria for Non-Standard Experimental OWTS) and 13 (Criteria for Non-Standard Alternative OWTS).

9.1.4 High Domestic Well Usage

Domestic wells are used widely in Sonoma County in conjunction with rural development that also utilizes OWTS. Measures to assure protection of existing and new domestic water supply wells from the effects of OWTS include minimum horizontal setback distances between OWTS and any well and alternative treatment and dispersal technologies to mitigate documented or potential impacts to groundwater in areas of high domestic well usage. Sonoma County is in the process of GPS mapping all new well location sites. If a pattern of areas with high domestic well usage develops, consideration will be given to further study

those areas relative potential pathogen transport toward receptor wells. Considerations would include the incidence of OWTS failure (Abatement Repairs), potential for failure (Voluntary Repairs and Building Permit Upgrade Permits) and replacement OWTS. Water quality sampling of domestic wells currently is not required, except after development of a new well (not useful as wells are chlorinated during this phase) and typically during real estate transactions (not public record). Unless domestic well sampling is mandated by the County Board of Supervisors through new legislation, is a condition of a Use Permit, or is done on a voluntary basis, this is not an option available at this time.

9.1.5 Fractured Bedrock

The Sonoma County OWTS regulations and technical standards require a qualified professional (registered geologist, soil scientist, registered civil engineer or registered environmental health specialist) to perform site evaluations. A minimum of three (3) feet of acceptable soil between the dispersal area and the fractured bedrock is required for a conventional Standard OWTS and a minimum of two (2) feet of acceptable soil between the dispersal area and the fractured bedrock is required for the design of any Non-Standard Experimental or Alternative OWTS. If shallow soils are found due to fractured bedrock, a Non-Standard Alternative OWTS shall be designed and installed in accordance with the Sonoma County OWTS Manual regulations and technical standards. A pretreatment unit or above grade sand filter is equivalent to one foot of soil, is considered a Non-Standard OWTS and is subject to our Operational Permit program. OWTS Manual Sections 7 (Site Evaluation Methods and Investigation Requirements), 9 (Criteria for Standard OWTS), 12 (Criteria for Non-Standard Experimental OWTS) and 13 (Criteria for Non-Standard Alternative OWTS).

9.1.6 Poorly Drained Soils

The Sonoma County OWTS regulations and technical standards require a qualified professional (registered geologist, soil scientist, registered civil engineer or registered environmental health specialist) to perform site evaluations. If poorly drained soils are found due to seasonal elevated groundwater, a Non-Standard Alternative OWTS shall be designed and installed in accordance with the Sonoma County OWTS Manual regulations and technical standards. A minimum of three (3) feet of acceptable soil between the dispersal area and depth to groundwater is required for a conventional Standard OWTS and a minimum of two (2) feet of acceptable soil between the dispersal area and the depth to groundwater is required for the design of any Non-Standard Experimental or Alternative OWTS. A pretreatment unit or above grade sand filter is equivalent to one foot of soil, is considered a Non-Standard OWTS and is subject to our Operational Permit program. OWTS Manual Sections 7 (Site Evaluation and Investigation Requirements), 9 (Criteria for Standard OWTS), 12 (Criteria for Non-Standard Experimental OWTS) and 13 (Criteria for Non-Standard Alternative OWTS).

9.1.7 Vulnerable Surface Water

Sonoma County requires a 100 foot setback to any perennial or intermittent water course, lake or pond, 50 feet from ephemeral streams or waterbodies (as measured from the edge of the water course or water body, and a 200 foot setback to any surface water supply watershed reservoir and a 400 foot setback if the OWTS is located less than 1,200 feet to a public water system surface water intake. OWTS Manual Section 4.2.C.12, Section 7.2 (General Site Criteria) and Table 7.2c (Setback Requirements).

9.1.8 Impaired Water Bodies

Sonoma Creek is subject to a previously approved TMDL Implementation Plan, established prior to the adoption of the OWTS Policy. Identified areas within the Russian River Watershed subject to the TMDL Pathogen Reduction Implementation Plan will be addressed in a separate Advanced Protection Management Program (APMP) as an addendum (Part 3) and upgrade of this LAMP from Tier 2 to Tier 3 authorization. In addition, Campbell Cove (FIB); Estero Americano Estuary and Americano Creek & Estuary (Nutrients); Stemple Creek (Nutrients); Laguna de Santa Rosa (Nutrients), Petaluma River and Petaluma River tidal portion (pathogens and nutrients) are listed on the State Water Board Staff Proposed 2012 California Integrated Report.

9.1.9 OWTS Located in an Area of High Density OWTS

Nitrate has been identified as a chronic issue several areas of Sonoma County. The west Petaluma area and the Canon Manor area of Cotati have exhibited elevated nitrate levels in groundwater. Canon Manor is subject to a mandatory sewer and water connection requirement.

Although the nitrate contamination issue in the west Petaluma area can be traced primarily to historical poultry farming practices, it is recognized that the density of housing, volume of discharge and depth of OWTS dispersal fields may contribute to the levels of nitrate found in groundwater. All lots in this designated west Petaluma area are subject to wet weather percolation testing, groundwater determinations and in most instances installation of an interceptor drain. In addition, 100 foot well seals are required. OWTS Manual Section 18 (Variance Prohibition and Special Standards Areas).

Areas of high density OWTS have been identified previously, either through County Variance Prohibition Areas presented in OWTS Manual Section 18 and/or in the Russian River TMDL implementation plan. (OWTS Manual Section 18).

Also, refer to Section 9.2.8 Regional Salt and Nutrient Management Plan.

9.1.10 Limits to Parcel Size

Minimum new parcel sizes are dictated by Sonoma County Code Section 25-17. Minimum lot size shall be one and one-half (1 ½) acres where individual OWTS and water supply systems are necessary, unless the size and shape of the site and surrounding parcels allow for a lesser

lot size. Minimum lot size shall be one (1) acre where individual OWTS are necessary but water is available from an approved public water system. There shall be sufficient area on the parcel to accommodate a private OWTS for a typical three (3) bedroom house plus unencumbered area to expand or replace the system by two hundred percent (200%). These parcel size restrictions do not exceed the allowable densities per subdivision of Tier 1, Section 7.8 of the OWTS Policy.

9.1.11 Areas with Multiple, Existing OWTS Predating Any Adopted Standards

Areas of high density OWTS have been identified previously, either through County Variance Prohibition Areas presented in OWTS Manual Section 18 and/or in the Russian River TMDL implementation plan. (OWTS Manual Section 18).

Older, non-conforming OWTS are common in several areas of the County. The highest concentration of these OWTS is in those communities in the lower Russian River Watershed. These communities include Jenner, Cazadero, Monte Rio, Camp Meeker, Guerneville, Rio Nido, Summer Home Park, Hacienda, Mirabel, and Fitch Mountain near Healdsburg. These communities are likely to be identified as High Priority Areas in the Russian River Watershed Pathogens TMDL. Many of these properties were originally developed for seasonal/recreational cabins and have converted over the years to year-round residences. Many of the properties are very small (<1/2 acre in size), with OWTS constructed prior to the modern codes. Some systems consist of cesspools, and repairs/replacement systems tend to be very challenging. Non-conformance with adopted setback requirements (e.g. from structures, water features, cut banks and sharp changes in slope, etc.) are also common. OWTS Manual Sections 5 (OWTS Abatements and Abandonments) and 6, Table 6, (Requirements for Approval of Building Permits).

9.1.12 Areas with Multiple, Existing OWTS Within Prescriptive Tier 1 Setbacks

Aside from those areas identified in the Sonoma Creek and Russian River Watershed Pathogens TMDL, there are no other significant areas in Sonoma County with known multiple, higher density developments with existing OWTS that are within the prescriptive setbacks set forth in Section 7.5 of the OWTS Policy. Those that may exist are limited and dispersed throughout the County. The County has identified several areas with a concentration of OWTS that are subject to Variance Prohibitions due to other factors, such as low permeable or extremely permeable soils, known elevated groundwater tables, poor surface and/or subsurface drainage and/or nitrate contamination. OWTS Manual Section 18 (Variance Prohibition and Special Standards Areas).

9.2 Scope of Coverage, Permitting, Site Evaluation, Design, and Construction

The Sonoma County LAMP covers the following types of OWTS: residential and commercial domestic wastewater systems producing flows of 10,000 gallons per day or less; and high strength domestic wastewater from commercial food service buildings that do not exceed 900 mg/L BOD. In addition, in collaboration and coordination with RWQCB requirements, Permit Authority provides local permitting, design review, installation, and when applicable monitoring oversight of winery process wastewater subsurface dispersal systems. The OWTS Manual provides regulations/guidelines for the local site evaluation conducted by a qualified professional, siting, design, construction monitoring and maintenance requirements. OWTS Manual Sections 4 (Criteria for all OWTS), 7 (Site Evaluation Methods and Investigation Requirements), 9 (Criteria for Standard OWTS), 11 (Criteria for Commercial OWTS), 12 (Criteria for Non-Standard Experimental OWTS), 13 (Criteria for Non-Standard Alternative OWTS), and 14 (Non-Standard and/or Commercial OWTS Operational Permit and Monitoring).

9.2.1 Installation/Inspection Permits

Sonoma County requires an application and issuance of a valid permit to install, repair, replace, modify, destroy, or abandon any part of an OWTS. All new installations, including repairs, replacements and abandonments require a plan review, issued permit and construction inspection for final permit approval. Additionally, all new Commercial and Non-Standard Experimental and/or Alternative OWTS require annual operating permits and routine inspections by either the County and/or a service provider. OWTS Manual Sections 4.7 (OWTS Permit Applications), 4.12 (Construction Inspections), and 14 (Non-Standard and/or Commercial OWTS Operational Permit and Monitoring).

9.2.2 Special Provisions for OWTS near Impaired Water Bodies

In 2006, the San Francisco RWQCB and the State Water Resources Control Board adopted an amendment to the Water Quality Control Plan (Basin Plan for the San Francisco Bay region to establish a Sonoma Creek Watershed Pathogen Total Maximum Daily Load (TMDL) and Implementation Plan. The adopted TMDL designated Sonoma County, specifically the Permit and Resource Management Department (PRMD) as the responsible party for implementing actions related to OWTS and required a plan and implementation schedule be submitted to the RWQCB by January 2011. This plan was submitted on November 5, 2010.

In 2015, the North Coast RWQCB and the State Water Resources Control Board proposed the adoption of an amendment to the Water Quality Control Plan (Basin Plan for the North Coast region to establish a Russian River Watershed Pathogen Total Maximum Daily Load (TMDL) and Implementation Plan. The County anticipates that it will prepare and submit an addendum to this LAMP (Part 3) to address OWTS in the identified impacted areas.

9.2.3 Variance Process

The LAMP recognizes that not all new, replacement and repair OWTS will be able to meet minimum required setbacks, soil depth, groundwater separation, and/or additional minimum requirements and has therefore provided for a process for the evaluation and approval of variance requests. The variance process will not authorize any of the prohibited items in Section 9.4 of the OWTS Policy. Revised OWTS Manual section 4.2 and 4.3 clarify this concern. OWTS Manual Section 4.2 (Prohibitions), 4.3 (Mitigations to Prohibitions) and 4.13.L; OWTS Manual Section 17 (Variance Requirements).

9.2.4 Educational, Training, Certification, Licensing Requirements

The OWTS Manual provides minimum educational, training, certification, and/or licensing requirements that are required for OWTS Site Evaluators, Designers, Installers, Service Providers, Pumpers, and any other person relating to OWTS activities. Site evaluator requirements are limited to Registered Civil Engineer (RCE), Registered Environmental Health Specialist (REHS), or Registered Geologist (RG). Designer requirements for commercial/institutional OWTS, Experimental or Alternate Non-Standard OWTS, and repair/replacement OWTS with limited site conditions, ability to maintain minimum regulatory setbacks, variance prohibition areas, sites with limited reserve replacement area, steep topography, and variance requirement are limited to RCE or REHS. C-42 and General Engineering Contractors may design standard OWTS, including standard OWTS with pumps. A homeowner may design a standard OWTS without a pump. Installer requirements include CA C-42 (Sanitation System Contractor), C-36 (Plumbing Contractor), CA Class A (General Engineering Contractor), CA Class B (General Building Contractor) and Homeowners. Septic tank pumpers are required to be licensed and regulated by the Department of Health Services in accordance with Sonoma County Code 24-43-45. Service Providers include RCE, REHS or any person who is licensed as a certified OWTS inspector or other equivalent license by passing a state or nationally accredited test. OWTS Manual 4.4 (OWTS Designer by System Type), 6.1 (Building Permit / OWTS Clearance Procedure), 7.1 (Site Evaluations), 11 (Criteria for Commercial OWTS), 12 (Criteria for Non-Standard Experimental OWTS), 13 (Criteria for Non-Standard Alternative OWTS), 14 (Non-Standard and/or Commercial OWTS Operational Permit and Monitoring).

9.2.5 Education and Outreach Program

The primary method of education and outreach is by direct interaction between Permit Authority staff and the public. Permit Authority staff routinely receives and responds to phone calls and office visits by private property owners, consultants and contractors with questions about the regulations and/or the permit process. Documents, links, reports, frequently asked questions, etc., are available on the Permit Sonoma website. In addition, the Land Use Advisory Panel (LUAP) provides a forum for industry representatives (consultants, contractors, real estate community) to meet and discuss existing and proposed regulations

and policy and procedure issues with Permit Authority staff. LUAP meets regularly with Permit Authority staff.

The LAMP provides for an education and outreach program including informational materials to inform OWTS owners of standard and non-standard systems about how to locate, operate and maintain their OWTS. In addition, the County hosts a yearly one day educational outreach program to owners of non-standard OWTS.

9.2.6 Septage Volumes and Disposal Locations

Septage receiving facilities for septage generated from within Sonoma County are available at East Bay MUD in Oakland and to a lesser extent, the Laguna Subregional Wastewater Treatment Facility in Santa Rosa. The County of Sonoma Department of Health Services (DHS), Environmental Health and Safety (EH&S) section, is the responsible agency for licensing of septic tank pumpers and haulers. Each permittee must submit pumping reports to the DHS-EH&S by the 10th of each month. The report must list the previous month's pumping activities, including the date of the pumping event, name of the client, address of the pumping event, gallonage of septic tank pumped, disposal site, and disposal date.

9.2.7 On-Site Maintenance Districts or Zones

In 1987, the Sonoma County Board of Supervisors formed Zone 2 under the jurisdiction of County Service Area #41. In accord with a 1989 agreement with the county, the Sea Ranch Association operates the Zone subject to the control and supervision of Sonoma County PRMD. The Permit Authority is responsible for the pre-percolation site evaluation, percolation test and groundwater determination, issuance of OWTS permit and approval of final OWTS installation. The local Zone staff monitors the OWTS operation on a regular schedule.

In addition, on October 26, 1998, Sonoma County adopted a Negative Declaration in support of the Odd Fellows Recreation Club Use Permit UPE 98-0126 for a community OWTS. Condition 16 of UPE 98-0126 requires the following: The community OWTS shall be operated, monitored, and in compliance as specified in the annual Operational Permit issued by the Well and Septic Section of the PRMD (OPR98-3072) and the Waste Discharge Requirements and Monitoring, Reporting and Notification Program of the North Coast RWQCB (Order 98-125).

Should a proposal be submitted in the future for any onsite maintenance district and/or community type wastewater solution in a particular area, feasibility studies would have to include, as project alternatives, consideration of such formation in accordance with the provisions of California Health and Safety Code Sections 6950-6982.

9.2.8 Regional Salt and Nutrient Management Plans

The purpose of the Salt and Nutrient Management Plan (SNMP) is to promote local sustainable water sources and manager salts and nutrients to ensure water quality objectives are met and beneficial uses of groundwater are protected. Forty-seven (47) wells are currently

monitored under the authority of the September 2013 Sonoma Valley SNMP Groundwater Monitoring Plan.

9.2.9 Coordination with Watershed Management Groups

The Watershed Advisor collaborates with landowners, watershed planning groups, and resource agencies to develop and implement scientifically sound watershed management plans and policies. In addition to local, state and federal agencies and organizations, partners include 5 Resource Conservation Districts, 4 Land Trusts, and 13 Watershed Groups. The Sonoma County General Plan Water Resources Element Objective WR-1.1 reads: “Work with the Regional Water Quality Control Boards (RWQCB) and interested parties in the development and implementation of RWQCB requirements.”

9.2.10 Evaluation of Proximity of Sewer Systems

The OWTS Manual provides procedures for evaluating the proximity of public sewer systems to new or replacement OWTS installations. Sewer district boundaries are mapped and if a property is close to a boundary, staff will consult with the district prior to the issuance of any permits. Parcels within a designated service area and where the public sewer is available will not be allowed or issued a new or replacement OWTS permit. (OWTS Manual Section 2 (Sewer Connection Required)).

9.2.11 Public Water System Notification within Prescribed Setbacks

The Permit Authority will coordinate with the California Department of Health Services and CAL EPA, Drinking Water Division, to identify all parcels having public water supply systems. Permit Authority staff will notify the owner of a public water system prior to issuing an installation permit for any new, replacement, or repair OWTS in such cases that the OWTS is: within 1,200 feet of an intake point for a surface water treatment plant for drinking water, within the drainage area catchment in which the intake point is located, located such that it may impact water quality at the intake point such as upstream of the intake point for a flowing water body, or within the 150 feet horizontal sanitary setback from a public well.

9.2.12 Policies and Procedures when OWTS within Public Water System Setbacks

The LAMP outlines policies and procedures to be followed when a proposed OWTS dispersal area is within the horizontal sanitary setbacks of a public well or a surface water intake point. These policies and procedures establish best available technology and siting practices to mitigate the potential adverse impact to the public water source. OWTS Manual Section 4.2 (Prohibitions), 4.3 (Mitigations to Prohibitions), 13 (Criteria for Non-Standard Alternative OWTS) and Table 7.2c (Setback Requirements).

9.2.13 Cesspool Usage

Cesspools are not permitted in Sonoma County and any cesspool discovered shall be properly abandoned and a repair or replacement OWTS installed as soon as practicable. Cesspools come to the attention of the local agency in response to complaints, voluntary and abatement repair permit applications and/or in response to requests for building permit clearance requests. OWTS Manual Sections 4.2 (Prohibitions), 5 (OWTS Abatements and Abandonments), and 6 (OWTS Requirements for Approval of Building Permits).

9.3 Local Agency Management Responsibilities

The following describe the provisions contained in the OWTS Manual and with the required minimum responsibilities set forth in the SWRCB OWTS Policy.

9.3.1 Variances

OWTS that are granted either an administrative or formal variance in conjunction with an issued permit are captured in the County's permitting database. Information on the number, location and description of permits can be queried in a report as needed for the required OWTS Policy 9.3.3 Annual Report. OWTS Manual Section 17 (Variance Requirements).

9.3.2 Water Quality Assessment Program

The GIS OWTS layer will be used to capture the location of OWTS for which a variance was granted and for which a repair was installed.

There are several ways in which failures are identified. In some instances a property owner will work with a contractor who in turn works with the County on a replacement permit or a repair permit.

In other instances, a complaint is received about a possible failing OWTS and the complaint is logged into the Permit Authority's. Upon receipt of a complaint, an investigation is conducted. Based on the outcome of the investigation, either a replacement permit or a repair permit may be required.

Frequently an OWTS is upgraded by expansion, replacement or relocation of an existing substandard OWTS because of a proposed major change to the existing structure. OWTS Manual Section 6 (OWTS Requirements for Approval of Building Permits).

All Non-Standard and Commercial OWTS subject to the Operational Permit requirements are inspected either by a service provider or Permit Authority staff (or both). Inspection report key fields will be used to identify failing systems. In addition, authority for periodic sampling of performance wells is available. OWTS Manual Section 14 (Non-Standard and/or Commercial OWTS Operational Permit and Monitoring).

Ideally, the State will make compilation of data from other sources (drinking water program, GeoTracker, GAMA, etc.) available in a useful format for local agencies to include in their LAMP as part of surveillance and water quality assessment activities.

The information required for this Section (9.3.2- 9.3.2.9) will be evaluated during the 5 years between LAMP assessment reports (Section 9.3.3). Any trends identified will be used to modify the LAMP if determined necessary for future program improvements and changes.

9.3.2.1 Domestic Well Sampling

Fecal coliform and nitrate testing is not required for the continued use of existing wells.

9.3.2.2 Real Estate Transfer Sampling

Information on well sampling for routine real estate transactions is not captured at this time and there are no plans to require this in the future.

9.3.2.3 Public Water System Sampling

There are 410 public water supply systems that rely on wells and 12 public water systems that rely on surface water that are regulated by the CA EPA Drinking Water Branch. In addition there are 61 State Small Water Systems that are overseen by the County Department of Health Services, Environmental Health Section. Results of monitoring of the raw water for nitrates and fecal coliform will be accessed and evaluated as a component of the water quality assessment program.

9.3.2.4 New Well Development Sampling

Fecal coliform and nitrate testing is not required prior to the development of new domestic wells.

9.3.2.5 Beach Water Quality Testing Data

Sonoma County Department of Health Services collects samples and tests for total coliform, fecal coliform, and enterococcus on a weekly basis between April 1 and October 31 at seven (7) ocean beaches. In addition, the Department of Health Services collects samples and tests for total coliform and fecal coliform on a weekly basis at nine (9) Russian River beaches.

9.3.2.6 NPDES Permit Receiving Water Sampling

The cooperative NPDES permit for the City of Santa Rosa, County of Sonoma, and the Sonoma County Water Agency (SCWA) includes unincorporated areas near the cities of Santa Rosa, Healdsburg, Windsor, Sebastopol, Rohnert Park, and Cotati. Another NPDES municipal permit program has been established for the Petaluma and Sonoma areas in the south part of the County. The Permit Authority will continue to work with the County Department of Transportation and Public Works (DTPW) and the Sonoma County Water Agency (SCWA) in the area of overall water quality monitoring.

9.3.2.7 California Water Quality Assessment Database

The California Integrated Water Quality Assessment (CIWQS) database monitoring and sampling results for pathogens and nitrates is available for preparation of the Section 9.3.3 Five Year Water Quality Assessment Report. Available data generated at monitoring stations

will be evaluated, to the extent possible, in relation to the proximity, type and density of OWTS, complaints, repair and replacement OWTS, variances, and soil types.

9.3.2.8 Waste Discharge Requirements Groundwater Sampling

This Section references groundwater monitoring as part of WDRs. This information is not available online as there is no requirement in place at this time for the data to be uploaded to the CIWQS data base. The monitoring data for WDR facilities may be required to be uploaded to CIWQS in the future but at this time, to access the monitoring data requires a file review request to the respective RWQCB. Available data generated at monitoring stations will be evaluated, to the extent possible, in relation to the proximity, type and density of OWTS, complaints, repair and replacement OWTS, variances, and soil types.

9.3.2.9 Groundwater Ambient Monitoring and Assessment Program Groundwater Data

Data collected as part of the GAMA program will be included in the Section 9.3.3 Five Year Water Quality Assessment Report.

9.3.3 Annual Report

No later than February 1st of each year, County will submit to the NCRWQCB, with a copy to the SFBRWQCB, a report in tabular, spreadsheet form summarizing the status of the following items:

1. The number and location of complaints pertaining to OWTS and how the complaints were resolved; OWTS Manual Section 5.1 (Abatements).
2. Applications and registrations issued as part of the County septic tank cleaning registration (pumper truck) program pursuant to Section 117400 et.seq. of the California Health and Safety Code.
3. The number location, and description of permits issued for new and replacement OWTS and under which tier the permit was issued; OWTS Manual Sections 4 (Criteria for all OWTS) and 6 (OWTS Requirements for Approval of Building Permits).
4. Number, location, and description of permits issued for OWTS where a Variance Request is granted; OWTS Manual Section 17 (Variance Requirements).
5. Results of the Water Quality Assessment Program. Refer to Section 9.3.2.

Five Year Water Quality Assessment Report. Every five (5) years the annual report to the RWQCB will be accompanied by a Water Quality Assessment Evaluation Report that summarizes the information and findings from the County's Water Quality Assessment Program (9.3.2). The report will provide an assessment of any evidence of water quality impacts from OWTS along with any recommended changes to the LAMP to address the identified impacts.

The RWQCB is expecting to issue a guidance document on how this information should be gathered and organized for submittal. Upon receipt of such guidance, this Section of the LAMP will be updated to include specifics identified. Any water quality data generated by the County from monitoring activities will be submitted in an electronic format as required.

9.4 Prohibitions

The following describe the provisions contained in the OWTS Manual with the required prohibitions set forth in the SWRCB OWTS Policy. OWTS Manual Section 4.2 (Prohibitions) and 17 (Variance Requirements).

9.4.1 Cesspools

Cesspools are not permitted in Sonoma County and any cesspool discovered shall be properly abandoned and a repair or replacement system installed as soon as practicable.

9.4.2 OWTS Over 10,000 GPD Capacity

If the volume of wastewater produced is 10,000 GPD or more, or where a community system serving multiple discharges under separate ownership is proposed, the method of treatment and dispersal must be approved by either the San Francisco Bay RWQCB or the North Coast RWQCB, as applicable.

9.4.3 OWTS with Surface Discharge

Surface discharge of wastewater from an OWTS is not authorized by definition (OWTS Policy) and with the exception of package treatment plants. Package treatment plants include systems that use wastewater in a manner subject to Title 22 wastewater reclamation standards and/or any treatment unit other than a septic tank which processes more than 1,500 gpd and which is of a degree of complexity that a certified wastewater treatment plant operator or certified service provider is required.

OWTS Manual section 4.2.C.3 prohibits effluent disposal on or above the ground surface.

9.4.4 OWTS on Steep Slopes

Installation of a standard OWTS dispersal field and subsurface drip dispersal OWTS on slopes greater than 30% without a slope stability report is prohibited (see OWTS Manual section 4.2.C.4). Installation of a non-standard Mound on slopes greater than 20% is prohibited. At-Grade, Filled Land or a Shallow-in-Ground OWTS dispersal field on slopes greater than 25% are prohibited. However, a variance request for OWTS dispersal fields on slopes greater than indicated may be approved if appropriate measures are incorporated into the design of the dispersal field. An assessment and report by a Registered Geologist shall be required to address slope stability, drainage and other geotechnical factors affecting the operation and/or impacts from the construction and use of the proposed OWTS.

9.4.5 Sizing Reductions for IAPMO Certified Dispersal Systems

The use of chamber designs for dispersal fields are subject to the sizing restrictions in the OWTS Manual. No reduction in sizing of the dispersal field when using chamber systems will be approved.

9.4.6 Supplemental Treatment without Monitoring and Inspection

Supplemental treatment without required self-monitoring and routine county inspection is not allowed. All OWTS with supplemental pretreatment require annual permitting and monitoring as well as inspection by either a service provider and/or the County.

9.4.7 RV Holding Tanks

The OWTS Manual defines domestic wastewater to include only incidental RV holding tank dumping but does not include wastewater consisting of a significant portion of RV holding tank wastewater such as an RV dump station.

9.4.8 Separation to Groundwater

The absolute minimum amount of native soil allowed for installation of a Standard OWTS is three (3) feet between the dispersal and the limiting layer including groundwater. The absolute minimum amount of native soil allowed for installation of a Non-Standard Experimental or Alternative OWTS is two (2) feet between the dispersal and the limiting layer including groundwater.

The LAMP program does not allow dispersal pits unless there is a separation to groundwater of 10 feet or more. Please see OWTS Manual section 4.2.C.8 and 9 for clarification.

9.4.9 Installations Near Existing Sewer Systems

Connection to a public sewer is required for all new proposed lots, existing structure additions that propose to generate additional wastewater and/or repairs to existing OWTS that do not meet the standards for new development if sewer is available. Sewer is considered available if within 200 feet (300 feet for some local sanitation districts) of the existing structure. OWTS Manual section 2.0 (Sewer Connection Required).

9.4.10 Public Water System Minimum Setbacks

Minimum setbacks as specified in OWTS Policy Sections 9.4.10.1 – 9.4.1.10.5 were recrafted as prohibitions in OWTS Manual section 4.2.C.11.

9.4.11 Replacement OWTS, Public Water System Minimum Setbacks, and Supplemental Treatment

For replacement OWTS unable to meet the horizontal setback requirements of 9.4.10.1 – 9.4.10.5, the replacement dispersal field shall meet the setback requirements to the greatest

extent practicable and shall incorporate supplemental pretreatment and other measures, as appropriate, unless there is no evidence of an existing or potential threat or impact to the public water source by the OWTS based on topography, soil depth and composition, and groundwater conditions. In no case shall a repair OWTS be installed any closer than the existing OWTS to a public water supply well or public surface water intake point.

9.4.12 New OWTS, Public Water System Minimum Setbacks, and Supplemental Treatment

For new OWTS on parcels created prior to the effective date of the LAMP that are unable to meet the horizontal setback requirements of OWTS Policy 9.4.10.1 through 9.4.10.5, the new dispersal field shall meet the setback requirements to the greatest extent possible and shall utilize supplemental treatment (OWTS Manual 4.3.D.2).

9.5 Technical Support of LAMP

The LAMP including all technical documents includes adequate detail to support how all the criteria in this local program work to protect water quality and public health. **OWTS Manual (All Sections).**

9.6 RWQCB Review of LAMP Tier 2 Requirements

The RWQCB will generally consider past performance of local programs to protect water quality based on reviews of annual status and evaluation reports. Should deficiencies be identified, the County and the RWQCB will work together to make programmatic improvements. The *OWTS Manual* is primarily a reformatted version of existing County regulations and standards to comply with the OWTS Policy Tier 2 Local Area Management Program (LAMP) requirements. The purpose of this document is to allow continuing Permit Authority authorization for oversight of OWTS countywide.

The main changes include the following:

- Section 1.3 Limitations: Maximum daily flow volume of OWTS subject to County oversight, increased from 1,500 gallons per day (gpd) to 10,000 gpd
- Section 3 Definitions: Several definitions added and or revised to correspond with relevant Building and Planning Division definitions
- Section 4 Criteria for all OWTS: More explicit language on prohibitions, the type of permits required and who can design systems has been clarified
- Section 5 OWTS Abatements and Abandonments: Much of the repair work related to building permits has been removed from section 5 and placed into section 6
- Section 6: OWTS Requirements for Approval of Building Permits: Revisions/clarification of OWTS requirements and restrictions as they relate to Building Permit approvals to replace previous Remodel Policy
- Section 8.6 Criteria for OWTS Components: New requirements for Intercept Drains
- Section 9.4 Criteria for Standard OWTS: Shallow Trench Pressure Distribution Systems (STPD) that meet the site and soil criteria for a standard system are not subject to the Operational Permit requirement

- New Section 10 Criteria for Water Reuse-Graywater
- Section 11.2 Criteria for Commercial OWTS: New requirements for Winery OWTS
- Section 11.4 Criteria for Commercial OWTS: New requirements for Flow Equalization
- Section 12.4 Criteria for Non-Standard Experimental OWTS: Addition of Bottomless Sand Filters (beyond existing geographical waiver restrictions) and Gravel-less Pressurized Dispersal Channel (GPDC) as new Experimental OWTS
- Section 13 Criteria for Non-Standard Alternative OWTS: Shallow In Ground (SIG) OWTS and Subsurface Drip Dispersal OWTS moved from Non-Standard Experimental to Alternative OWTS status. New standards for Subsurface Drip Dispersal OWTS
- Section 14 Non-Standard and/or Commercial OWTS Operational Permit and Monitoring: .New Service Provider requirements
- Section 17 Variance Requirements: New criteria for variance requests and approvals

10.0 Tier 3-Impaired Areas

10.0 Advanced Protection Management Program

Tier 3 requires that OWTS in impaired areas that are listed in the OWTS Policy Attachment 2, be subject to a higher standard than Tier 2. The higher standards are called special provisions which are embodied in an Advanced Protection Management Program (APMP). The OWTS Policy allows one of the following options:

- Special provisions consistent with a Total Maximum Daily Load (TMDL) implementation plan where a TMDL exists.
- Special provisions detailed in the LAMP.
- Special provisions contained in OWTS Policy Tier 3, Section 10.

The County proposes to use the first option for the only watershed currently subject to a TMDL implementation plan, Sonoma Creek watershed, and anticipates using the third option for all other areas in the county subject to Tier 3. Sonoma Creek watershed has an approved TMDL implementation plan and other water bodies are scheduled to have a TMDL implementation plan (Russian River, 2016 and Petaluma River, 2017) in the near future. The County proposes to be consistent with the Sonoma Creek TMDL and to use the provisions of Tier 3, Section 10 for the impaired areas within the County as defined in the OWTS Policy Attachment 2.

The Russian River TMDL implementation plan is projected to be completed in the summer or fall of 2016. This LAMP will be updated with special provisions and an APMP as soon as practical after the approval of the TMDL implementation plan. The County anticipates revisiting our efforts relative to the Sonoma Creek TMDL as the LAMP is re-drafted to provide a consistent county-wide approach within areas subject to a pathogen TMDL implementation plan. The same effort will occur upon approval of the Petaluma River TMDL implementation plan.

10.1 APMP Applicable Areas

The applicable area can be defined as either the land area covered by a TMDL implementation plan or defined in an approved LAMP. If not defined in either document, the applicable area shall be the land area within 600 linear feet from the natural or levied bank of the impaired water body per the OWTS Policy Attachment 2.

The County defines the Sonoma Creek land area as land that drains to Sonoma Creek and its tributaries. This land area is coincident with the land area defined in the Sonoma Creek Pathogen TMDL implementation plan.

The County does not propose to define additional land areas, however, those lands that are within 600 linear feet from the natural or levied bank of the impaired water bodies that are identified in Attachment 2, Table 5 (pathogens) and Table 6 (nitrogen) of the OWTS Policy, are subject to the provisions of Section 10 of the OWTS Policy.

10.2 APMP Requirements

On November 5, 2010, after the Sonoma Creek TMDL was adopted, the County documented the planned efforts to be consistent with the Sonoma Creek TMDL implementation plan in a letter to the San Francisco Regional Water Board. The County has implemented these efforts to date and proposes to continue with these efforts pending comments or direction from the SF RWB.

The County proposes to use the special provisions contained in Section 10 of the OWTS Policy for the impaired areas listed in Attachment 2 of the OWTS Policy.

10.8 Supplemental Treatment and Performance Requirements

Section 10.8 references new and replacement supplemental treatment for nitrogen impaired water bodies (Section 10.9) and supplemental treatment for pathogen impaired water bodies (Section 10.10). The county contains water bodies impaired for pathogens, nitrogen and both. Due to having pathogen and nitrogen impaired water bodies listed in Attachment 2, Table 5 and Table 6, this LAMP addresses compliance with Section 10.11 by enforcing Sections 10.9 and Section 10.10. Section 10.9 contains performance standards for percent removal of total nitrogen. Section 10.10 contains performance standards for total suspended solids and fecal coliform bacteria concentrations.

10.11 Supplemental Treatment Requirements for Pathogens and Nitrogen

The requirements for supplemental treatment are listed in Section 20 of the OWTS Manual which are consistent with Section 10.9 and Section 10.10 of the OWTS Policy.

10.13 Ongoing Monitoring

Monitoring requirements consistent with OWTS Policy Section 10.13 are embodied in Section 20 of the OWTS Manual.

10.14 Alarms

Alarm requirements consistent with OWTS Policy Section 10.14 are embodied in Section 20 of the OWTS Manual.

10.15 Inspections

Inspection and sampling requirements consistent with OWTS Policy Section 10.15 are embodied in Section 20 of the OWTS Manual.

11.0 Tier 4-OWTS Requiring Corrective Action

OWTS that require corrective action or are either presently failing or fail at any time while this Policy is in effect are automatically included in Tier 4 and must follow the requirements as specified. OWTS included in Tier 4 must continue to meet applicable requirements of Tier 2 or 3 pending completion of corrective action. OWTS Manual Section 4.9 (OWTS Permits Required).

Any OWTS that has pooling effluent, discharges wastewater to the surface, or has wastewater backed up into plumbing fixtures, because its dispersal system is no longer adequately percolating the wastewater is deemed to be failing, no longer meeting its primary purpose to protect public health, and requires either a replacement or repair permit, and as such the dispersal system must be replaced, repaired, or modified so as to return to proper function and comply with Tier 2 or 3 as appropriate. Pursuant to section 4.7 of the OWTS Policy, the RWQCB will implement any notifications and enforcement requirements for OWTS determined to be in Tier 3. The 2020 County General Plan, Water Resource Goals, Objectives, and Policies includes Policy WR-1m: Consider on-site wastewater management districts in areas with septic problems. (Section 11.1)

Any OWTS septic tank failure, such as a baffle failure or tank structural integrity failure such that either wastewater is exfiltrating or groundwater is infiltrating, is deemed to be failing, no longer meeting its primary purpose to protect public health, and requires major repair, and as such shall require the septic tank to be brought into compliance with the requirements of this LAMP per Tier 2 (Section 11.2 of OWTS Policy).

Any OWTS that has a failure of one of its components other than those covered by 11.1 and 11.2 above, such as a distribution box or broken piping connection, shall have that component repaired so as to return the OWTS to a proper functioning condition and return to Tier 2 or 3 as applicable (Section 11.3).

Any OWTS that has affected, or will affect groundwater or surface water to a degree that makes it unfit for drinking or other uses, or is causing a human health or other public nuisance condition shall be modified or upgraded so as to abate its impact (Section 11.4).

The Permit Authority may authorize new OWTS, replacement OWTS, or repairs that are in conformance with Tier 2 or 3, as applicable. If the owner of the OWTS is not able to comply with corrective action requirements of this Section, the RWQCB may authorize repairs that are in substantial conformance with Tier 3 or require the owner of the OWTS to submit a report of waste discharge for evaluation on a case-by-case basis. RWQCB's response to such reports of waste discharge may include, but is not limited to, enrollment in general waste discharge requirements, issuance of individual waste discharge requirements, or issuance of waiver of waste discharge requirements. (Section 11.5).

Owners of OWTS will address any corrective action requirement of Tier 4 as soon as is reasonably possible, and must comply with the time schedule of any corrective action notice received from the Permit Authority or the RWQCB to retain coverage under this Policy (Section 11.6).

Failure to meet the requirements of Tier 4 constitutes a failure to meet the conditions of the waiver of waste discharge requirements contained in this Policy, and is subject to further enforcement action (Section 11.7).



COUNTY OF SONOMA

ONSITE WASTEWATER TREATMENT SYSTEM REGULATIONS AND TECHNICAL STANDARDS

(OWTS MANUAL)

COUNTY OF SONOMA
May 22, 2018

Version 4.0

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Section 1 General

1.1 Purpose

- A. The *OWTS Manual* amends in its entirety the *Regulations for Onsite Sewage Dispersal in Sonoma County (November 2002 et seq.)* and is intended to establish conformity with standards for the permit approval, installation, and operation of OWTS within the County. Modifications to County OWTS standards are necessary to update, add and/or replace outdated County regulations and to comply with the State Water Resources Control Board (SWRCB) *OWTS Policy*. These standards are adopted to address the potential creation of health hazards and nuisance conditions, to protect the quality of surface water and groundwater in Sonoma County, and to meet provisions of **Tier 2 Local Area Management Program (LAMP)** requirements of the *OWTS Policy*.

1.2 Authority

- A. This *OWTS Manual* provides the regulatory requirements, policy, procedural and technical details for implementation of the Porter Cologne Water Quality Control Act (California Water Code Section 13000 et seq.), the SWRQB *OWTS Policy*, and applicable sections of Sonoma County Code Chapters 7 and 24. The California Water Code 13282 authorizes counties to adopt and enforce regulations, conditions, restrictions, and limitations regarding the dispersal of waste. The SWRQB *OWTS Policy* authorizes the Regional Water Quality Control Board (RWQCB) to approve a LAMP for the implementation of the OWTS Policy. The Sonoma County Code Chapter 24-31.5 authorizes the Director of the Permit and Resource Management Department (PRMD) to adopt and promulgate standards for OWTS.

1.3 Applicability

- A. These standards apply to OWTS, where there is a proposed or existing residence, a place of business or other building or place which people occupy, or where persons congregate, reside or are employed and where the maximum daily flow rate of wastewater produced is ten thousand gallons per day (10,000 gpd) or less.
- B. Additionally, review and approval by the RWQCB is required for OWTS in cases where:
 - 1. The maximum wastewater flow rate handled by the OWTS is more than 10,000 gallons per day;
 - 2. The OWTS is categorized as a community system;
 - 3. The OWTS receives high-strength wastewater, unless the waste stream is from a commercial food service building;

4. The OWTS receives wastewater from a commercial food service building: (1) with a BOD higher than 900 mg/L, or (2) that does not have a properly sized and functioning oil/grease interceptor;
5. The RWQCB asserts jurisdiction.

Section 2 Sewer Connection Required

- A. Installation of a new or replacement OWTS where public sewer is available is prohibited, except as follows:
 - 1. This provision does not apply to replacement OWTS where the connection fees and construction cost are greater than twice the total cost of the replacement OWTS and the local agency determines that the discharge from the OWTS will not affect groundwater or surface water to a degree that makes it unfit for drinking or other uses.

- B. Sewer is available if:
 - 1. The subject parcel is within a sanitation district boundary; and
 - 2. A public sewer is 200 feet, or the distance specified by the respective sanitation district, or less from the proposed or existing structure; or
 - 3. A lateral sewer connected to a public sewer is 200 feet, or the distance specified by the respective sanitation district, or less from the proposed or existing structure.

Section 3 Definitions

A-BLD means a building permit issued without plans and without formal plan review, although in some cases supporting documents (such as a floor plan or manufacturer's listing documents) may be required. It is not intended that an "A-BLD" permit be issued for any change in occupancy.

Absorption Area means the area(s) of the OWTS dispersal system where wastewater is distributed subsurface for the purposes of final treatment and dispersal. Absorption area is also known as leach field, drainfield or dispersal area.

Accessory Structure means a residential structure not greater than 3,000 square feet in floor area, and not over two stories in height, the use of which is customarily accessory to and incidental to that of the dwelling(s) and which is located on the same lot.

Addition means an increase in living area square footage to the primary residential dwelling or commercial structure and/or any and all accessory structure(s) either through an expansion of the footprint of the dwelling(s) or structure(s), a second floor addition, a basement addition or the conversion of non-habitable space to habitable or living area use. For the purpose of this policy, a new residential accessory structure will be considered an "Addition" to the primary residential dwelling.

Adjusting Valves are a device(s) used in OWTS to distribute wastewater in a balanced or even flow.

Administrative Authority. See Permitting Authority.

Advanced Treatment Unit means an approved measure that utilizes special designs and/or additional technology to treat the effluent to a much higher level than a conventional system. An approved Advanced Treatment Measure shall reduce BOD and Suspended Solids to less than 30 mg/L and provide at least 50% total nitrogen removal, as verified by an approved independent testing laboratory.

Advanced treatment Unit. See Pretreatment.

Alternative OWTS means an approved non-standard OWTS that has demonstrated in the non-standard Experimental phase to function in such a manner as to protect water quality and preclude health hazards and nuisance conditions, and is capable of producing an equal to or greater quality wastewater effluent and improved performance of and siting for effluent dispersal than a standard OWTS.

Bedrock means solid rock, which may have fractures, that lies beneath soils and other unconsolidated material. Bedrock may be exposed at the surface or have an overburden up to several hundred feet thick.

Bedroom means any living space in a dwelling unit or accessory structure which is 70 square feet or greater in size and which is located along an exterior wall, but not

including the following: hall, bathroom, kitchen, living room (maximum of one per dwelling unit), family room (maximum of one per dwelling unit), laundry room, closet/dressing room, opening off of a bedroom. Refer to **Appendix D** (PRMD Policy and Procedure Number 1-4-1, *Definition of Bedroom*) for further information.

B-BLD is a building permit for new additions, remodeling and/or new structures that requires construction plans and plan review. A “B-BLD” is any building permit that does not meet the definition of an “A-BLD” permit. (Section 6: OWTS Requirements for Approval of Building Permits)

Best Available System. See Class I Non-Conforming OWTS.

Best Practical System. See Class II Non-Conforming OWTS.

Bulk Density is the mass of dry soil per unit bulk volume, expressed in gm/cc. The bulk volume is determined before drying to a constant weight at a temperature of 105 degrees.

Cesspool is an excavation in the ground receiving domestic wastewater, designed to retain the organic matter and solids, while allowing the liquids to seep into the soil. Cesspools differ from seepage pits because cesspools systems do not have septic tanks and are not authorized under this Policy. The term cesspool does not include pit-privies and out-houses which are not regulated under this Policy.

Clay means mineral soil particles less than 0.002 millimeters in diameter. It is classified in the USDA Soils Classification Triangle as a soil material that is 40 percent or more clay, less than 45 percent sand, and less than 40 percent silt.

Clothes Washer Graywater System is a graywater system utilizing only a single domestic clothes washing machine in a one or two family dwelling that does not include a cross-connected potable water connection or a pump and does not affect other building, plumbing, electrical, or mechanical components including structural features, egress, fire-life safety, sanitation, potable water supply piping, or accessibility.

Coarse Fragments is rock or mineral particles greater than 2.0 mm in diameter.

Cobbles are rock fragments 76 mm or larger using the USDA soils classification system.

Code Compliant OWTS means a system that is in conformance with this OWTS Manual.

Commercial OWTS is OWTS on a parcel of land that produces a peak daily sewage flow of 1500 gallons per day or more of any wastewater strength or generates a wastewater of any quantity that meets the definition of a high strength wastewater. BOD concentrations up to 900 mg/L are allowed at commercial food service buildings that are equipped with a properly sized and functioning oil/grease separator.

Community System is a decentralized OWTS that serves multiple structures, multiple wastewater discharge sources and/or multiple parcels of land under separate ownership.

Complex Graywater System is a residential graywater system that discharges over 250 gallons per day.

Conditioned Space is any area, room or space in a building being heated exceeding 10 Btu/hr-ft² or cooled exceeding 5 Btu/hr-ft² directly or indirectly by any equipment or passive design feature for the comfort of occupants or for other reasons such as preserving temperature-sensitive goods.

Cumulative Effects are the persistent and/or increasing effect of individual OWTS resulting from the density of such discharges in relation to the assimilative capacity of the ground environment. Examples include salt or nitrate additions to groundwater, nutrient enrichment of surface water, and hydraulic interference with groundwater and between adjacent systems.

Cut Bank is a man-made excavation of the natural terrain in excess of three (3) feet. Cuts supported by retaining walls or similar structures shall be included within this definition, as shall steep natural ground surfaces where a sharp break in the ground slope is discernible.

Dispersal System means a leach field, seepage pit, mound, bottomless sand filter, subsurface drip, sand fill trench system for final wastewater treatment and subsurface discharge.

Domestic Wastewater means the type of wastewater normally discharged from, or similar to, that discharged from plumbing fixtures, appliances and other household dishwashing facilities and garbage disposals. Domestic wastewater may include wastewater from commercial buildings such as offices, retail stores and some restaurants. Domestic wastewater may include incidental RV holding tank dumping but does not include wastewater consisting of a significant portion of RV holding tank wastewater such as an RV dump station. Typical domestic wastewater will have a 30-day average concentration of biochemical oxygen demand (BOD) less than 300 milligrams per liter (mg/L) or total suspended solids (TSS) less than of 300 milligrams per liter (mg/L) prior to the septic tank or other OWTS treatment component. Domestic wastewater does not include high strength wastewater or wastewater from industrial processes.

Downslope Property Line is a property line down-gradient from the proposed OWTS.

Drainfield or Leach Field is a system of rock-filled trenches or beds or infiltration chambers that distribute treated sewage effluent for absorption into the soil.

Dual Drainfield is an effluent dispersal system consisting of two complete primary drainfields connected by an accessible diversion valve and intended for alternating use on an annual or semiannual basis.

Effective Drainfield Depth is the depth of drain rock below the bottom of the drainfield pipe.

Ephemeral Watercourse is a stream or reach of a stream that flows briefly only in response to precipitation in the immediate locality and whose channel is at all times higher than the water table. Any water course that does not meet this definition is to be considered a perennial or intermittent stream for the purposes of the chapter.

Existing Structure is one that has been in recent and continuous service. Any structure not in use within the previous five (5) consecutive years must meet the standards for a new on-site wastewater treatment system that would apply to a vacant lot. Proof of recent and continuous service means providing pertinent documentation that substantiates the use of the property during the period in question. These documents may include, but are not limited to receipts (e.g. PG&E, garbage, and water), business records, County or State licenses and permits, deeds, notarized affidavits and dated photographs. (Section 6: OWTS Requirements for Approval of Building Permits)

Existing Exterior Walls shall be measured at the exterior face of wall at the perimeter of the living area that is lawfully existing. (Section 6: OWTS Requirements for Approval of Building Permits)

Expansion Area. See Reserve Replacement Area.

Experimental OWTS means a non-standard OWTS deemed conditionally acceptable by the RWQCB, subject to increased performance monitoring and evaluation, prior to acceptance as an approved non-standard Alternative OWTS.

Field Clearance is a site visit required when PRMD's file information is not sufficient to show that the proposed work will not adversely impact the OWTS. A field clearance is more often needed when an older OWTS predates PRMD's record keeping system. In addition, when there is a lack of information on file for the OWTS, a site visit is necessary to verify that an approved OWTS exists on the property.

Findings Report is an analysis of the OWTS which includes review of PRMD septic file information and a visual inspection of an existing OWTS and/or well for the purpose of providing potential buyers or interested parties with information regarding a particular septic system or well. A Findings Report may be prepared by PRMD staff, an RCE or REHS. (Section 6: OWTS Requirements for Approval of Building Permits)

French Drain. See Intercept Drain.

Graywater is untreated household wastewater that has not come into contact with toilet waste. Graywater includes used water from bathtubs, showers, bathroom wash basins, and water from clothes washing machines and laundry tubs. It does not include wastewater from kitchen sinks, dishwashers or laundry water from soiled diapers.

Graywater System is a system designed to collect graywater and transport it out of the

structure for distribution in an irrigation or dispersal field. A graywater system may include tanks, valves, filters, pumps or other appurtenances along with piping and receiving landscape.

Groundwater is water located beneath the ground surface in soil pore spaces or in the fractures of lithologic formations. Groundwater may be present only seasonally (perched). A unit of rock or unconsolidated deposit is called an aquifer when it can yield a usable quantity of water.

Hardpan is an irreversibly hardened soil layer caused by the cementation of soil particles. The cementing agent may be silica, calcium carbonate, iron or organic matter.

Health Officer refers the Sonoma County Health Officer or his/her designated representatives, for purposes of implementation of these standards; the Director of PRMD is the delegated representative.

High Strength Wastewater means wastewater having a 30-day average concentration of biochemical oxygen demand (BOD) greater than 300 milligrams per liter (mg/L) or total suspended solids (TSS) greater than 330 milligrams per liter (mg/L) or a fats, oils, and grease (FOG) concentration greater than 100 mg/L prior to the septic tank or other OWTS treatment component. BOD concentrations above 900 mg/L at a commercial food service building require permitting through the Regional Board.

Holding Tank is a watertight receptacle used to collect and store wastewater prior to it being removed from a property by means of vacuum pumping and hauling. The use of holding tanks is authorized for limited circumstances, including, but not limited to, for the abatement of health hazards or for certain public use facilities.

Hydrometer Analysis is a test used to determine the grain size distribution of soils passing the No. 200 sieve.

Impaired water bodies are those surface water bodies or segments thereof that are identified on a list approved first by the State Water Board and then approved by US EPA pursuant to Section 303(d) of the Federal Clean Water Act.

Impermeable Soil Layer is any layer of soil having a percolation rate slower than 120 minutes per inch (mpi) at the bottom of the proposed dispersal area or a Zone 4 Soil Texture according to Figure 7.4 which has a high shrink swell potential (Plasticity Index of greater than 20, ASTM D 4318-84).

Incompatible Use is any activity or land uses that would preclude or damage an area for future use as an effluent dispersal site, including the construction of buildings, roads, or other permanent structures and activities that may result in the permanent compaction or removal of existing soil.

Interior Remodel is improvement to the interior of the structure with no removal and/or replacement of the structure.

Intermittent Stream is a stream that ceases to flow occasionally or seasonally because of evaporation and leakage. See Perennial Stream.

Intercept Drain is a trench filled with drain rock that is designed to intercept and divert ambient groundwater with surface discharge via piping to another location. Intercept drains are typically used to dewater areas upslope of a leach field or a foundation and lower the water table. Intercept drains are also known as French drain or curtain drain.

Leach Field. See Drainfield.

Legal Non-Conforming OWTS means an OWTS that was legally permitted, was in compliance with the septic laws, regulations or codes when permitted and has a septic tank and dispersal system.

Limiting Condition is the portion of the soil profile that because of percolation characteristics most restricts the successful operation of a drainfield. A limiting condition would include but not be limited to impermeable soil, semi-permeable soil, expansive clay, fractured rock, consolidated rock, excessive rock content and perched or seasonal elevated groundwater conditions.

Linear Loading Rate is defined as the amount of effluent in gallons applied per day per linear foot of the system (gpd/lf). The design linear loading rate is a function of the rate of effluent movement and the direction of movement away from the OWTS (horizontal, vertical or combination).

Living Area includes all areas of residential dwellings and residential accessory structures including bathrooms, kitchens, closets, utility rooms, hallways and any other area in a building that is designed for human use. New residential rooms above garages and/or other new residential accessory structures on the property will be considered living area. Areas such as unfinished attic space, unfinished basements, and garages are not considered living area. (Section 6: OWTS Requirements for Approval of Building Permits)

Local Agency means any subdivision of the state government that has responsibility for permitting the installation of and regulating OWTS within its jurisdiction boundaries; typically a county, city or special district.

Maintenance of a wastewater treatment system shall mean clearing of stoppages in pipes without removing, replacing, or rearranging the pipes or surrounding soils; repairing or replacing non-treatment components of a wastewater system; pumping liquid and solids from, or otherwise cleaning septic tanks and grease interceptors; cleaning sand filters; and cleaning pressure distribution system pumps and piping.

Major Addition is an addition of more than a combined cumulative 640 square feet of living area to the primary dwelling and/or accessory structure with R occupancy sharing a common OWTS. Credit shall not be given for demolished portions of the building when calculating the additional square footage.

Major Rebuild is the removal and/or replacement of more than 50% of the structure. The percentage is cumulative from the effective date of the 2009 Policy and Procedure 9-2-13 Guidelines for Remodeling and Additions with Respect to On-Site Wastewater Treatment Systems.

Minor Addition is an addition of a combined cumulative 640 square feet of living area or less to any primary dwelling and/or accessory structure with R occupancy sharing a common OWTS. Credit shall not be given for demolished portions of the building when calculating the additional square footage.

Minor Rebuild is the removal and/or replacement of 50% or less of the structure. The percentage is cumulative from the effective date of the 2009 Policy and Procedure 9-2-13 Guidelines for Remodeling and Additions with Respect to On-Site Wastewater Treatment Systems.

Modification is a remodel or addition of living area (potentially habitable or not) to an existing structure.

Monitoring Wells are installed to monitor ground water. The construction of monitoring wells must meet California Well Standards and be installed under permit by the State of California or the designated enforcement agency. Monitoring wells are not to be confused with performance wells used to evaluate the efficacy of OWTS in the immediate area. See Performance Wells definition.

Mottles is a soil condition that results from oxidizing or reducing minerals due to soil moisture changes from saturated to unsaturated over time. Mottling is characterized by spots or blotches of different colors or shades of color (grays and reds) and size interspersed within the dominant color as described by the USDA soil classification system. The soil condition can be indicative of historic seasonal high groundwater level, but the lack of this condition may not demonstrate the absence of ground water. Mottling in soils usually indicates poor aeration, periodic saturation, or poor drainage.

New OWTS means an OWTS permitted after the effective date of this Policy.

Nonstandard OWTS means a type of OWTS that utilizes a method of wastewater treatment that may or may not include a conventional septic tank and/or method of wastewater dispersal other than a conventional drainfield for the purpose of producing an equal to or greater quality wastewater effluent and improved performance of and siting for effluent dispersal than a standard OWTS. There are two types of non-standard systems. See Alternative OWTS and Experimental OWTS.

Occupancy is the classification of a structure as defined in the California Building Code (CBC), which is given based on the intended use and/or designed use of such structure. See CBC Chapter 3.

Office Clearance is a review of PRMD files and application documents in the office to determine that the proposed work will not impact the existing OWTS.

Operating Permit is a renewable and revocable permit to operate and maintain non-standard experimental or alternative OWTS in compliance with specific operational or performance criteria stipulated by PRMD or the regulatory authority.

Onsite Wastewater Treatment System(s) (OWTS) means individual dispersal systems, community collection and dispersal systems, and alternative collection and dispersal systems that use subsurface dispersal. The short form of the term may be singular or plural. OWTS do not include “graywater” systems pursuant to the Health and Safety Code Section 17922.12.

Package Treatment Plant is a method of sewage treatment that includes flows greater than 1500 gpd; wastewater used for Title 22 purposes and does not include process wastewater from agricultural sources, etc., unless there is a domestic component. A package treatment plant uses a process involving energy and mechanical, biological, chemical or physical treatment of the wastewater to reduce the Biological Oxygen Demand (BOD), suspended solids, Nitrogen, bacteria and other sewage constituents and which is of a degree of complexity that a certified wastewater treatment plant operator or approved OWTS Service Provider is required.

Percolation Test is a test conducted to determine the permeability or percolation quality of the soil in an area proposed for sewage dispersal.

Perennial Stream is any stretch of a stream that can be expected to flow continuously or seasonally (Intermittent). Perennial streams are generally fed in part by springs and appear on USGS maps as a solid blue line. A perennial stream may include an intermittent stream which is a USGS designated blue line dashed stream that ceases to flow occasionally or seasonally because of evaporation and leakage.

Performance Wells are installed in and around an OWTS to monitor the performance of the system. Performance wells are a component of the OWTS with the design and construction meeting County standards.

Permitting Authority is the state or local unit of government with the statutory or delegated authority to issue permits to build and operate OWTS.

Pressure Dosing is the uniform application of wastewater under pressure. Wastewater is applied under pressure uniformly on an intermittent basis in the dispersal field through the use of a sump and pump.

Pretreatment is a National Sanitation Foundation (NSF) 40 and/or NSF 245 (listed/certified) and County approved Advanced Treatment Unit that provides pretreatment of wastewater to reduce 5 day biochemical oxygen demand, total suspended solids, nitrogen, and/or the total and fecal coliform content to improve the wastewater quality prior to dispersal.

Public Water System is a water system regulated by the California Department of Public Health or a Local Primacy Agency pursuant to Chapter 2, Part 4, California Safe Drinking Water Act, Section 116275 (h) of the California Health and Safety Code.

Public Water Well is a ground water well serving a public water system. A spring which is not subject to the California Surface Water Treatment Rule (SWTR), CCR, Title 22, Section 64650 through 64666 is a public well.

Purge Valves are used in OWTS utilizing pressurized wastewater distribution to aid in the cleaning of laterals. Purge valves are generally placed at the end of each lateral.

Qualified Consultant is a California Registered Civil Engineer (RCE) or a California Registered Environmental Health Specialist (REHS). Qualified Consultant also includes a registered soil scientist or a registered geologist but are limited to soil investigations or soil evaluations. A qualified consultant must have demonstrated experience in the design of on-site sewage dispersal systems.

Redoximorphic means exhibiting characteristic features (soil mottles or soil mottling) caused by alternating reduction and oxidation of iron and manganese compounds.

Regulatory Authority. See Permitting Authority.

Remodel is the removal and/or replacement of 50% or less of the structure and is cumulative from the effective date of the 2009 Policy and Procedure 9-2-13 Guidelines for Remodeling and Additions with Respect to On-Site Wastewater Treatment Systems.

Removal and/or Replacement shall consist of the removal, alteration and/or replacement of exterior structural vertical load bearing members and/or the addition of engineered components to exterior vertical load bearing members (shear walls, holdowns, and/or other engineered or prescriptive lateral bracing). Windows or doors cut or in-filled in existing walls shall be considered removed and/or replaced for the portion of wall altered. Walls removed to accommodate additions shall be considered removed and replaced. Walls separating garages and dwellings are included in this definition. Exterior garage walls are excluded from this definition.

Replacement OWTS means an OWTS that has its treatment capacity expanded, or its dispersal system replaced or added onto, after the effective date of this Policy.

Reserve Replacement Area is an unencumbered portion of land that is reserved for the installation of a future OWTS, in the event of primary OWTS failure. The reserve replacement area must be suitable for an OWTS as demonstrated with acceptable percolation testing, groundwater conditions, and adequate depth to soil. Reserve Replacement area is sometimes referred to as expansion area.

Residential is any structure or room labeled "R-" occupancy as defined by the California Building Code.

Rough-in means to install the preliminary (rough) plumbing, electrical and/or mechanical building materials without making the final connections. (Section 6: OWTS Requirements for Approval of Building Permits)

Sand is individual rock or mineral fragments in soils having diameters ranging from 0.05 to 2.0 millimeters. Most sand grains consist of quartz, but they may be of any mineral composition. It is classified in the USDA Soils Classification Triangle as a soil material that contains 85 percent or more sand and not more than 10 percent clay.

Saturated Soil is the condition of soil when all available pore space is occupied by water and the soil is unable to accept additional moisture. In very fine textured soils a free water surface may not be apparent. The extent of saturated soil conditions and anticipated level of high groundwater can be estimated by the extent of soil mottling, provided the soils contain the necessary iron compounds to exhibit mottling.

Seepage Pit is a pit filled with drain rock into which effluent from a septic tank is collected for gradual seepage into the ground. Seepage pits are typically substituted for a leach field at severely constrained sites serving existing dwellings.

Septic Tank is a water tight, covered receptacle designed and constructed to receive the discharge of sewage from a building sewer; separate solids from the liquid; digest organic matter; store digested solids through a period of detention and allow the clarified liquids to discharge for final subsurface dispersal.

Service Provider means a Registered Civil Engineer, Registered Environmental Health Specialist, or any person who is licensed as a "certified on-site wastewater system inspector" or other equivalent license by passing a state or nationally accredited onsite wastewater exam, capable of operating, monitoring and maintaining an OWTS (e.g. NAWT and/or a proprietary unit certification).

Setback is the minimum horizontal distance from any point along the outside edge of a septic tank or the edge of a dispersal area, to any point on the described site feature.

Simple System is a graywater system serving a one or two family dwelling with a discharge of 250 gallons per day or less. Simple Systems exceed a Clothes Washer Graywater System.

Silt is individual mineral particles in a soil that range in diameter from the upper limit of clay (0.002 millimeter) to the lower limit of very fine sand (0.05 millimeter). It is classified in the USDA Soils Classification Triangle as a soil material that contains 80 percent or more silt and less than 12 percent clay.

Site Evaluation means soil profile evaluation, percolation test or ground water table determination, either individually or collectively.

Soil consists of the natural organic and inorganic material near the earth's surface which is in contrast to the underlying rock material, has been formed over time by the interactions between climate, relief, parent materials, and living organisms.

Soil Depth is the combined thickness of adjacent soil layers which are suitable for effluent filtration. Soil depth is measured vertically to bedrock, hardpan, or an

impermeable soil layer.

Soil Horizon or Layer is a layer of a soil approximately parallel to the land surface and differing from adjacent (underlying or overlying) layers in some property or characteristic. Differences include, but are not limited to color, texture, structure and porosity. Soil horizon is also known as soil zone.

Soil Profile is a vertical section of an excavation that displays the soil horizons.

Soil Structure refers to the formation of larger soil particles by the cementing together of individual sand, silt, and clay particles. Soil structure affects the pore size and rate at which water will move through soil. The structure of soil is generally described in the following terms: granular; platy; blocky; prismatic; massive; or columnar.

Soil Survey is a general term for the systematic examination of soils in the field and in the laboratory. This would include the soil description and classification, the mapping of kinds of soil, and the interpretation of soils for many uses such as suitability for growing various crops, grasses, and trees, for engineering uses, and predicting the soil behavior under different management systems.

Soil Texture is the relative proportions of sand, silt, and clay as defined by the classes of the U.S. Department of Agriculture soil textural triangle. Textural classes may be modified when coarse fragments are present in sufficient number or when the bulk density is excessive.

Standard OWTS is a type of OWTS consisting of a septic tank for primary treatment of sewage, followed by a system of drainfield trenches for subsurface dispersal of effluent into the soil. A standard OWTS may utilize gravity flow or a pump system to convey effluent from the septic tank to the drainfield.

Structure is that which is built or constructed.

Sump is a tank that collects treated sewage for a period of time and then, periodically, discharges by means of a pump.

Supplemental Treatment. See Pretreatment.

Tier 0 OWTS means existing OWTS that are properly functioning and do not meet the conditions of failing systems or otherwise require corrective action (for example, to prevent groundwater impairment) as specifically described in Tier 4, and are not determined to be contributing to an impairment of surface waters as specifically described in Tier 3.

Tier 1 OWTS means a new or replacement OWTS that meets low risk siting and design requirements as specified in Tier 1, where there is not an approved Local Agency Management Program per Tier 2. Tier 1 is not applicable to this LAMP.

Tier 2 OWTS means a local agency OWTS management program that establishes minimum standards that differ from requirements specified in Tier 1, including the areas that do not meet those minimum standards but still achieve the OWTS Policy purpose.

Tier 3 OWTS means existing, new and replacement OWTS that are within 600 feet of impaired water bodies that are subject to a TMDL or an Advance Protection Management Program that is part of a LAMP approved by the RWQCB.

Tier 4 OWTS means OWTS that require corrective action or are either presently failing or fail at any time while the OWTS Policy is in effect are automatically included in Tier 4. OWTS included in Tier 4 shall continue to meet applicable requirements of Tier 2 or 3 pending completion of corrective action.

Topographic Map is a map showing the topographic features of a land surface, commonly by means of contour lines. It is generally on a sufficiently large scale to show in detail selected man-made and natural features, including relief and physical and cultural features such as vegetation, roads, and drainage.

Unfinished structure is any structure, or any part of a structure, with exposed studs, and no insulation or sheet rock covering the walls. Unfinished rooms in a primary dwelling and/or residential accessory structure shall have exterior access doors only with no direct access to the interior of a primary dwelling and/or residential accessory structure. (Section 6: OWTS Requirements for Approval of Building Permits)

Unstable Landform is an area that shows evidence of mass downslope movement such as debris flow, landslides, rockfalls, and hummocky hill slopes with undrained depressions upslope. Unstable landforms may exhibit slip surfaces roughly parallel to the hillside; landslide scars and curving debris ridges; fences, trees, and telephone poles which appear tilted; or tree trunks which bend uniformly as they enter the ground.

Watercourse is a definite open channel with bed and banks within which water flows either perennially or intermittently, including overflow channels contiguous to the main channel. A watercourse shall include both natural and man-made channels.

Section 4 Criteria for All OWTS

4.1 Purpose of OWTS

- A. New and replacement OWTS shall be located, designed, constructed, and operated in a manner to ensure that sewage effluent does not surface at any time, that is protective of public health, safety and the environment and that percolation of effluent into the soil will not adversely affect beneficial uses of the waters of the state of California.
- B. New and replacement OWTS and the repair of an OWTS shall comply with the requirements of this OWTS Manual.

4.2 Prohibitions

- A. OWTS shared in common with other property owners are prohibited except with RWQCB and County authorization [e.g. on-site management district or zone or septic tank effluent pumping (STEP) cluster OWTS].
- B. The use of holding tanks is prohibited. However, the use of holding tanks may be authorized for limited circumstances as follows:
 - 1. to abate an existing nuisance or health hazard; or
 - 2. the proposed use is within a sewer service area, sewers are under construction and completion is expected within two years and the sewer agency assumes responsibility for maintenance of the tanks; or
 - 3. it is for use at a campground or similar temporary public facility where a permanent sewage dispersal system is not necessary or feasible and maintenance is performed by a public agency; or
 - 4. for a public service entity (e.g. volunteer fire department) when it cannot otherwise install sanitary facilities in a building.
- C. The following are not authorized:
 - 1. Cesspools of any kind or size.
 - 2. OWTS receiving a projected flow over 10,000 gallons per day.
 - 3. OWTS that utilize any form of effluent disposal that discharges on or above the post installation ground surface such as sprinklers, exposed drip lines, free-surface wetlands, or a pond.

4. OWTS on slopes greater than 30 percent without a slope stability report approved by a registered professional.
5. Decreased leaching area for dispersal systems using a multiplier less than 0.70.
6. OWTS utilizing supplemental treatment without requirements for periodic monitoring or inspections.
7. OWTS dedicated to receiving significant amounts of wastes dumped from RV holding tanks.
8. Separation of the bottom of dispersal system to groundwater less than two (2) feet.
9. Separation of the bottom of a seepage pit to groundwater less than ten (10) feet.
10. Installation of new or replacement OWTS where public sewer is available. Section 2.0 has additional details on this topic.
11. Public Water Wells. New or replacement OWTS with horizontal setbacks less than any of the following:
 - a. 150 feet from a public water well where the depth of the effluent dispersal system does not exceed 10 feet in depth.
 - b. 200 feet from a public water well where the depth of the effluent dispersal system exceeds 10 feet in depth.
 - c. Where the effluent dispersal system is within 600 feet of a public water well and exceeds 20 feet in depth, the horizontal setback required to achieve a two-year travel time for microbiological contaminants shall be evaluated. A qualified professional shall conduct this evaluation. However, in no case shall the setback be less than 200 feet.

Table 4.1 – Minimum Horizontal Setbacks from Public Water Wells

Depth of Dispersal System	Horizontal Setback
Less than or equal to 10 feet	150 feet
Greater than 10 feet	200 feet
Greater than 20 feet	200 foot minimum 2 year travel time within 600 feet

12. Public Water Systems. New or replacement OWTS with minimum horizontal setbacks less than any of the following:
 - a. Where the effluent dispersal system is within 1,200 feet from a public water systems' surface water intake point, within the catchment of the drainage, and

located such that it may impact water quality at the intake point such as upstream of the intake point for flowing water bodies, the dispersal system shall be no less than 400 feet from the high water mark of the reservoir, lake or flowing water body.

- b. Where the effluent dispersal system is located more than 1,200 feet but less than 2,500 feet from a public water systems' surface water intake point, within the catchment area of the drainage, and located such that it may impact water quality at the intake point such as upstream of the intake point for flowing water bodies, the dispersal system shall be no less than 200 feet from the high water mark of the reservoir, lake or flowing water body.

Table 4.2 – Minimum Horizontal Setbacks from Public Water Systems

Distance From Public Water Intake	Dispersal System Standard
Less than 1200 feet	Greater than or equal to 400 feet water source ¹
Equal to or greater than 1200 feet and less than 2500 feet	Greater than or equal to 200 feet water source ¹
1: water source is the high water mark of the reservoir, lake or flowing water body.	

4.3 Mitigations to Prohibitions

- A. To mitigate prohibition 4.2.C.4 (slopes over 30%), a slope stability report, completed by a registered civil engineer or registered geotechnical engineer, may be submitted to justify OWTS on slopes over 30%. The slope stability report shall be reviewed and approved by Permit Authority.
- B. To mitigate prohibition 4.2.C.6 (periodic monitoring), OWTS utilizing supplemental treatment components shall be enrolled in our Operational Permit Program, which requires monitoring and maintenance of the system.
- C. To mitigate prohibition 4.2.C.8 and 4.2.C.9 (vertical separation to groundwater), the owner shall file a Notice of Intent with the appropriate Regional Water Board for waste discharge requirements, waiver of waste discharge requirements or a conditional waiver of waste discharge requirements.
- D. To mitigate prohibition 4.2.C.11 and 4.2.C.12 (horizontal distances from water sources):
 - 1. Replacement OWTS shall utilize supplemental treatment and other mitigation measures to meet the treatment standards in Table 4.3, unless the Permit

Authority finds that there is no indication that the previous system is adversely affecting the public water source, and there is limited potential that the replacement system could impact the water source based on topography, soil depth, soil texture, and groundwater separation.

2. New OWTS shall meet the horizontal separation to the greatest extent practicable and shall utilize supplemental treatment to achieve the Table 4.3 standards and any other mitigation measures prescribed by the Permit Authority.

Table 4.3 – Treatment Standards for New OWTS not in conformance with horizontal separation requirements

Constituent	Standard
Total Suspended Solids	30 mg/L as 30-day average
Fecal Coliform	200 Most Probable Number (MPN)
Soil Depth	Greater than 3 feet
Depth to Groundwater	Greater than 3 feet
Soil Cover over dispersal system	12 inches

4.4 OWTS Designer by System Type

- A. The type of OWTS or OWTS components listed in Table 4.4 shall be designed by the corresponding designer.
 1. A commercial/institutional, experimental, alternative, or a standard OWTS shall be designed by a qualified consultant.
 2. A replacement dispersal area or field shall be designed by a qualified consultant.
 3. A replacement septic tank may be designed by a qualified consultant or licensed contractor.
 4. A repair may be designed by a qualified consultant, licensed contractor or land owner.
 5. A repair or modification of an existing OWTS that was originally required to be designed by a Qualified Consultant shall be designed by a Qualified Consultant.
 6. Any parcel that was conditioned through the Project Review Advisory Committee or comparable land use body to have the OWTS designed by a Qualified Consultant that serves a parcel for which a Qualified Consultant

design was a condition of a subdivision shall be designed by a Qualified Consultant.

Table 4.4 – OWTS Designer by System Type

Type of System	Designer
Commercial/Institutional Experimental OWTS Alternative OWTS Standard OWTS Replacement Dispersal Area/Field OWTS with Easements	Qualified Consultant
Replacement Septic Tank	Qualified Consultant Licensed contractor (A, C-42, C-36)
Repair	Qualified Consultant Licensed contractor (A, C-42, C-36), Homeowner/builder

4.5 Sizing Criteria Wastewater Flows

- A. Residential wastewater flows used for design of OWTS for single family residences, second units, guest houses and other detached buildings shall be based on the number of bedrooms multiplied by a factor of 150 gal/day per bedroom for the first five (5) bedrooms, plus 75 gal/day for each additional bedroom, as indicated in Table 4.5.
- B. The design flows for a primary residence and detached accessory structures (second unit and/or guest house) shall be determined independently, regardless of whether the flows are treated separately or combined in a single OWTS.

Table 4.5 -- Wastewater Design Flows for Single Family Residences and Second Unit

Number of Bedrooms	Design Flow (gal/day)
1	150
2	300
3	450
4	600
5	750
> 5	+75 per bedroom

- C. Wastewater flows used for the design of OWTS for multiunit residences and non-residential projects shall be developed based on full consideration of projected

activities, occupancy, and facilities. Table 11.1 provides guidelines for use in estimating design wastewater flows. Wastewater flows shall be determined by:

1. Table 11.1 for those listed facilities; or
 2. Appropriate literature references (e.g. US/EPA) for the type of facility proposed; or
 3. Documented wastewater flow monitoring data for a comparable facility. Additionally, the Director of the PRMD may consider adjustment to the criteria listed in Table 11.1 for specific facilities based upon documented technical information to support the proposed design flow estimate.
- D. Reductions of wastewater design flows up to 20% shall be approved by the Permit Authority when each of the following is provided:
1. Low flow devices for toilets, showers and faucets are installed in the structure under permit.
 2. The septic tank shall be fitted with a corrosion-resistant effluent filter approved by the Permit Authority.
 3. The leach field shall be either:
 - a. a dual leach field with each half designed at 75% of the reduced design flow (either 50% or 150% additional reserve replacement area must be provided based upon the date the lot was created); or
 - b. a dispersal field using equal distribution. The dispersal field shall be sized based upon 100% of the reduced flow.

4.6 Off-Site Easements

- A. Methods to gain legal access to adjacent parcels to accommodate an OWTS include a:
1. Lot line adjustment,
 2. Parcel merger, or
 3. Legal easement.
- B. Easements shall be recorded with the County Recorder's office in a form acceptable to County Counsel and the Permit Authority, and shall include:
1. A Grant Deed conveying the easement from the record owners of the burdened parcel to the owners of the parcel to be developed.

2. A full legal description of the easement area prepared by a Licensed Land Surveyor or a Registered Civil Engineer whose registration allows surveying.
 3. All appurtenant easements for access, pipelines, drainage, etc. shall be conveyed in the grant deed.
 4. Conditions, Covenants, and Restrictions recorded on the deed as follows:
 - a. A statement that the easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the grantor and grantee and that all specifications of the easement shall pertain to and run with the land.
 - b. A statement that provision of the easement is a public health condition relative to approval of an OWTS permit and that alteration or elimination of the rights and duties without the express written consent of the County of Sonoma may constitute a violation of State and local laws.
 - c. The use of the area of the leach field easement by the grantor shall be restricted from uses which are incompatible with proper leach field operation. This shall include structures, vehicular parking, roadways, grading, drainage courses, wells, extensive landscaping, confined livestock or other uses which would disrupt the leach field.
 - d. The easement shall include the right of the grantee to do all things reasonably necessary to inspect, maintain, repair and/or replace the leach field.
 5. The grant deed and/or legal description referenced in Section 4.6.B.1 and 4.6.B.2 shall be reviewed by the County Surveyor's office prior to permit issuance.
- C. Leach field easements shall be separate and distinct from one another.
- D. An OWTS easement shall not encroach into an area needed for the grantor parcel's OWTS and/or reserve expansion area.
1. The area necessary for the grantor parcel's OWTS and its reserve expansion area shall be based upon codes in effect at the time of the grantee parcel's OWTS easement application.
 2. The grantor parcel's OWTS does not need to be modified unless it is in a state of failure.
- E. Refer to Section 15 for OWTS easement requirements for new subdivisions of property.
- F. An easement grant from one property owner to another shall comply with the following:
1. The grantor parcel and grantee parcel must abut each other.

2. An unimproved lot will be considered as “abutting” if it is connected to another lot by an easement provided that the lots are in common ownership. (Sonoma County Code, Chapter 7.)
 3. An “abutting lot” is also an improved lot connected to another lot by an easement. The lots need not be under common ownership so long as the lot owner has an easement over the abutting lot sufficient for an OWTS.
 4. Lots separated by a public road or highway shall not be considered abutting except as provided in (F) above. A public road or highway will satisfy the connection between abutting lots.
 - a. An encroachment permit must be obtained from the permitting department.
- G. An easement grant when lots are in common ownership shall comply with the following:
1. A deed of easement from the owner of each parcel burdened by the easement to the owner of the parcel upon which the building will be located,
 - a. Locating the easement upon that parcel;
 - b. Stating that the easement is a condition of County approval of the OWTS;
 - c. Stating that it is the intent of the grantor and grantee that the easement will not merge with the underlying fee interest even if the easement and the fee come into the same ownership, and that the easement is intended to survive severance of the estates and to be included in conveyances to subsequent purchasers;
 - d. Stating that the easement may not be quitclaimed or otherwise modified or destroyed without the written consent of the Director of the PRMD, which shall not be unreasonably withheld;
 - e. Stating that the easement is appurtenant to the lot upon which the building is to be constructed.
 2. A Declaration of Covenants, Conditions and Restrictions upon each affected parcel which states that:
 - a. The benefits and burdens of the covenants and restrictions shall be binding upon the successive owners of each parcel;
 - b. The burdened parcels (described) shall not be used in any manner which may interfere with or adversely affect the safe operation of the OWTS for the structure of lot (___);
 - c. The OWTS shall be located in the area described in the easement for sewage dispersal executed by ___ on (date) ___ and recorded as Document No. ___ of Official Records of Sonoma County, and which is incorporated by reference (or similar language);
 - d. The covenants contained in the declaration may be terminated or modified only with the written consent of the Director of the PRMD, which shall not be unreasonably withheld. This provision would be applicable when and if the

Permit Authority approves some other type of sewage dispersal, and the easements and restrictive covenants are no longer needed.

3. The affected lots shall be conveyed to a title company or some other “straw man” by a deed which incorporates the easements and the declaration of covenants, and then reconveyed back to the owner.
 - a. The property owner shall supply the Permit Authority with a letter indicating his intentions to include the easements and covenants in future deeds of the affected parcels.
4. Another option is the use of a properly constructed “Owner Statement” that provides the following minimum specific items:
 - a. Language that prohibits the “removal, alteration or rescinding of the Declaration of Restriction (___) or easement(s) without the written consent of the Director of the PRMD”.
 - b. For “Declarations of Restrictions” only, reference must be made within the Owner’s Statement to a “Declaration of Restrictions” that must be recorded concurrently with the Map.
 - c. Where easements are requested with the existing parcels, the Owner’s Statement must also include the following:
 - i. A reference that specifies that the easement is “between adjacent parcels of same ownership” and that attached hereto as Exhibit ___ is a Grant Deed description of an easement.
 - ii. A reference in both the Owner’s Statement and the easement that the “easement is one that is appurtenant”.
 - iii. A reference on both the Owner’s Statement and the easement that the “doctrine of merger shall not apply”.

4.7 OWTS Permit Applications

- A. An application for an OWTS permit shall be submitted by the property owner, consultant, or contractor. The application package shall contain the following:
 1. Project description.
 2. Variance requests: code section(s) and mitigation measure(s).
 3. Filing fees.
 4. Four copies of site plans, drawn to scale.
 5. Soil profile results.
 6. Soil percolation test results if required per section 7.

7. Groundwater table determination if required per section 7.
 8. Four copies of the OWTS design, drawn to a scale of 1 inch = 20 feet.
 9. If a nonstandard OWTS, include:
 - a. Operational Permit application
 - b. Agreement-Permit Conditions, signed and notarized
 - c. Easement Agreement signed and notarized
 - d. Items a.-c. are not required for plan check only applications, but will be required for permit applications.
- B. Time Limit of Application. If no permit is issued within one year following the date of application, the application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Permit Authority. If, after such expiration, the original plans are resubmitted within 180 days following such expiration, the plan review fee shall be 25% of that otherwise required. No application shall be renewed in this fashion more than once. In order to further renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee. The Permit Authority may extend this time period when such extension is warranted, including but not limited to:
1. To correct an error by the department;
 2. When a legal action prevents the project from being completed within the allowed year time frame; or
 3. In the interest of public health and safety
- The Permit Authority's decision regarding the limitation period shall be final.
- C. OWTS applications shall be reviewed for zoning conformance pursuant to Permit Authority's Planning Policy 8-1-13, or current version.

4.8 OWTS Plan Check Only Applications

- A. An application for an OWTS Plan Check Only shall be submitted by the property owner, consultant, or contractor. The application package shall contain the following:
1. A "Request for Service" form.
 2. Filing fees.
 3. Two copies of site plans, drawn to scale.

4. Soil profile results.
 5. Soil percolation test results if required per section 7.
 6. Groundwater table determination if required per section 7.
 7. Two copies of the OWTS design, drawn to a minimum scale of 1 inch = 20 feet.
- B. Time Limit of Plan Check Only Application. If no plan check approval is granted within one year following the date of application, the application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Permit Authority. If, after such expiration, the original plans are resubmitted within 180 days following such expiration, the plan review fee shall be 25% of that otherwise required. No application shall be renewed in this fashion more than once. In order to further renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee. The Permit Authority may extend this time period when such extension is warranted, including but not limited to:
1. To correct an error by the department;
 2. When a legal action prevents the project from being completed within the allowed year time frame; or
 3. In the interest of public health and safety.

The Permit Authority's decision regarding the time limit period shall be final.

- C. Time Limit of Plan Check Only Approval. If no permit is applied for within one year following the date of plan check only approval, the plan check shall expire by limitation.

4.9 OWTS Permits Required

- A. A valid permit is required to install, repair, replace, modify, destroy, or abandon any part of a new or existing OWTS except where specified in section 4.9.F.
1. The Permit Authority may approve, conditionally approve or deny a permit to do any work on an OWTS. The Permit Authority may issue a permit only when all the requirements specified in this chapter for an OWTS are met. The permit may contain conditions that apply to the construction, operation and maintenance of the system. Only OWTS work authorized in the approved plans may be performed unless approved in writing by the Permit Authority. The permit conditions shall be binding upon the property owner and successive property owners for the life of the system.

- B. OWTS Permit. The following work requires an OWTS permit:
1. The installation, replacement, modification, destruction or abandonment of any part of a new or existing OWTS not authorized by a repair or replacement permit.
- C. Replacement Permit. The following work requires a replacement permit:
1. Replacement or repair of a septic tank.
 2. Replacement of a dispersal system.
- D. Repair Permit. The following work requires a repair permit:
1. The replacement or repair of a leach line or leach line segment within an existing leach line trench.
 2. The replacement or repair of a dispersal chamber or chamber segment within an existing chamber trench.
- E. Hardship Replacement Permit. Applicants may apply for a hardship replacement permit under the following circumstances:
1. Work would otherwise be considered a replacement permit.
 2. Financial constraints prevent compliance with replacement standards.
 3. A County Housing Rehabilitating Loan is not available.
 4. The landowner's household income is at or below 80% of the current Area Median Income (AMI) established by the U.S. Department of Housing and Urban Development.
 5. A hardship replacement permit application shall be submitted to the Permit Authority. Applications shall contain the contents as detailed in section 4.8.
 6. Replacement septic tanks shall comply with the septic tank requirements of this OWTS Manual to the maximum extent feasible.
 7. Replacement dispersal systems shall comply with this OWTS Manual to the maximum extent feasible.
 8. Hardship replacement permits shall be forwarded to the appropriate Regional Water Board.
 9. Hardship replacement permits shall not be used to authorize building permits for the construction, re-construction, rebuilds, remodel, or work on a structure that

would otherwise require an upgraded septic system.

F. Permit Exemptions. The following work is permit exempt:

1. The repair or replacement of the following components or segments:
 - a. risers
 - b. sanitary tees
 - c. effluent filters
 - d. diversion valves
 - e. distribution box
 - f. sewer line from house to septic tank
 - g. sewer line from tank to distribution box and/or distribution box
 - h. solid sewer lines connecting distribution boxes and/or distribution box(es)

G. Time Limitation of Issued Permit. Every permit issued by the Permit Authority under the provisions of this section shall expire by limitation three (3) years from the date of permit issuance. The Permit Authority may limit a permit to a lesser time period when necessary to abate dangerous or substandard conditions. The Permit Authority may extend this time period when such extension is warranted, including but not limited to:

1. To correct an error by the department,
2. When a legal action prevents the project from being completed within the three year time frame, or
3. In the interest of public health and safety.

The Permit Authority's decision regarding the time limit period shall be final.

H. Before any work can commence or recommence on any expired permit, or permit to legalize a violation, a new permit shall first be obtained. The new permit shall be obtained for all work necessary to finish the project including work already completed that has not been previously inspected and approved by the department.

1. Any new permits issued to recommence work started under an expired permit will be based on the codes in effect at the time the original expired permit was issued.
2. Any new permits issued to commence work under an expired permit will be based on the codes in effect at the time of the original expired permit, provided that no more than six years from date of original permit issuance have lapsed.
3. Any new permits issued to commence work under an expired permit where more than six years from date of original permit have lapsed, shall be governed by the codes in force at the time of the new permit application.

4. Any new permits issued to legalize a violation shall be governed by the codes in force at the time of the new permit application.

4.10 OWTS Site and Design Plan Requirements

- A. The site plan shall be completely dimensioned and drawn to scale with a minimum of 1 inch = 20 feet. The site plan shall include but not be limited to the following:
 1. A vicinity map showing property boundaries and dimensions with north arrow, parcel number, street address. (May be drawn on a smaller scale than 1 inch = 20 feet.)
 2. A site plan with topographic information including contour lines and elevations (in feet) of the area in and around the proposed OWTS or percentage of slope when slope is not a critical factor in system design.
 3. Location of any known pertinent (passing or failing) tests (i.e. soil profile pits, soil percolation tests, and groundwater determination tests, etc.).
 4. Designated reserve replacement dispersal area.
 5. Detail Page showing:
 - a. Application rate, design capacity (number of bedrooms), projected daily sewage flow, wastewater application area (trench, bed length, or area), and all relevant calculations.
 - b. Calculations for determining the sizing criteria, and the projected design of the OWTS, including pump sizing, pump curves, dose volume and frequency.
 - c. Cross section of dispersal trenches and interceptor drain (if applicable).
 - d. Spacing and sizing of the orifices and laterals.
 - e. Proposed details and dimensions of the septic tank, treatment units, pump tanks, performance wells, valves, dispersal trenches or beds, alarm and control panels, and any other equipment specifications.
 - f. Complete description of the wastewater treatment and dispersal processes.
 - g. Construction notes.
 - h. Construction details and specifications.
 6. Location of any existing and/or proposed retaining walls, surface and subsurface drainage systems.
 7. Location of any existing and/or proposed underground utilities, water supply lines and/or wells.
 8. Location and dimensions of any existing and/or proposed improvements (e.g. paved areas, all structures (including house location, accessory structures, outbuildings, swimming pools, large trees, solar arrays, etc.).

9. Location of any existing and/or proposed easements, public right of ways, overhead utilities, building sewer line, and any other OWTS.
10. Location of the OWTS in relation to property lines, neighboring systems, neighboring wells, streams, springs, lakes, ponds, marsh areas, cut banks, and other features which may affect the performance of the system.
11. Any other site details that could potentially impact the function and/or design of the OWTS.

4.11 Permit Transfer

- A. In the event of the transfer of an issued OWTS permit, prior to final construction approval, the following actions are required by Permit Authority staff:
 1. If there is no change in the OWTS plans or building plans, it will be treated as an OWTS Office Clearance to use the old plans.
 - a. Verify that contractor information, workers' compensation and signatures are correct.
 - b. Update Easements and Supplemental Agreement for nonstandard OWTS.
 - c. Enter into permitting system and assess Office Clearance fee.
 2. If there is a change in building location, but no change in the OWTS plans and the change may affect the OWTS plan:
 - a. Complete items 4.11.A.1.a and 4.11.A.1.b.
 - b. Enter into permitting system and assess Field Clearance fee.
 3. If the OWTS design and building location remain the same, but there is a change in floor plans (which does not impact the OWTS):
 - a. Review new building floor plan and complete items 4.11.A.1.
 4. If there are changes which significantly impact the approved OWTS plan:
 - a. Complete items 4.11.A.1.a and 4.11.A.1.b.
 - b. Applicant required to submit new OWTS plans. Assess Plan Review fee.
 5. If the property requires a Service Provider, the same Service Provider shall be retained or a contract needs to be transferred to a new certified Service Provider.

4.12 Construction Inspections

- A. The system components and construction shall be inspected by Permit Authority staff for compliance with approved plans and this OWTS Manual. The following

construction inspections are required and shall be scheduled with the Permit Authority. Permit Authority may waive attendance.

1. Pre-construction site inspection.
 2. Gravel placement, trenches or absorption bed should be level in previously approved proper location and placed on contour.
 3. Interim inspections, including squirt test, performed prior to covering any elements of the system; water tightness test of tank(s), if required.
 4. Final inspection of the completed system. (May require #189 electrical permit prior to final. Startup inspection for pretreatment unit includes Service Provider.)
- B. Construction inspections shall be scheduled for regular Permit Authority work days. The Permit Authority must be notified at least 24 hours in advance of desired inspection. No portion of the OWTS may be covered until it is inspected by the Permit Authority.
- C. Final approval of the OWTS permit shall be granted only after the Permit Authority has completed all necessary system inspections. Final approval of the permit for standard OWTS shall be granted only upon completion of the necessary inspections, the receipt of a signed and stamped letter from the Qualified Consultant certifying the installation of the system as designed, and for non-standard systems, in addition to the above, the #189 electrical inspection and Operational Permit fee paid and activated.

4.13 General Provisions

- A. Replacement Expansion Area
1. Parcels created prior to October 1971 require 100% replacement area.
 2. Parcels created in October 1971 or later require 200% replacement area.
 3. In a dual dispersal field system, a portion of the replacement area is constructed with the initial system.
- B. Incompatible uses including, but not limited to, driveways, tennis courts, parking lots, swimming pools, or structures over the replacement area shall be prohibited.
- C. No lot shall be improved in excess of its capability to properly absorb sewage effluent.
- D. No construction of OWTS shall occur during open wet weather groundwater periods or active rain storms, except when demonstrated by a qualified consultant that unsaturated soil conditions exist and compaction and smearing will not occur.

Previously scheduled inspections are subject to cancelation by the Permit Authority if conditions are deemed unsuitable.

- E. OWTS shall be installed in accordance with the plans approved by the Permit Authority. Permit Authority staff must approve any changes to the approved plans prior to installation.
- F. OWTS shall be located so as to be accessible for maintenance and repairs. Septic tanks and sump tanks shall be located so as to allow vacuum pumping.
- G. The building sewer and distribution piping shall be constructed with materials in conformance to building sewer standards identified in the Uniform Plumbing Code. The sewer and distribution piping shall have approved watertight fittings with clean-outs provided in accordance with the Uniform Plumbing Code.
- H. All OWTS Permit applications located near a water body that is subject to a TMDL Advanced Protection Management Program (APMP) may be subject to additional, more stringent, criteria than those systems located outside a designated APMP.
- I. Site evaluations are required for new or replacement OWTS per Section 7.
- J. Any structure not in used within the last five (5) years shall have an OWTS that meets current standards for a new OWTS system.
- K. Human remains and archeological sites.
- L. Any application that cannot meet the standards may apply for a variance pursuant to section 17.
- M. A structural or building addition may not encumber any designated reserve replacement area. A revised designated reserve replacement area may be established if needed.
- N. An expansion of the existing footprint of an existing structure or new accessory structure is not allowed if a reserve replacement system cannot be adequately sized. A system where only a seepage pit reserve replacement area is available is not considered to be adequately sized.

Section 5 OWTS Abatements and Abandonments

5.1 Abatements

- A. Any OWTS that causes sewage to surface on the ground is deemed to have an adverse effect on groundwater and surface water and to be a public health hazard and a nuisance. Any OWTS septic tank failure, such as a baffle failure or tank structural integrity failure such that either wastewater is exfiltrating or groundwater is infiltrating is deemed to be failing (OWTS Policy Tier 4). Such a system is defined as a failing OWTS and shall be immediately corrected or abated.
- B. There are two classes of septic work to which Code Enforcement penalty fees may apply: construction without permit or Permit Authority required repair of a failing septic system.

Once the Permit Authority determines a system is failing, adequate notification to the property owner is required.

- 1. A Notice of Violation or Notice and Order is adequate notification. However, a written notice or letter produced by the Permit Authority and provided to the property owner may be considered adequate notification as determined by the Permit Authority supervisory or management staff.
 - 2. A reasonable period shall be given to allow the property owner to obtain a repair permit and complete repair work. Enforcement staff shall treat failing septic systems in the same manner as sub-standard housing regarding the imposition of penalties.
 - a. If a repair permit is submitted within 30 days of sending a Notice of Violation or Notice and Order, only investigation fees apply.
 - b. If the owner delays response beyond 30 days, both investigation and penalties will apply.
 - i. The imposition of penalties may be extended if the applicant can demonstrate a reasonable justification why a permit application could not be submitted within 30 days in accordance with Section 1-7.1(d) Sonoma County Code. Reasonable justifications include, but are not limited to, groundwater studies or delay to accommodate the schedule of a licensed professional.
- C. For residential properties, the owner shall be allowed to hire a licensed septic tank pumper to pump the failing system until a repair system is installed.
- 1. The allowed time period shall be determined by the Permit Authority.
- D. For commercial properties, the property owner or tenant may be allowed to pump

the failing system at the discretion of the Permit Authority. Issues such as the availability of public restrooms hand washing facilities, and use as a food facility must be taken into consideration for commercial properties.

- E. Investigation and penalty fees for the abatement of failing OWTS and/or installation of an OWTS without permit that may apply are as follows:
1. For septic system replacement, repair or tank destruction permits where the property owner has voluntarily submitted a repair permit and no investigation has been conducted, the permit may be issued without investigation fee or penalty.
 2. For septic system replacement, repair or tank destruction permits where a Notice of Violation has been sent and the owner has submitted a septic repair permit within 30 days, penalties shall not be imposed.
 3. For septic system replacement, repair or tank destruction permits where the Permit Authority has received a complaint, a Notice of Violation has been sent and the owner has not submitted for a permit within 30 days, penalties shall be calculated.
 4. If the responsible party (owner or tenant) fails to correct the violation resulting in an administrative abatement hearing, any penalty as allowed under Section 1-7.1 of the Sonoma County Code may be imposed.
 5. For standard or non-standard OWTS constructed without permit, penalties shall be calculated.

5.2 Abandonments

- A. Any abandonment of portions or the entire OWTS shall be conducted under an OWTS permit issued by the Permit Authority.
- B. In the event that a parcel is connected to public sewer, abandonment of the septic tank(s) is required.
- C. The following requirements shall be observed when a septic tank or sump (e.g. tank) is abandoned.
1. The tank shall be pumped of all contents by a licensed septic tank pumper.
 2. When abandoned in place:
 - a. The lid(s) shall be removed and disposed at a sanitary landfill or the tank lid may be broken into small pieces and placed into the tank with the gravel, rock or soils.
 - b. Several holes shall be made in the bottom of the tank.

- c. The tank shall be filled with pea gravel, drain rock, compacted native soils or concrete slurry. Provision b does not apply if tank is filled with concrete.
3. When tank is removed:
- a. The tank and lid(s) shall be removed from the property and disposed at a sanitary landfill.

Section 6 Requirements for Approval of Building Permits

Sonoma County Code Section 7-5(b)(2) requires well and septic clearance in relation to building structure improvement projects. The required OWTS is dependent upon the extent of the proposed structural improvement(s). Table 6 summarizes the requirements within this section.

Table 6 -- OWTS Requirements for Building Permits

Type of Structure Modification (Building Permit)	Code Compliant System	Legal Non-Conforming System	No Septic Review
A-BLD			X
B-BLDs:			
-Reroof		X ¹	
-Foundation Repair		X ¹	
-ADA Improvements		X ¹	
-FEMA Flood Elevations		X ¹	
-Seismic Safety		X ¹	
-Interior Remodel		X ¹	
-Catastrophic Event Rebuild		X ¹	
Minor Rebuild		X	
Minor Addition (<= 640 sq ft)		X	
Detached Accessory Structures (<640 sf, R, S or U occupancy)		X	
BDR swap (Primary/guest house)		X	
Commercial -- Decrease in Flow and Strength		X	
Detached Accessory Structure (No Plumbing)		X	
Major Rebuild	X		
Major Addition (> 640 sq ft)	X		
BDR swap (Primary/Accessory Dwelling Unit)	X		
Detached Accessory Structures >640 sf, R occupancy	X		
BDR Addition, Guest House or Accessory Dwelling Unit	X		
Commercial (Increase in Flow/Strength)	X		
Reutilized Structure After Vacant For Five (5) Years	X		
Undeveloped Parcel	X		
Footnote 1:	Please see section 6.2.B.		

6.1 Building Permit / OWTS Clearance Procedure

- A. Verifiable information on the location, construction, integrity and function of the existing system is required.
- B. An Office Clearance for B-BLDs that are subject to the criteria for Legal Non-Conforming OWTS Permit Standards shall be acceptable when there are file records that provide documentation that the proposed work does not affect the Legal Non-Conforming OWTS or potential reserve expansion area, the Legal Non-Conforming OWTS installation was finalized less than 20 years before the date of B-BLD application, and the Legal Non-Conforming OWTS is not subject to Code Enforcement action.
- C. The Permit Authority shall determine if a variance request is required for those existing OWTS that are required to meet the Code Compliant status.
- D. Any B-BLD clearance involving a retail food facility must be approved by the Department of Health Services, Division of Environmental Health.
- E. Additional requirements may apply to properties located within variance prohibition or septic system ban areas.

6.2 A-BLDs, Building Repairs and Maintenance

- A. A-BLDs do not require Well & Septic Division clearances. If the scope of work is exceeded to the point that the work no longer qualifies as an A-BLD, a Well & Septic Division Clearance is required.
- B. B-BLDs for foundation repair and re-roofing with limited framing replacement (see PRMD Policy 4-0-7, A-BLD Permits), disability accessibility improvements, FEMA flood elevations, and seismic safety improvements do require Well & Septic clearance, but are not considered a remodel or rebuild for purposes of triggering an OWTS upgrade, unless the structure is on a cesspool or the OWTS is in failure, in which case a Legal Non-Conforming OWTS is required.

6.3 Minor Rebuilds and Minor Additions

- A. An existing legal non-conforming OWTS or a replacement OWTS is required for the following:
 - 1. A minor rebuild.
 - 2. A minor addition to the primary dwelling.
 - 3. A minor addition to a residential occupancy accessory structure such as pool houses, non-commercial offices, gyms, studios, etc.

4. A minor addition to a guest house provided the new total square footage of the guest house does not exceed 640 square feet.
 5. A storage (S) occupancy or utility/miscellaneous (U) occupancy accessory structure.
 6. A primary dwelling/guest house bedroom swap. The approval of a bedroom swap requires a building permit to decommission the bedroom in the primary dwelling.
- B. The building application shall document that the proposed work does not affect the OWTS or designated reserve replacement area.
- C. The structure's OWTS shall not be subject to Code Enforcement action.
- D. A Findings Report, pursuant to section 6.7, is required for those OWTS with final construction approval more than 20 years before the date of the B-BLD application.

6.4 Major Rebuilds, Major Additions and Bedroom Additions

- A. A code compliant OWTS is required for the following:
 - 1. An increase in wastewater flow.
 - 2. An increase in the number of bedrooms.
 - 3. A major addition to the primary dwelling.
 - 4. A major addition to a residential occupancy accessory structure such as pool houses, non-commercial offices, gyms, studios, etc., but excluding guest houses.
 - 5. A rebuild unrelated to a catastrophic event or natural disaster.
 - 6. A primary dwelling/accessory dwelling unit bedroom swap. The approval of a bedroom swap requires a building permit to decommission the bedroom in the primary dwelling.
- B. The structure's OWTS shall not be subject to Code Enforcement action.
- C. The application shall demonstrate a reserve replacement area consistent with section 4.13.A.
- D. A Findings Report, pursuant to section 6.7, is required for those OWTS with final construction approval more than 20 years before the date of the B-BLD application.
- E. A Permit Authority site inspection shall be conducted.
- F. A site evaluation, pursuant to section 7, shall be conducted if a soils evaluation has not already been completed.
- G. Low flow fixtures shall be installed for all structures serviced by the OWTS.
- H. A notarized document may be filed with the County Recorder. If required, the notarized document shall be signed by the property owner. The notarized document shall document any permit conditions and any use restrictions (i.e. bedroom restrictions).

6.5 Commercial Buildings and Changes in Use

- A. The building application shall contain information regarding changes in use, changes in wastewater characteristics and/or changes to the structure.
- B. When the Permit Authority finds there is a change in use, a change in wastewater characteristics and/or a change in the structure, the most stringent of following requirements shall apply:

1. A code compliant system shall be required for a change in use.
 2. A code-compliant OWTS is required if there is an increase in the volume and/or strength of the commercial use wastewater generated.
 3. A legal non-conforming OWTS is required if there is no change or a decrease in the volume and strength of the commercial use wastewater generated.
- C. The criteria and requirements of sections 6.2, 6.3 and 6.4 for physical changes to the structure apply to commercial construction activities.
- D. Any clearance involving a retail food facility shall be approved by the Department of Health Services, Division of Environmental Health.

6.6 Criteria for Minor versus Major Rebuilds and Minor versus Major Additions

- A. Minor and major rebuilds are defined by the percentage of removal and/or replacement of the exterior vertical load bearing walls being proposed under a building permit. This section provides the details and process to establish the percentage of the removal and/or replacement of the structure.
1. Minor rebuilds shall include projects where the percentage of wall structure being removed and/or replaced is less than 50%.
 2. Major rebuilds shall include projects where the percentage of wall structure being removed and/or replaced is equal to or greater than 50%.
- B. The percent of wall structure being removed and/or replaced shall be the “affected wall length” divided by the “total wall length.”
- C. The “affected wall length” will be determined by measuring the work listed in F.1 through F.6 and added together.
- D. The “total wall length” will be determined by measuring the existing vertical load bearing wall lengths.
- E. Removal and/or replacement of a structure involves the following elements of the structure:
1. Exterior walls of any structure, or
 2. Interior tenant improvements for commercial structures.
- F. Removal and/or replacement to a wall structure includes, but is not limited to, the following:
1. Work on supporting members of the wall including, but not limited to, studs, top plates, bottom plates, headers, trimmers, and/or associated blocking.

2. Work on all or part of a member, furring of a member, cutting or drilling of studs or members for the installation of plumbing, electrical or mechanical systems beyond that allowed by the California Building Code.
3. Moving studs or members of a wall by jacking them up, storing them on site, or otherwise changing their position in space.
4. Cutting of openings for new windows or filling in existing window openings.
5. Exterior walls removed to accommodate additions.
6. For work related to whole walls or wall segments or work involving more than one adjacent stud or member, that work shall be grouped and added to the "affected wall length."
7. For work related to single studs or members, the altered length shall be three feet of wall length and added to the "affected wall length."

G. The following are NOT considered removal and/or replacement:

1. Additions or repairs to the foundation pony walls solely for the purpose of seismic retrofit.
2. Replacement or alteration of the interior or exterior wall coverings, plumbing systems, mechanical systems, or electrical systems, and drilling or cutting of members as allowed by the building code for the installation of plumbing, electrical or mechanical systems.
3. Foundation repair or replacement provided the foundation walls are not relocated.

H. Additions

1. Additions to existing structures shall have the square footage measured by the Permit Authority. The designation of the addition shall be as follows:
 - a. Minor addition has a square footage of 640 square feet or less.
 - b. Major addition has a square footage of greater than 640 square feet.
 - c. The living areas for minor or major additions in primary dwellings shall not include bedrooms.

6.7 Finding Reports

- A. Finding Reports shall be signed and stamped by a Qualified Consultant.
- B. Finding Reports shall include, but not be limited to, the following information:
1. A site map including the parcel, assessor's parcel number, the located septic tank, the dispersal system, the replacement area, a north arrow, direction of slope, and scale or measurements to relevant features on the property.
 2. The dispersal system shall be located if the structural improvement and/or associated construction activity has the potential to damage or adversely affect the primary and/or replacement dispersal system.
 3. Indicate the bedrooms/units/structures served by the system. Documentation of structure may be derived from building permits and/or assessor records.
 4. Evaluation of system performance including at least one of the following:
 - a. Uncovering distribution boxes to insure that the system is functioning adequately,
 - b. Hydraulic load test,
 - c. Pump test or
 - d. Evaluation of profile holes.
 5. Estimated age of system.
 6. Estimated sizing of system.
 7. Reserve replacement area availability.
 8. Inspection of all tanks and recent pumpers report (within last 5 years); this should include presence or absence of baffle walls, inlet and outlet tees, effluent levels on the inlet and outlet sides of the tank, root intrusion and cracks in the tank.
 9. A completed monitoring form for nonstandard systems.
 10. Classification of system.
- C. Finding Reports Required. A Finding Reports shall be required for the following:
1. B-BLDs that are subject to the criteria for a code compliant OWTS proposed site improvements.
 2. B-BLDs that are subject to the criteria for a legal non-conforming OWTS site improvements that received OWTS permit final construction approval more than 20 years before the date of the B-BLD application.

3. Non-standard OWTS, subject to an Operational Permit, when either of the following occur:
 - a. Lack of consistent monitoring performed by owner/operator,
 - b. The Permit Authority's inspection corrections have not been addressed,
 - c. Indication that the system is exceeding flows (per self-monitoring forms and/or Permit Authority's inspections or)
 - d. Reserve replacement area has been compromised based on inspections.
4. OWTS subject to Code Enforcement action.

6.8 Hydraulic Load Test Guidelines

A. Septic Tank Hydraulic Load Test

The septic tank hydraulic load test, as described here, is conducted only for standard gravity-fed leach fields, and does not apply if the system utilizes a pump. A separate pump test procedure is described below. The hydraulic load test is conducted after completion of a review of background data, an initial field performance and the septic tank inspection. The hydraulic load test is conducted by surcharging the septic tank with approximately 150 gallons of water over a 20-30-minute period; and then observing the rise in water in the tank and the subsequent draining process. Tracer dye may be used to assist in observing leach field failure.

A garden hose discharging into the outlet side of the tank can be used to surcharge the tank. The hose outlet should remain well above the water level of the tank to prevent cross-contamination. Before starting the test, the flow rate from the hose should be determined (i.e., with a 5-gallon bucket and stop watch) to properly gauge the amount of surcharge water added to the tank. Alternately, a portable water meter can be installed between the house faucet and the hose to directly measure the water volume added.

B. Test Procedures

The step-by-step procedures for the hydraulic load test are then as follows:

1. Measure the location of the static water line in the septic tank (at the outlet side) as an initial reference point.
2. Begin surcharging the tank with water to start the hydraulic load test.
3. Observe any rise in the liquid level at the outlet pipe and measure the water level at the end of filling. Typically, the liquid level will rise from 0.5 to 1 inch, at which point the liquid level should stabilize for the remainder of filling; and the return to the initial level in a matter of minutes after filling is stopped.
4. After the filling cycle is finished, the water level decline in the septic tank is

observed until the initial level is reached; and the time to achieve this is recorded. If the initial level is not attained within 30 minutes, the test is terminated and the final water level is noted.

C. System Rating

Based upon the water level readings during the test, a hydraulic performance rating shall be assigned to the system in accordance with the guidelines provided in the following table. It should be emphasized that these are guidelines only, and special circumstances may be cause for modifying the evaluation and rating of particular systems. A system receiving a “Failed” rating shall require appropriate upgrading.

D. Pump Systems

The pump test is conducted by adding sufficient water to the basin to activate the pump “on” control and observing the performance of the system over at least one pumping cycle. The total amount of water added should be about 150 gallons, to approximate no edits hydraulic loading of the leach field as for gravity systems. Using a garden hose, the water may be added to the outlet side of the septic tank, or directly to the pump basin. If filling the basin directly, care should be taken to minimize turbulence and disturbance of sediment or sludge that may have collected in the basin. This can be best accomplished by directing the stream of water against the interior side of the chamber, rather than directly toward the bottom of the pump chamber.

Observe the filling of the basin, and note and measure the point at which the pump is activated. Immediately stop the filling operation and observe the pumping cycle until the pump shuts off. While the pump is discharging, examine the piping system for any leaks. Note and measure the depth at which the pump shuts off, and calculate the volume of water between the “on” and “off” measurements. Compare this dose with the design dose volume specified for the system. If the dose is too high or too low, float controls should be done by a licensed and properly qualified contractor.

The pumping cycle (from “on” to “off”) levels should be timed and the results recorded on the inspection form. Typically, if the pump is sized and operating properly, pump operation lasts 1-5 minutes per dose. Pump cycles lasting longer than this may indicate leach field clogging and/or pump deficiencies. If this is observed, it should be noted and further investigation of the pump and leach field should be conducted to determine the specific cause.

If during filling of the basin, the pump does not activate when water reaches the high liquid level control (i.e. “on” float), discontinue the pump test. This indicates a pump failure, defective float switch or wiring problems and will require the repair service of a competent contractor familiar with these types of systems. The pump system failure should be noted, communicated immediately to the resident/owner and follow-up with a notice requiring prompt corrective action.

E. Final Leach Field Inspection

At the completion of the hydraulic load test, the drainfield area and downslope areas should be checked again for indications of surfacing effluent, wetness, or odors. If any of these conditions exist as a result of the hydraulic load test, this shall be considered conclusive evidence of system failure. If the field observations of wetness are not obviously the result of the hydraulic load test, further investigation may be necessary to determine if the drainfield is failing and the cause of the failure. Additional investigative work may include water quality sampling (for total and fecal coliform, ammonia and nitrate) or dye testing. The cause of seepage could be related to gopher holes, site drainage or erosion problems, excessive water use or simply the age of the dispersal system.

F. Clean Up

At the completion of the OWTS inspection and testing, the inspector shall replace all access lids and clean all tools before leaving the site. All tools and equipment that come in contact with wastewater should be cleaned and disinfected with a 1:5 bleach solution: and all contaminated rinse water shall be disposed of in the septic tank.

Table 6.8 Hydraulic Load Test Rating Guidelines

Rating	Septic Tank Response to Hydraulic Loading
Excellent	No noticeable rise in water level during filling
Good	Maximum water level rise of about 1 inch, with rapid decline to initial level within about 5 minutes after end of filling.
Satisfactory	Maximum water level rise of about 2 inches, with decline to initial level within about 15 minutes after end of filling.
Marginal	Maximum water level rise of about 3 inches, with decline to initial level within about 30 minutes after end of filling.
Poor	Water level rise of more than 3 inches, with decline not reaching initial level within 30 minutes after end of filling.
Failed	Water level rise of more than 3 inches, with no noticeable decline within 30 minutes after end of filling.

Section 7 Site Evaluation Methods and Investigation Requirements

7.1 Site Evaluations

- A. Site evaluations are required for new or replacement OWTS.
- B. Site evaluations shall be conducted by Qualified Consultants experienced in OWTS. Qualified Consultants shall coordinate site evaluations with the Permit Authority.
- C. Site evaluations shall be conducted in accordance with regulations and Permit Authority policies.

7.2 General Site Criteria

- A. General site criteria include, but are not limited to, the following:
 - 1. Land area available for primary dispersal area
 - 2. Land area available for replacement area
 - 3. Ground Slope
 - 4. Soil Depth
 - 5. Depth to Groundwater
 - 6. Soil Percolation Rates (Tables 7.2a, 7.2b and 7.9)
 - 7. Setback Distances (Table 7.2c)
 - 8. Location of cut banks, fills, or evidence of past grading activities, natural bluffs, sharp changes in slope, soil landscape formations, rock outcrops, trees and unstable land forms within 50 feet of the dispersal and replacement areas
 - 9. Location of wells, intercept drains, streams, springs and other bodies of water on the property in question and within 100 feet on adjacent properties
 - 10. Other information may be necessary to evaluate the suitability of the proposed

OWTS

B. Altered Terrain

1. OWTS shall not be placed in areas that have been filled, excavated, ripped, plowed altered, modified, or in areas of flooding, drainage problems, or geologic instability.
2. Such areas that have been excavated, ripped, plowed, altered, and/or modified may be acceptable if the soil is stable and soil evaluation indicates characteristics acceptable for installation of an OWTS such as approved structure, texture, consistency, pore space, percolation rate.

C. Potential Land Instability

1. If the Permit Authority determines the OWTS may cause a land instability concern, a soils report, prepared at the applicant's expense, by a California licensed engineering geologist, geotechnical engineer or registered geologist shall be required.

D. Setback Requirements

1. All new and replacement OWTS shall conform to the setback distances detailed in Table 7-2a below.

7.3 Soil Profile/Groundwater/Percolation Test Notification

- A. An appointment shall be made with the Permit Authority to schedule the preliminary soil profile evaluation, percolation test and/or groundwater determination. The property owner or Qualified Consultant shall make the appointment with the Permit Authority. A Sonoma County Request for Service Form shall be filled out and the filing fee shall be submitted at this time. A copy of the Assessor's Parcel Map, one plot plan and a vicinity map shall be submitted with the Request for Service form and the parcel shall be clearly marked in the field.
- B. The Permit Authority shall be notified a minimum of 24 hours in advance to schedule (on a normal working day before 12:00 noon) of profile hole preparation, any percolation testing, backhoe excavations, ground water determination testing and/or other exploratory work that is being attempted.
- C. The Qualified Consultant is responsible to request the soil percolation test.

Table 7.2a Sewage Application/Soil Loading Rates (gal/sq ft/day)

1-3 MPI = 1.200 gal/sq ft/day	47 MPI = 0.437 gal/sq ft/day
4 MPI = 1.143 gal/sq ft/day	48 MPI = 0.430 gal/sq ft/day
5 MPI = 1.086 gal/sq ft/day	49 MPI = 0.423 gal/sq ft/day
6 MPI = 1.029 gal/sq ft/day	50 MPI = 0.417 gal/sq ft/day
7 MPI = 0.971 gal/sq ft/day	51 MPI = 0.410 gal/sq ft/day
8 MPI = 0.914 gal/sq ft/day	52 MPI = 0.403 gal/sq ft/day
9 MPI = 0.857 gal/sq ft/day	53 MPI = 0.397 gal/sq ft/day
10 MPI = 0.800 gal/sq ft/day	54 MPI = 0.390 gal/sq ft/day
11 MPI = 0.786 gal/sq ft/day	55 MPI = 0.383 gal/sq ft/day
12 MPI = 0.771 gal/sq ft/day	56 MPI = 0.377 gal/sq ft/day
13 MPI = 0.757 gal/sq ft/day	57 MPI = 0.370 gal/sq ft/day
14 MPI = 0.743 gal/sq ft/day	58 MPI = 0.363 gal/sq ft/day
15 MPI = 0.729 gal/sq ft/day	59 MPI = 0.357 gal/sq ft/day
16 MPI = 0.714 gal/sq ft/day	60 MPI = 0.350 gal/sq ft/day
17 MPI = 0.700 gal/sq ft/day	61 MPI = 0.345 gal/sq ft/day
18 MPI = 0.686 gal/sq ft/day	62 MPI = 0.340 gal/sq ft/day
19 MPI = 0.671 gal/sq ft/day	63 MPI = 0.335 gal/sq ft/day
20 MPI = 0.657 gal/sq ft/day	64 MPI = 0.330 gal/sq ft/day
21 MPI = 0.643 gal/sq ft/day	65 MPI = 0.325 gal/sq ft/day
22 MPI = 0.629 gal/sq ft/day	66 MPI = 0.320 gal/sq ft/day
23 MPI = 0.614 gal/sq ft/day	67 MPI = 0.315 gal/sq ft/day
24 MPI = 0.600 gal/sq ft/day	68 MPI = 0.310 gal/sq ft/day
25 MPI = 0.593 gal/sq ft/day	69 MPI = 0.305 gal/sq ft/day
26 MPI = 0.587 gal/sq ft/day	70 MPI = 0.300 gal/sq ft/day
27 MPI = 0.580 gal/sq ft/day	71 MPI = 0.295 gal/sq ft/day
28 MPI = 0.573 gal/sq ft/day	72 MPI = 0.290 gal/sq ft/day
29 MPI = 0.567 gal/sq ft/day	73 MPI = 0.285 gal/sq ft/day
30 MPI = 0.560 gal/sq ft/day	74 MPI = 0.280 gal/sq ft/day
31 MPI = 0.553 gal/sq ft/day	75 MPI = 0.275 gal/sq ft/day
32 MPI = 0.545 gal/sq ft/day	76 MPI = 0.270 gal/sq ft/day
33 MPI = 0.538 gal/sq ft/day	77 MPI = 0.265 gal/sq ft/day
34 MPI = 0.531 gal/sq ft/day	78 MPI = 0.260 gal/sq ft/day
35 MPI = 0.523 gal/sq ft/day	79 MPI = 0.255 gal/sq ft/day
36 MPI = 0.516 gal/sq ft/day	80 MPI = 0.250 gal/sq ft/day
37 MPI = 0.509 gal/sq ft/day	81 MPI = 0.245 gal/sq ft/day
38 MPI = 0.501 gal/sq ft/day	82 MPI = 0.240 gal/sq ft/day
39 MPI = 0.494 gal/sq ft/day	83 MPI = 0.235 gal/sq ft/day
40 MPI = 0.487 gal/sq ft/day	84 MPI = 0.230 gal/sq ft/day
41 MPI = 0.479 gal/sq ft/day	85 MPI = 0.225 gal/sq ft/day
42 MPI = 0.472 gal/sq ft/day	86 MPI = 0.220 gal/sq ft/day
43 MPI = 0.465 gal/sq ft/day	87 MPI = 0.215 gal/sq ft/day
44 MPI = 0.457 gal/sq ft/day	88 MPI = 0.210 gal/sq ft/day
45 MPI = 0.450 gal/sq ft/day	89 MPI = 0.205 gal/sq ft/day
46 MPI = 0.443 gal/sq ft/day	90-120 MPI = 0.200 gal/sq ft/day

Table 7.2b Illustrative Table for Sizing Absorption Area

Texture	Structure		Hydraulic loading (Gal/ft ² /day)	
	Shape	Grade	STE ¹	PTE ^{1,2}
Coarse sand, sand, loamy coarse sand	Single grain	Structureless	1.2	1.6
Fine sand, loamy fine sand	Single grain	Structureless	0.6	1.0
Sandy loam, loamy sand	Massive	Structureless	0.35	0.5
	Platy	Weak	0.35	0.5
	Prismatic, blocky, granular	Weak	0.5	0.75
Moderate, strong		0.8	1.0	
Loam, silt loam, sandy clay loam, fine sandy loam	Massive	Structureless		
	Platy	Weak		
	Prismatic, blocky, granular	Weak, moderate	0.5	0.75
Strong		0.8	1.0	
Sandy clay, silty clay loam, clay loam	Massive	Structureless		
	Platy	Weak, moderate, strong		
	Prismatic, blocky, granular	Weak, moderate	0.35	0.5
Strong		0.6	0.75	
Clay, silty clay	Massive	Structureless		
	Platy	Weak, moderate, strong		
	Prismatic, blocky, granular	Weak		
Moderate, strong		0.2	0.25	

- 1: STE=septic tank effluent; PTE=pre-treated effluent
- 2: Higher hydraulic loading rates for pretreated effluent may only be used when pretreatment is not used for one foot of vertical separation credit.

Table 7.2c Setback Requirements

Minimum horizontal distance required from:	Septic Tank (All Systems) (feet)	Dispersal Area (Standard)	Dispersal Area (Non Standard)
Building or structures (including driveways, parking areas and paved areas)	5	8	10
Upgradient Laterally	5	8	10
Downgradient	5	8	25
Property line and/or easements			
Upgradient	5	5	10
Laterally	5	5	10
Downgradient	5	5	25
Water supply wells and springs	50 (Note 1)	100	100
Public water Supply Wells:			
Dispersal depth <= 10 ft	50 (Note 1)	150	150
Dispersal depth > 10 ft	50 (Note 1)	200	200
Public Water Supply Surface Intake: Less than 1200 ft to OWTS Less than 2500 ft to OWTS	50 (Note 1) 50 (Note 1)	400 200	400 200
Perennially flowing streams (as measured from the edge of the waterbody's natural or levied bank)	50	100	100
Ephemeral streams (as measured from the edge of the watercourse) and ephemeral water bodies	25	50	50
Drainage ways > 18" in depth	25	50	50
Drainage ways <= 18" in depth	15	15	25
Intercept Drains – Perforated			
Upgradient	15	15	15
Laterally	25	50	50
Downgradient	25	50	50
Non-Perforated / Solid Drain Pipes			
Upgradient	5	10	10
Laterally	10	15	15
Downgradient	10	15	15
Ocean, lakes, ponds or reservoir (as measured from the high waterline)	50	100	100
Large trees	10	Considered on a case by case basis	Considered on a case by case basis
Dispersal field	5	----	----
Domestic water pipe*	5	5	5

Minimum horizontal distance required from:	Septic Tank (All Systems) (feet)	Dispersal Area (Standard) (feet)	Dispersal Area (Non Standard) (feet)
Pressure Public Water Main*	5	10	10
Distribution box	5	4	----
Fill areas	-----	15	15
Cut banks (manmade excavation of the natural terrain >3 feet), natural bluffs, sharp changes in slope. Soil or groundwater depth below dispersal area is ≥ 5 ft	25	25	25
Soil or groundwater depth below dispersal area is < 5 ft	25	50	50
Title 22 recycled water dispersal area	5	Per RWQCB requirements	Per RWQCB requirements
Swimming pools (down gradient)	5	8	25
Note 1: Septic tank and sump shall be watertight.			
Note *: Bottom of water pipe shall be ≥ 12 " above top of sewer/drain line. Water pipe placed on a solid shelf excavated at one side of the common trench with a minimum horizontal distance of ≥ 12 " (2007 CA Plumbing Code Table K-1)			

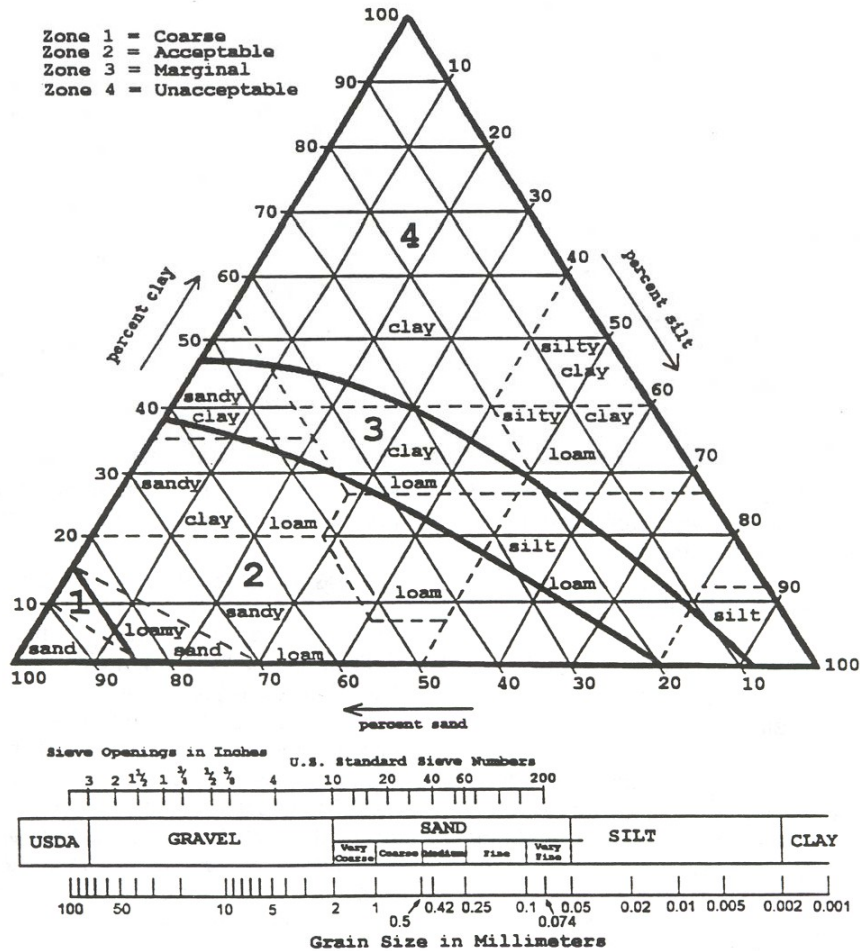
- D. The Qualified Consultant may choose to perform the soil percolation test at the same time as the soil profile evaluation. Combining of these two steps must be authorized by the Permit Authority in advance of the work.
- E. All percolation tests, groundwater determination tests, and information obtained related to the percolation test procedures shall be submitted to the Well and Septic Section within 90 days of the completion of all on-site testing. This includes any test information data or results that may not prove acceptable for sewage dispersal design (extensions may be requested on a case by case basis).

7.4 Soil Profile Evaluations

- A. Soil profile holes for the Preliminary Site Survey Soil Profile Evaluation typically are constructed prior to any soils percolation testing and/or groundwater determination tests.
 - 1. Wet weather percolation testing and/or groundwater determination tests prior to soil profile evaluations are allowed; however, the tests are considered incomplete, pending approval of the soil profile investigation.
- B. Profile holes must be adequately covered to prevent entrance if left unattended and backfilled immediately after completion of test procedures. Note: Work is permissible on sites to locate potentially acceptable areas prior to the preliminary evaluation.
- C. Soil profiles holes are for the purpose of observing soil structures, texture, formations; the presence of seasonal groundwater; impervious rock formations, etc. Profiles are essential in the evaluation of any parcel for soil suitability for private sewage dispersal systems.

- D. A minimum of two (2) soil profile holes will be excavated with a backhoe. One profile hole shall be excavated in the primary effluent dispersal area and one in the reserve replacement area shall be required to demonstrate the suitability of soil conditions. More soil profile holes may be required to demonstrate suitable soil conditions for both the primary dispersal area and the reserve replacement area if the initial two profiles show dissimilar conditions.
- E. The profile holes shall be dug to a depth of at least three feet below the proposed absorption surface (trench bottom or two feet below the basal area of a mound).
1. Soil depth is measured vertically to the point where bedrock, hardpan, impermeable soils, rock content greater than 50%, or saturated soils are encountered.
 2. For soils having less than 15% silt and clay, a minimum depth to groundwater below the leaching trench shall be five (5) feet.
 3. For soils having greater than 15% silt and clay, the minimum soil depth and depth to groundwater below the leaching trench shall be three feet.
 - a. Lesser soil depths may be granted only as a variance or for Non-Standard Alternative OWTS.
- F. Augured profile holes are an acceptable alternative only (1) where use of a backhoe is impractical because of access, (2) when necessary to verify conditions expected on the basis of prior soils investigations, or (3) when done with geologic investigations (the extracted soils shall be arranged for evaluation so that corresponding depths can be determined). Where this method is employed, three profile holes in the primary area and three in the expansion area are required, the same as percolation test hole requirements).
- G. The classification of soils into zones as shown in the USDA Soils Classification Triangle will be the primary reference on acceptability of soils for OWTS. (see Figure 7.4)
- H. The following factors are to be observed and reported from ground surface to a depth corresponding to the groundwater determination and soil percolation test requirements:
1. Thickness and coloring of soil layers, structure and texture using the United States Department of Agriculture (USDA) classification.
 2. Depth to and type of bedrock, hardpan, or impermeable soil layer.
 3. Depth to observed ground water, saturated soil layers and areas of water infiltration.
 4. Depth to soil mottling.
 5. Other prominent soil features such as structure, stoniness, roots and pores, dampness, soil boundaries, etc.

Figure 7.4 Soil Percolation Suitability Chart for OWTS



Instructions:

1. Plot texture on triangle based on percent sand, silt, and clay as determined by hydrometer analysis.
2. Adjust for coarse fragments by moving the plotted point in the 100 percent sand direction an additional 2% for each 10% (by volume) of fragments greater than 2mm in diameter.
3. Adjust for compactness of soil by moving the plotted point in the 100 percent clay direction an additional 15% for soils having a bulk-density greater than 1.7 gm/cc.

Note: For soils falling in sand, loamy sand, or sandy loam classification bulk density analysis will generally not affect suitability, and analysis is not necessary.

7.5 Groundwater Table Determination

A. General Provisions:

Groundwater table determinations are required for lands having slopes of 0 to 5% in a basin area. Groundwater determinations on lands greater than 5% slope may be required if high seasonal groundwater is suspected.

B. Groundwater Table Determination Methods

Groundwater table determination can be made by one of following methods:

1. Direct observations via backhoe pits or auger holes;
2. Direct observation via existing water wells or monitoring wells;
3. Indirect observation via soil mottling; or
4. Compilation of approved readings or observations from any of the first three methods from adjacent or neighboring parcels and/or projects.
5. Other alternate methods as approved by the Permit Authority.

C. Direct Groundwater Table Determination Calendar

1. Direct groundwater table determinations shall be conducted between January 1 and March 1, after having received 50% of the average seasonal rainfall for each defined geographic area, as listed in Table 7.5 and depicted in Map 7.5, and within 10 days of receipt of 0.8 inch or more of rainfall within a 48-hour period as reported by the officially recognized reporting stations as published in the Press Democrat.
2. Time extensions for direct groundwater table determinations may be authorized by the Permit Authority based on extended periods of rainfall before January 1 and/or after March 1.

D. Direct Groundwater Table Observation Construction Methods

1. Backhoe excavated profile holes shall remain open a minimum of 24 hours, adequately supervised or barricaded until observed by the Permit Authority.
2. An alternative to leaving the holes open for 24 hours, is to insert a perforated pipe in the hole and place native backfill around the pipe (the backfill may not be compacted).

3. Another acceptable alternative is to hand dig or bore a hole to at least 36 inches below the proposed percolation test depth, insert a perforated pipe, and fill the annular space with gravel covered with two feet of native soil. This hole may then be used to monitor groundwater levels 24 or more hours later. Note: Additional holes at lesser depths to augment the data or prove multiple water table depths are encouraged, as is recordation of water levels throughout the wet-weather period.
4. Groundwater holes shall be protected to prevent sheet flow runoff, rainfall or other sources of non-groundwater from entering the observation hole.
5. The minimum depth to the anticipated highest level of groundwater that occurs over an extended period of time below the bottom of the leaching trench shall be determined according to soil texture and percolation rate. Where groundwater is determined to be non-usable, e.g. cannot reasonably be expected to be used for withdrawal and beneficial use due to quantity and/or quality, a minimum depth to groundwater of three feet below the leaching trench bottom may be permitted without need for a variance, if soils contain greater than 15% silt and clay as demonstrated by hydrometer analysis, or soils having a percolation rate slower than 5 mpi. This depth may be waived to no less than two feet if variance is justified or for an approved Non-Standard System.

E. Direct Groundwater Table Determination

1. The observation hole shall remain in place and undisturbed for a minimum of 24 hours to allow infiltration of groundwater.
2. Qualified Consultant shall measure and record the depth to groundwater from the undisturbed or pre-existing ground surface.
3. The observation hole(s) shall be labeled and labelling shall be consistent with associated map(s) and/or submittals to the Permit Authority.

F. Indirect Groundwater Table Determination Method

1. Soil mottling observations may be utilized as an alternative to direct wet-weather groundwater table determinations in the following circumstances.
 - a. Replacement dispersal systems.
 - b. Soil characteristics, primarily the presence of iron and/or manganese, that lend themselves to redoximorphic processes.
 - c. Soil sampling shall be required if soil mottling is not observable to both the Qualified Consultant and Permit Authority staff.
 - d. Existing, legally established parcels.

2. Soil mottling observations shall not be utilized for properties with failed or canceled groundwater determinations on file.
3. A soil profile evaluation of sufficient means to determine the observable depth of soil mottling is required for this procedure.
4. Soil mottling shall be observed by the Qualified Consultant and Permit Authority. The field procedure will be similar to a Pre-Perc where the Qualified Consultant shall schedule a time to meet onsite with the Permit Authority and shall coordinate the excavation and backfilling of soil profile pits.

G. Compilation Method

The compilation method may be used provided the following criteria are met:

1. Soil profile readings or observations are within 500 feet of the proposed OWTS; and,
2. Area conditions lend themselves towards using off-site data or data not directly associated with the proposed OWTS. Area conditions include, but are not limited to, topography, slope, geology, geography, cut banks, natural bluffs, rock outcrops, landslides, springs, streams, roads; and,
3. Soil profile readings or observations were made by both a Qualified Consultant and the Permit Authority within the past three years; and,
4. Soil profile readings or observations have been submitted and approved by the Permit Authority.

H. Conflicts Between Methods

Where a conflict in the above methods exists, the Permit Authority shall decide the appropriate method. Considerations shall include soil characteristics, rainfall and/or drought conditions, historical records and written reports.

- I. Table 7.5, below, presents fifty percent (50%) of the average annual rainfall by Wet Weather Zone.

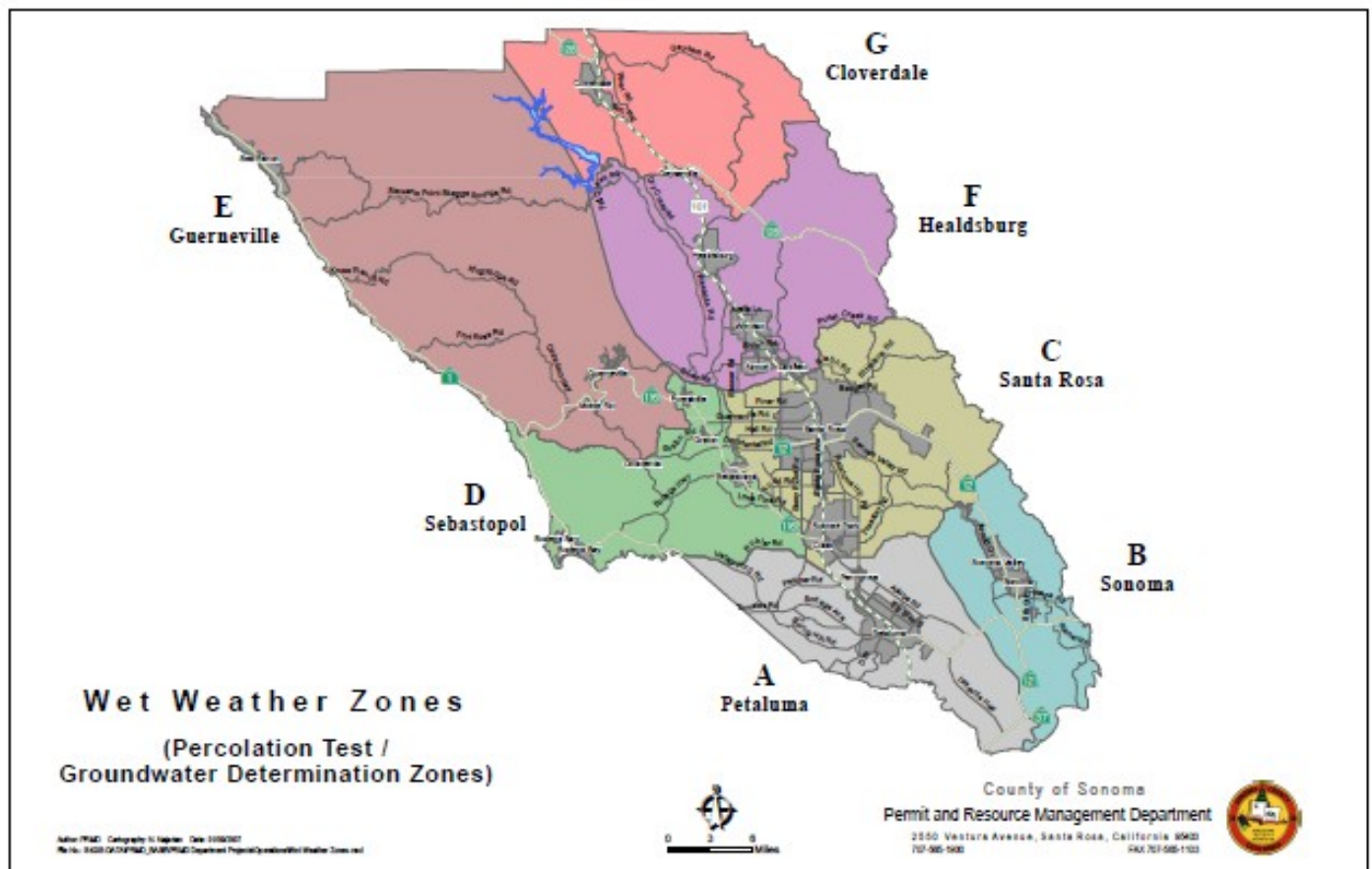
Table 7.5

50% of Average Annual Rainfall by Zone

Wet Weather Zone	50% of Annual Rainfall
Petaluma (Area A)	12.5 inches
Sonoma (Area B)	15 inches
Santa Rosa (Area C)	15 inches
Sebastopol (Area D)	17.5 inches
Guerneville (Area E)	25 inches
Healdsburg (Area F)	20 inches
Cloverdale (Area G)	20 inches

J. Map 7.5, below, shows the Wet Weather / Groundwater Determination Zones.

Map 7.5 Wet Weather/Groundwater Determination Zones



7.6 Percolation Test Suitability

- A. Site suitability for effluent dispersal for an undeveloped parcel shall be determined by a percolation test. Site suitability for effluent dispersal for a developed parcel shall be determined by a percolation test or soil analysis.
- B. Private sewage dispersal sites require a minimum of six or more holes spaced uniformly throughout the area chosen for the proposed leaching field and leaching field expansion area.
- C. The location of test holes must take into consideration the minimum distances which will govern construction of an OWTS.
- D. Additional requirements, determined on an individual basis, may be required for specially designed or non-standard on-site sewage dispersal systems when permitted.

7.7 Percolation Test Hole Construction

- A. Percolation test hole construction requirements are as follows
 - 1. Dig or bore holes four, six or eight inches in diameter, to the vertical depth of the proposed trench and at least 12 inches below any proposed effluent pipe (refer to Tables 7.8a and b and Figures 7.8a and b).
 - 2. After holes are dug, remove all loose material possible after carefully scraping the bottom and sides to remove any smeared soil surfaces. Add clean pea-gravel (maximum of 1 inch) to stabilize the hole, insert a perforated pipe (3 or 4 inch diameter) and place pea-gravel around exterior of pipe at least 12 inches, or up to ground surface. At the bottom of any backhoe excavations used, a secondary 6 or 8 inch diameter hole is to be bored to the depth of the proposed trench in *undisturbed* soil, providing that the depth shall not be less than 12". Do not back fill soil around pipe in backhoe holes. Measure and record the length of the pipe on the report form.

Table 7.8a

Percolation Test Hole Depth Requirements (Standard OWTS)

Standard OWTS Slope at Hole	Standard OWTS Depth of Holes
Standard 0-12.5% ¹	30" (Minimum)
Standard 12.5%-30% ¹	36" (Minimum)
Filled Land (0-20%)	24"
Shallow Sloping (12.5-30%)	36"
¹ Deeper percolation testing may be required if there is dissimilar soil types below the bottom of the trench.	

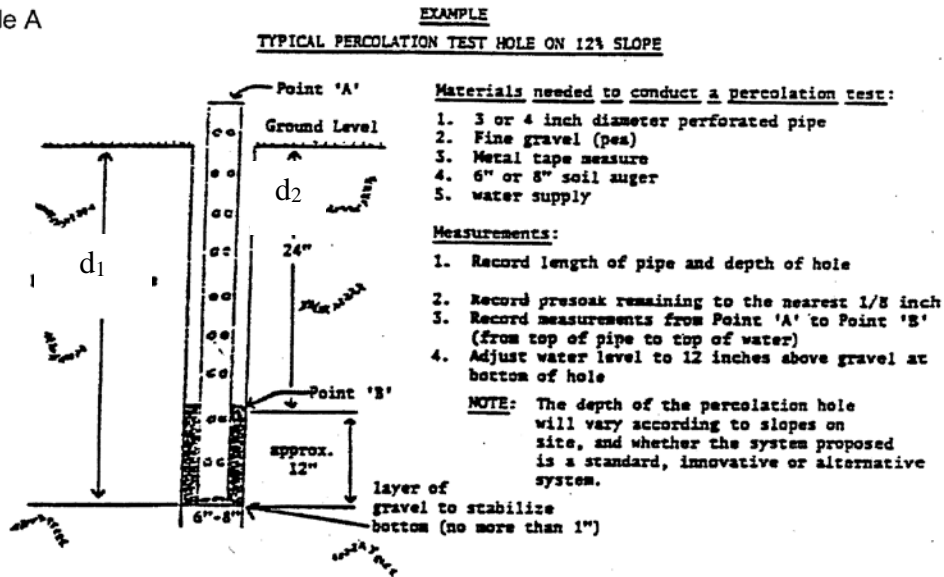
Table 7.8b

Percolation Test Hole Depth Requirements (Non-Standard OWTS)

Non-Standard OWTS Slope at Hole	Non-Standard OWTS Depth of Holes
Mound (0-20%)	24" (Minimum)
STPD (0-20%)	24" (Minimum)
STPD (20-25%)	30" (Minimum)
STPD (25-30%)	36" (Minimum)
STPD (up to 30%)	60" (Maximum)
At-Grade	12, 24, and 36"
Drip Dispersal	6-12" and 24" below pipe depth
Shallow In Ground	10-14" and 24" below pipe depth
Gravel-less Pressurized Dispersal Channel (GPDC)	10-14" and 24" below pipe depth

Figure 7.8a Percolation Test Hole Requirements

Example A



Example B

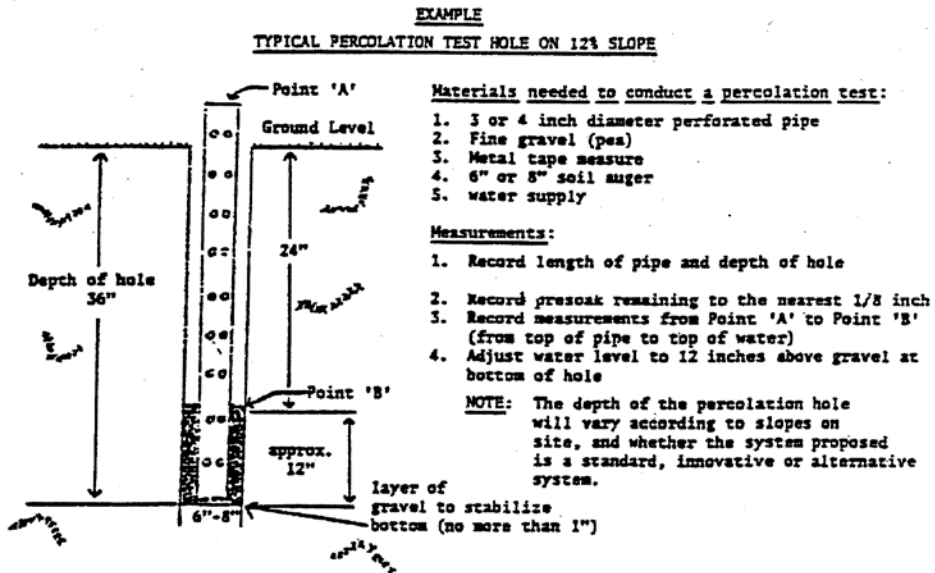
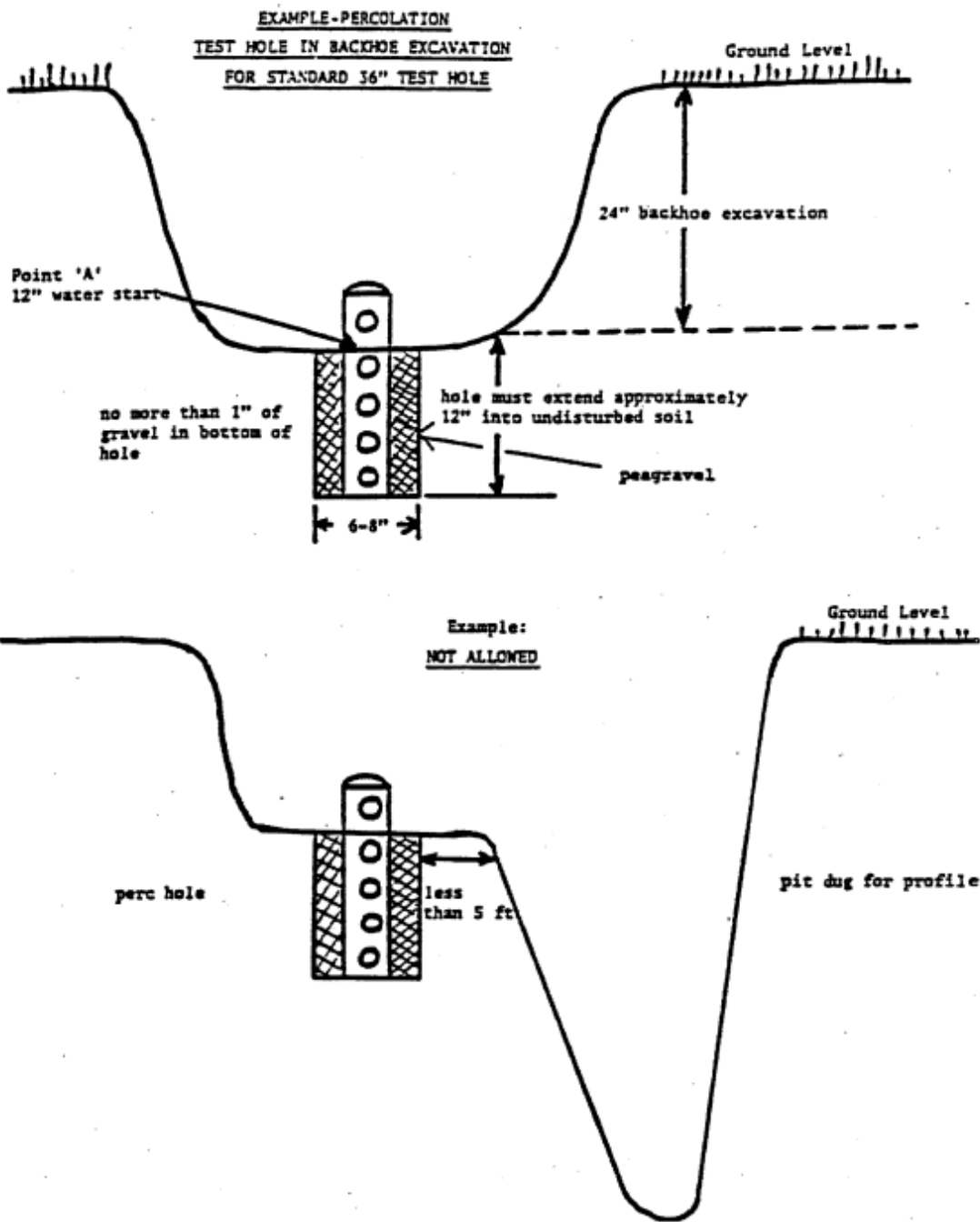


Figure 7.8b Percolation Test Hole



7.8 Percolation Test Procedures

- A. Presoak on the day prior to conducting the tests, fill the holes completely with clear water to which no substances have been added and refill at least four (4) times. An alternate procedure is a continuous 12-hour presoaking employing a reservoir and continuous head device. Presoaking for wet-weather tests is not necessary if the tests are performed during the 10 day period in which wet-weather groundwater determinations are allowed.
- B. Percolation Rate Measurements Percolation-rate measurements shall be made on the day following the presoaking of test holes.
1. When water remains from presoaking, record the inches of water remaining on the report form and adjust the water level to 12 inches over the gravel base. Measurements are then taken from a fixed point at the top of the pipe to the top of the water and like measurements taken each hour for six hours. Record measurements accurately, vertically, and to the nearest 1/8 inch.
 2. When no water remains from presoaking, gently add clear water to the hole to a depth of 12 inches over the gravel base. Measure the drop in the water level from a fixed point at the top of the pipe to the top of the water each hour for six hours. Additional water may be added to 12 inches above the gravel when the hole is empty, or after any reading that indicates the water is less than 2 inches above the gravel. Record the new water elevation and continue measurements for duration of initial six-hour test. Record measurements to the nearest 1/8 inch.
 3. When hole is dry before the first 60 minutes upon start of test measurements, add clear water to 12 inches over the gravel base and take measurements every ten minutes for two hours. The 12 inches of water is to be replaced at any time the hole is empty or the water depth is less than 2 inches.

7.9 Percolation Rate Interpretation

- A. An average stabilized percolation rate of at least one inch per hour is required for the installation of a standard OWTS. Stabilized rates slower than one inch per hour or less than one minute per inch may be considered for inclusion within the Experimental or Alternative Non-Standard OWTS Program (Sections 12 and 13). Refer to Table 7.2a.
- B. The drop in the water level that occurs between the fifth and sixth measurements on six-hour tests is considered to be the stabilized percolation rate. The drop in water

level that occurs between the eleventh and twelfth measurements is considered to be the stabilized rate for the two-hour test. The readings during prior periods provide information for modification of the interpretation of the average stabilized percolation rate. Prior readings will be evaluated where refilling of test holes has occurred in the last two hours of the test or when rates show significant inconsistency during the course of the tests.

- C. Average percolation rates less than 5 minutes per inch will require that a soil texture analysis (hydrometer method) be performed to determine the necessary clearance from proposed trench bottom to elevated seasonal water table, unless well logs demonstrate the distance to water table to be 40 feet or greater. If soil texture analysis is performed, required clearance to water table shall be as specified in Section 7.5.
- D. An average Percolation rate less than one minute per inch (<1mpi) is not suitable for the installation of an OWTS with the exception of a pretreatment and disinfection to a drip system.

Table 7.10
Percolation Rate Conversion Chart

Inches per Hour	Rate Min per Inch	Inches per Hour	Rate Min per Inch
1/8	480	2 3/4	22
1/4	240	3	20
3/8	160	3 1/4	18
1/2	120	3 1/2	17
5/8	96	3 3/4	16
3/4	80	4	15
7/8	69	5	12
1	60	6	10
1 1/8	53	7	9
1 1/4	48	8	8
1 3/8	44	9	7
1 1/2	40	10	6
1 5/8	37	12	5
1 3/4	34	15	4
1 7/8	32	20	3
2	30	39	2
2 1/4	27	60	1
2 1/2	24		

7.10 Wet Weather Percolation Tests

- A. If a soil is determined to be within Zones 3 and 4 of the soils suitability chart, “wet weather” percolation testing is automatically required, unless Plasticity Index is less than 20 (ASTM D 4318-84). (See Figure 7.4 soil suitability chart.)
- B. Wet-Weather soils percolation tests are percolation tests conducted between January 1 and March 1 after having received 50% of actual seasonal rainfall for each defined geographic area. (See Section 7.5, Table 7.5 and, Map 7.5).
- C. Extensions beyond the time limits of the above criteria may be made by the Engineering Program Manager of the Permit Authority based on an evaluation of rainfall and groundwater monitoring and within the parameters of this section. Extensions beyond April 30 are not allowed.
- D. Presoaking for wet-weather tests is not necessary if the tests are performed during the 10-day period in which wet-weather groundwater determinations are allowed.

7.11 Percolation Test Submittal of Results

- A. Percolation test information shall be submitted within 90 days to the Permit Authority on the County form provided for all tests conducted including preliminary tests, failing holes and exploratory holes which were not tested.
- B. All percolation test records submitted for approval of a site must be complete and shall include a written evaluation attesting to the validity of all tests by a Registered Civil Engineer, Registered Geologist, Soil Scientist or Registered Environmental Health Specialist experienced in on-site sewage dispersal systems. Records and evaluations submitted are to include at a minimum:
 - 1. Data on all excavations, including failing holes and exploration holes within a 100-foot radius of the proposed septic area which were not tested.
 - 2. Size of land area available for primary dispersal system and required replacement area, including a scaled plot plan showing the location of test holes dimensioned to property lines and delineating the area for the dispersal fields as calculated from the established percolation rate.
 - 3. Accurate ground slope in the primary and expansion dispersal field, and areas within 50 feet.

4. Location of cut banks, natural bluffs and sharp changes in slope within 50 feet of the primary and expansion field.
5. Location of wells, springs, intercept drains, streams and other bodies of water on the property and within 150 feet of primary and expansion areas.
6. Location of existing houses, structures, rock outcrops and large trees in the area of the test.
7. Depth to groundwater when required, per Section 7.5.
8. Special area standards.
9. The person verifying the validity of the tests must describe the soils encountered in the profile holes as outlined in Section 7.4, as well as attest to the fact that required presoak was performed, that the test was set up in accordance with County standards, that he/she personally observed the site and a portion of the tests, and that it is a true and accurate indication of the suitability of the site for on-site sewage dispersal as measured by the standards of the Permitting Authority and the County of Sonoma.

Section 8 Criteria for OWTS Components

8.1 Septic Tank Requirements

- A. These requirements shall apply to all septic tanks in new OWTS and replacement systems.
1. Septic tanks shall be International Association of Plumbing and Mechanical Officials (IAPMO) approved. Septic tanks shall be sealed with an approved sealant so it is watertight. Wood septic tanks and metal septic tanks are prohibited.
 2. Septic tanks shall have at least two compartments separated by a baffle or equivalent arrangement. The inlet compartment shall have a capacity of not less than 2/3 the total volume.
 3. An inlet tee and outlet tee is required.
 4. Each compartment of the septic tank shall have access provided by a manhole having not less than 24 inches in minimum dimensions with a close fitting manhole cover equipped with a durable handle to facilitate removal.
 5. A clean-out to finished grade shall be provided between the structure and the septic tank.
 6. Each compartment shall be provided with a riser extended from each manhole cover to the surface of the ground so as to facilitate inspection and maintenance of the septic tank. The riser shall be of equal size or larger than the manhole cover and shall be constructed of durable material. All joints shall be properly sealed with a sealant and/or an interlocking mechanism approved by the Permit Authority.
 7. A corrosion-resistant, NSF rated effluent filter approved by the Permit Authority, capable of screening solids in excess of 3/16 of an inch in diameter, shall be provided in the outlet tee.
 8. All connections from building to septic tank must conform to construction standards per the approved County Code requirements.

8.2 Septic Tank Sizing

- A. The minimum liquid capacity of any septic tank installed shall be 750 gallons. Septic tanks to serve single family dwellings shall be sized on the number of bedrooms in the dwelling. The septic tank size for commercial OWTS shall be based on the peak daily sewage flow.
- B. Minimum required septic tank sizing is shown in Table 8.2.

**Table 8.2
Septic Tank Capacity**

For residential uses, the size of septic tank is determined by the number of bedrooms as shown:	
Bedrooms	Tank Capacity (gallons) Pre-Cast Tank
1-2	750
3	1000
4	1200
5-6	1500
Additional Bedrooms	250 per bedroom
For commercial uses, the minimum size of the septic tank must be based on the formula:	
V (net volume in gallons) = 1,125 + 0.75 *Q (daily wastewater flow in gallons)	

8.3 Sump & Pump System

- A. A pump system can be a supplement to an OWTS. A pump in a standard system is utilized to enable the installation of a dispersal field up-slope of the structure to be served. The effluent at the higher elevation is distributed to the dispersal field by gravity flow.
- B. A pump system is a major feature in an alternative OWTS that allows intermittent balanced dosing or pressurizing of effluent in the dispersal system. Any sump and pump must be designed, inspected and hydraulically tested for proper operation by the designer and Permit Authority staff prior to final approval of the installation.

8.4 Sump & Pump Requirements

- A. Sewage effluent sump and pump general requirements area as follows:
 - 1. Specifications for the sump and pump, including the pump performance curve, must be submitted with the design for the OWTS.
 - 2. Design information shall include the following:
 - a. Relative elevations of the pump and dispersal field pipe;
 - b. Total dynamic head loss through the effluent piping and valves;
 - c. Pump run times; and
 - d. Design flow rate (gpm).
 - 3. All sump pump systems and distribution systems must be inspected and hydraulically tested for proper operation by the designer and Permit Authority staff prior to final approval of the installation and occupancy of the structure.
- B. Required features of the sump are as follows:
 - 1. The minimum working capacity of all sumps is 300 gallons, including:
 - a. The design dose volume.

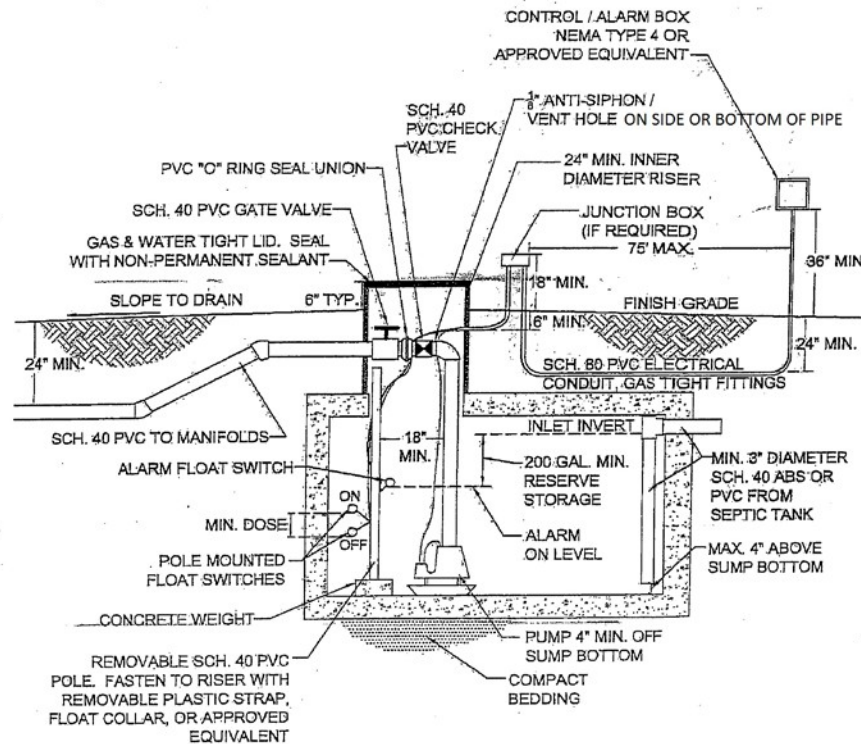
- b. A minimum 200-gallon additional storage capacity between the high water alarm and inlet.
 - c. The minimum working capacity of sumps for non-standard OWTS is 500 gallons or three (3) times the designed dose, whichever is greater.
 - d. Alternative configurations may be approved for systems utilizing pretreatment and repairs if justified by the designer.
2. Concrete tanks shall be a monolithic casting or joints sealed with appropriate sealants.
 - a. Concrete tanks shall be made of sulfate-resisting cement, Specification C 150, Type II or highly sulfate-resisting cement, Specification C 150, Type V or coated with an asphalt emulsion or equivalent on the inside.
 - b. The coated interior shall be allowed to dry for at least 24 hours.
 - c. Asphalt emulsion or tar shall not be used as joint sealants.
 3. Sump tanks shall be constructed of solid durable materials, which are not subject to excessive corrosion and degradation in the presence of domestic sewage and shall be watertight.
 - a. They shall meet the IAPMO construction standards for septic tanks of the said material (glass-fiber-reinforced polyester, polyethylene, synthetic fiber reinforced).
 - b. Wood and/or metal tanks are not allowed.
 4. All sumps shall have a riser that extends to at least 2 inches above the finished grade.
 - a. Risers shall be sealed watertight to the sump chamber with materials suited for the specific application.
 - b. Wood risers are not allowed.
 - c. Risers and lids in traffic areas shall be traffic rated and may be flush with the ground elevation.
 5. All pipes and/or electrical conduits entering the sump tank or riser shall be sealed to make the passage gas and water tight.
 - a. If the pipes and/or electrical conduits enter a synthetic tank or plastic riser, rubber grommets shall be used
 - b. Non-shrink grouts should be used with concrete tanks or risers.
 6. Sumps on downhill runs shall be placed within 30 feet of the leach field, unless greater distances are allowed. When practical, sumps shall be located at a lower elevation than the leach field.
 - a. The sump tank location must be accessible for a septic tank pumper to pump the tank.
 7. A pre-screening device or filter capable of screening solids in minimum 3/16 inches size shall be installed in the septic tank or sump chamber to assist in preventing suspended solids from reaching the pump.

8. Wastewater shall exit the sump only through pump and pressure lines. Gravity overflows are prohibited.

C. Required features of the pump are as follows:

1. Float controls for the pump and audio/visual alarm shall be mounted to a Schedule 40 PVC pole, mounted inside a pump chamber, which can be removed for maintenance. See Figure 8.4a.

Figure 8.4a Sump Detail



SUMP DETAIL
(NOT TO SCALE)

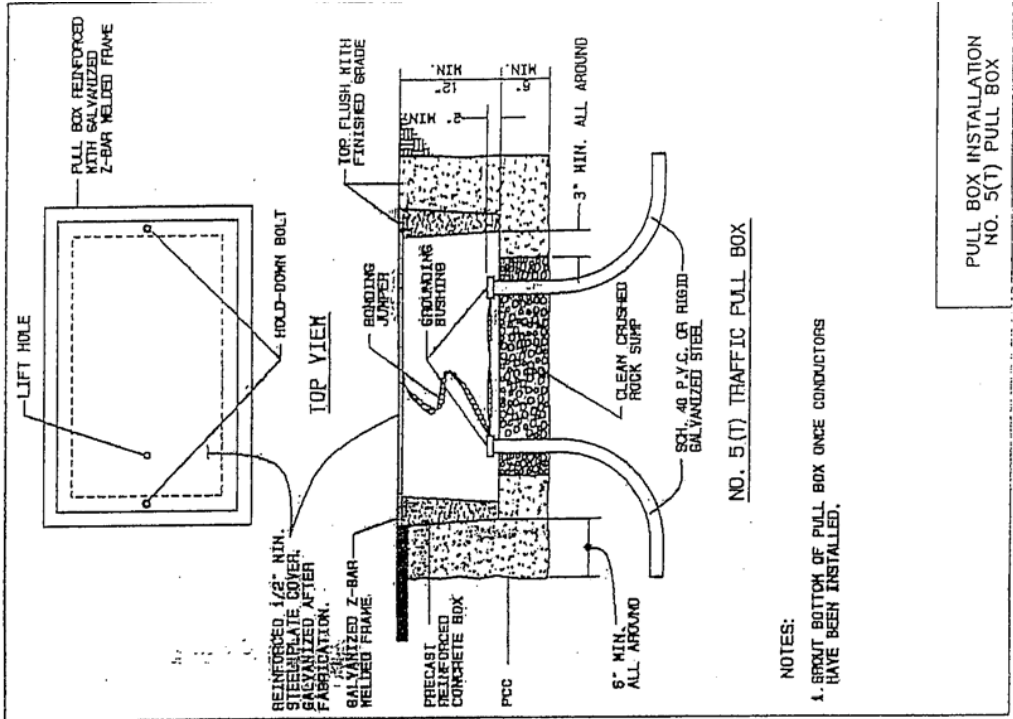
2. Control floats shall be attached to the PVC pole by plastic tie straps or plastic float collars.
 - a. Stainless steel straps will not be accepted.
3. The pump shall be mounted a minimum of 4 inches above the bottom of the sump chamber.
 - a. If applicable, non-corrosive materials shall be used to support the pump.
4. For the situations where a pump must be installed in the second chamber of the septic tank, the pump shall be placed in a screened pump vault within the second chamber.
 - a. Microdosing shall be required to minimize swings in the liquid level.

D. Required electrical features are as follows

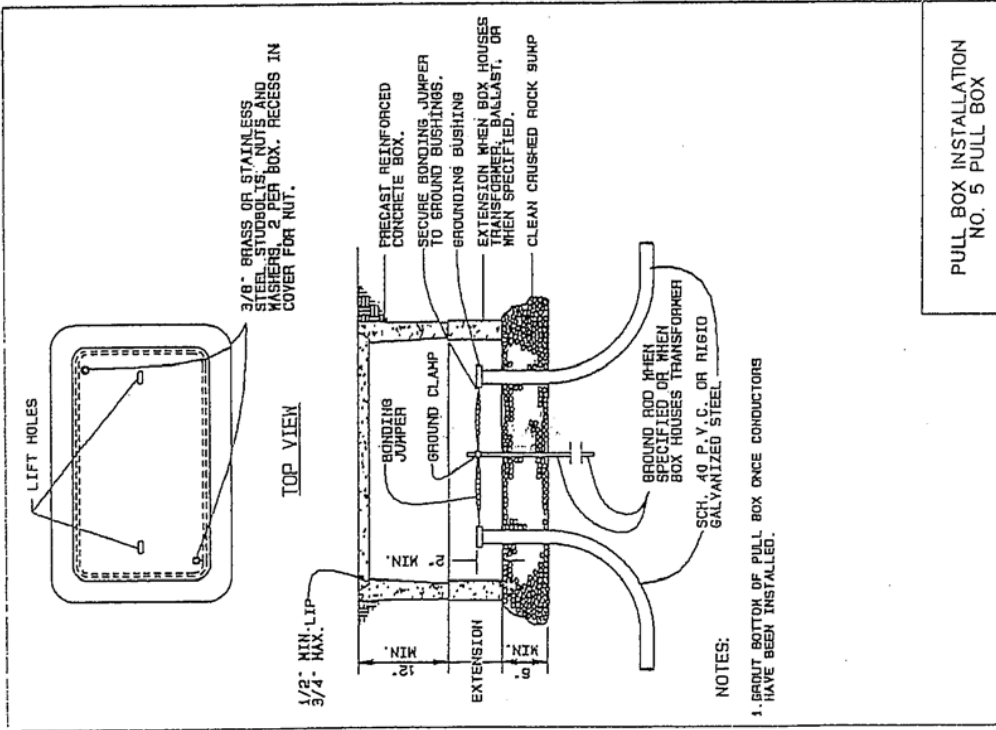
1. All materials, connections, and specifications shall meet the California Electric Code.
 - a. In all cases in which a sump with a pump is used for an OWTS, the contractor/owner shall obtain an electrical permit from Permit Authority or City Building Department having jurisdiction.
 - b. The Permit Authority shall be responsible for inspection and approval of all electrical code requirements.
 - c. Disconnecting means (control panel or disconnecting switch) shall be located in sight from the pump location per the County adopted electrical code.
2. The alarm shall be equipped with:
 - a. A loud (87 decibels at a 10-foot minimum horizontal distance from the alarm location) audio alarm operated by a float switch(s) to indicate an "alarm" situation.
 - b. A minimum sized 7/8-inch diameter red light shall be mounted on the face of the panel, which shall glow as long as the "alarm" condition exists.
 - c. A momentary "alarm test/alarm silence" switch to test the alarm light and horn to simulate an "alarm" condition and to silence the audio alarm horn.
3. An approved listed model or type of float switch shall be used to activate each pump. The alarm/control panel shall be equipped with a motor contactor for the pump and a pump hand/off/automatic switch to manually run the pump bypassing the control panel automatic mode and to test the alarm.
4. Power supply to each circuit breaker in the control panel shall be from a separate dedicated circuit with circuit protection, of equivalent or higher amperage rating, at the power supply panel.
 - a. The alarm/control panel shall be equipped internally with separate circuit protection for the control and pump circuitry.

- i. Multiplex (more than one pump) systems shall have separate power supply circuits.
 - ii. Separate circuits are required for controls and each pump.
 - iii. Joint circuits may be acceptable for existing sump/pump systems that were installed prior to this requirement if fused pursuant to the current Electrical Code.
 - b. Pump protection shall be provided by a thermal magnetic circuit breaker for overload protection.
 - i. If the pump is single-phase, the motor windings shall have internal thermal overload protection.
 - ii. If the pump is three-phase, the circuit protection in the alarm/control box shall be equipped with an adjustable thermal overload protection.
5. Below grade electrical splices shall be placed in a Sonoma County approved pull box installation or a Sonoma County approved external splice box with waterproof splice connectors.
 - a. Traffic-rated pull boxes shall be used in traffic and adjacent areas. See Figure 8.4b.
6. Electrical non-metallic splice boxes may be placed within the sump chamber for existing sump/pump systems that were installed prior to this requirement. They shall be gas-tight boxes with waterproof splice connectors.
7. The pump power lead and the float switch control wires may run in a common conduit. High voltage and low voltage conductors shall be run in separate conduits.
 - a. All cords going into the sump shall be individually sealed with non-metallic gas tight fittings in either the riser, junction box or alarm/control panel as appropriate.
 - b. Metallic gas tight fittings are not allowed.
 - c. All exposed PVC conduit shall be Schedule 80.
8. The control panel and its contents shall be UL listed.
 - a. The control panel shall be placed in an easily accessible location.
 - b. A non-resettable dose counter shall be installed in control boxes utilized for non-standard OWTS.
 - c. If a dose counter is not provided, a non-resettable flow meter shall be provided on the outgoing line to the dispersal field. Additionally, systems with flush modes shall be equipped with a flow meter on the return line. The flow meter shall read in gallons per minute and total gallons.
 - d. The control panel shall be equipped so settings can be adjusted manually on-site.
 - e. Control boxes that must be opened to view the dose counter shall be equipped with a clear plastic or Pyrex safety shield inside the control box.
 - f. The control box shall be labeled "Caution-Electrical Hazard."
 - g. The dose settings (time or gallons), calculated dose volume and float settings shall be posted on the inside of the panel.

Figure 8.4b Sump and Pump Requirements



PULL BOX INSTALLATION NO. 5(T) PULL BOX



PULL BOX INSTALLATION NO. 5 PULL BOX

9. All exterior mounted alarm and controller enclosure shall be NEMA Type 4. If the alarm/controller is mounted more than 75 feet from any residence or commercial structure served by the system, a separate audible/visible alarm shall be provided at the primary structure connected to the OWTS.
 - a. The enclosure for the remote and audio/visual alarm shall be NEMA Type 1 if mounted indoors.

E. Required features of sewage piping are as follows:

1. The effluent line entering the sump shall be minimum three (3) inch diameter ABS Sch 40 or PVC Sch 40, and shall be sealed with a coupling integrally cast into the tank, a properly fit neoprene grommet or with non-shrink grout as appropriate.
 - a. The effluent line shall be turned down with a sanitary tee fitting and drop that extend to within four (4) inches of the tank floor.
3. Minimum 1 inch PVC Schedule 40 from pump to dispersal field is required with:
 - a. A 1/8-inch diameter anti-siphon and air vent hole located between the pump and check valve angled down and away from the floats;
 - b. PVC check valve;
 - c. PVC gate or ball valve and union(s).
4. Brass type fittings, valves, and piping are prohibited in sump chambers.
5. High points in the transmission line after the sump may require an "air relief valve" depending on the design situation.

8.5 Alternating Leach Fields

- A. Alternating leach fields are required for OWTS of greater than 500 lineal feet of leach line.
- B. An approved diversion valve, or dosing tank with pump(s), is required for alternating leach fields.
- C. Each primary field shall be equal to 75% of the primary leach field lineal requirement.

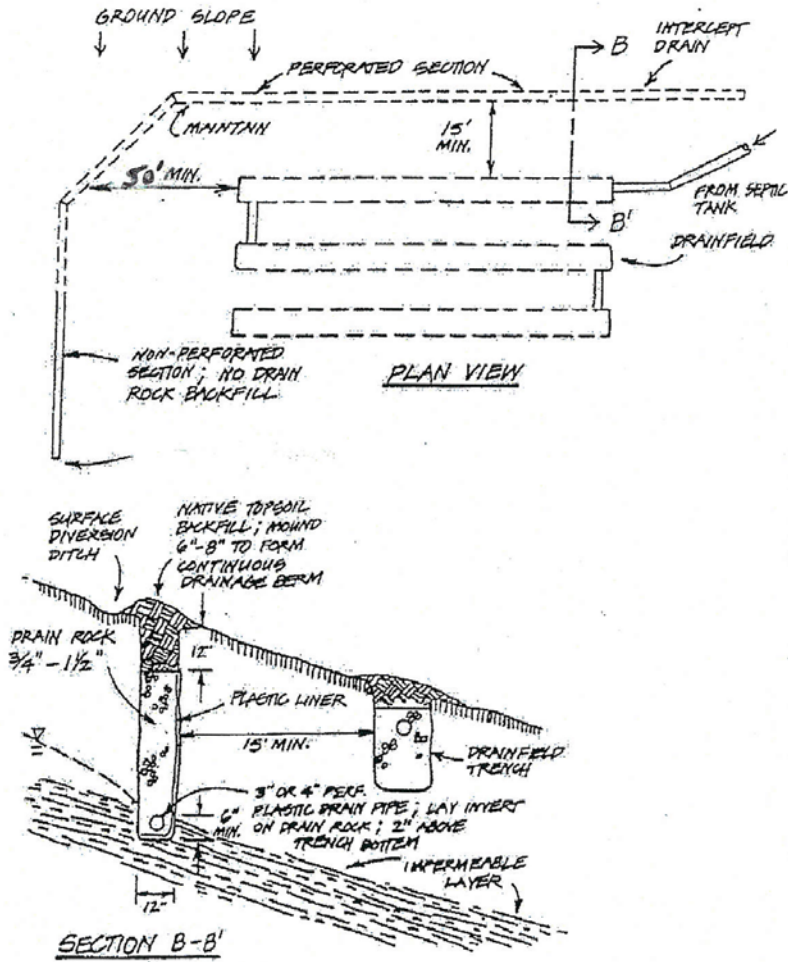
- D. For installations of from 500 to 1000 lineal feet of leach line, the dosing requirement may be satisfied by any one of the following approaches:
1. Dosing tank with a pump which discharges the tank once every 3 or 4 hours.
 2. Alternating leach fields with an approved diversion valve.
 3. Two (2) or more septic tank / leach field systems, with neither system exceeding 500 lineal feet of leach line.
- E. For installations of greater than 1000 lineal feet of leach line, the dosing requirement may be satisfied by any of the following approaches:
1. Dosing tank with two (2) pumps dosing alternately and each serving one half ($\frac{1}{2}$) of the leach field.
 2. Three (3) or more septic tank/leach field systems, with no system exceeding 500 lineal feet.

8.6 Intercept Drains

- A. The design of the intercept drain is dependent on the size of the contributing drainage area, the amount of water that must be removed, the soil's hydraulic properties, and the available slope of the site. The use of intercept drains to lower the level of perched groundwater in the immediate dispersal field area shall be acceptable only under the following conditions:
1. The design plan shall be signed and stamped by a Qualified Consultant.
 2. Natural ground slope is greater than five (5) percent.
 3. Site investigations indicate groundwater to be perched on bedrock, hardpan, or an impermeable soil layer.
 4. The intercept drain extends from ground surface into bedrock, hardpan, or impermeable soil layer.
 5. A trench width of a minimum of one (1) foot.
 6. The upslope side of the trench shall be lined with a geotextile filter fabric.
 7. The down slope side of the trench shall be lined with 10 - 12mm polyethylene sheeting.

8. The drain rock shall be 3/4inch to 2-inch diameter in size and washed, contain less than one percent fines (sand, very fine silt, and clay) and extend from trench bottom to within 6 to 12 inches of grade and backfilled to grade with native soil.
 9. The collection pipe shall consist of 4-inch diameter perforated drain pipe, oriented with holes down and installed on top of the drain rock, approximately 2 to 4 inches above trench bottom.
 10. The outlet pipe shall consist of a minimum 4-inch solid (non-perforated) drain pipe at the point of discharge with placement of rip rap and be maintained free and clear.
 11. The trench and pipe shall be sloped for gravity flow at a minimum 1% gradient throughout the trench and extending to the outlet point.
 12. Cleanouts to grade are required
 - a. At the upslope end of the drain;
 - b. At bends of 45 degrees or greater;
 - c. At least every 100 feet along the length of the drain.
- B. The perforated section of an intercept drain shall not be located less than 15 feet upgradient nor 25 feet laterally or 25 feet downgradient of a septic tank. The perforated section of an intercept drain shall not be located less than 15 feet upgradient nor 50 feet laterally or 50 feet downgradient of a dispersal area or non-standard system.
- C. The non-perforated or solid section of a drain pipe shall not be located less than 5 feet upgradient nor 10 feet laterally or 10 feet downgradient of a septic tank. The non-perforated section or solid section of drain pipe shall not be located less than 10 feet upgradient nor 15 feet laterally or 15 feet downgradient of a dispersal area or non-standard system.
- D. Where all of the above conditions cannot be met, actual performance of the intercept drain shall be demonstrated prior to approval for an OWTS permit.
- E. Interceptor drains are required and shall be installed according to Section 18A.b and c (West Petaluma Variance Prohibition Special Standards Area).

Figure 8.6 Interceptor Drain



8.7 Stream and Driveway Crossings

- A. All pipe used within the watercourse setbacks or under a driveway must be PVC Schedule 40 or other approved material.
- B. All effluent transmission pipes used for stream crossings must be pressure tested at the time of installation and prior to final inspection. Pressure testing shall be conducted in accordance with the most current version of the Sonoma County Water System Standards, Section 8, Inspection and Testing (including record drawings).
 - 1. Buried pipe must have a minimum of four (4) feet of cover over the portion of the pipe under the center line of the stream.
 - a. This may be reduced to one (1) foot if the portion of the pipe under the stream banks is encased (sleeved) in ABS Schedule 40, PVC, cast iron, or concrete pipe extending a minimum of 25 feet beyond the high water elevation mark on both sides of the stream.
 - 2. Pipe must be encased (sleeved) with cast iron or well casing whenever it is exposed or above the stream.
 - a. Pipe must be one foot above the 100 year flood elevation.
 - b. Pipe must be either covered with fill over a culvert or hung by approved hangers every four (4) feet from an appropriate supporting structure as specified in the California Plumbing Code.
- C. All effluent transmission pipes used for driveway crossings must have a minimum of one (1) foot of native cover over the pipe and encased (sleeved) with ABS Schedule 40, PVC, cast iron, or concrete pipe extending a minimum of five (5) feet beyond the driveway edges.

Section 9 Criteria for Standard OWTS

9.1 Standard OWTS

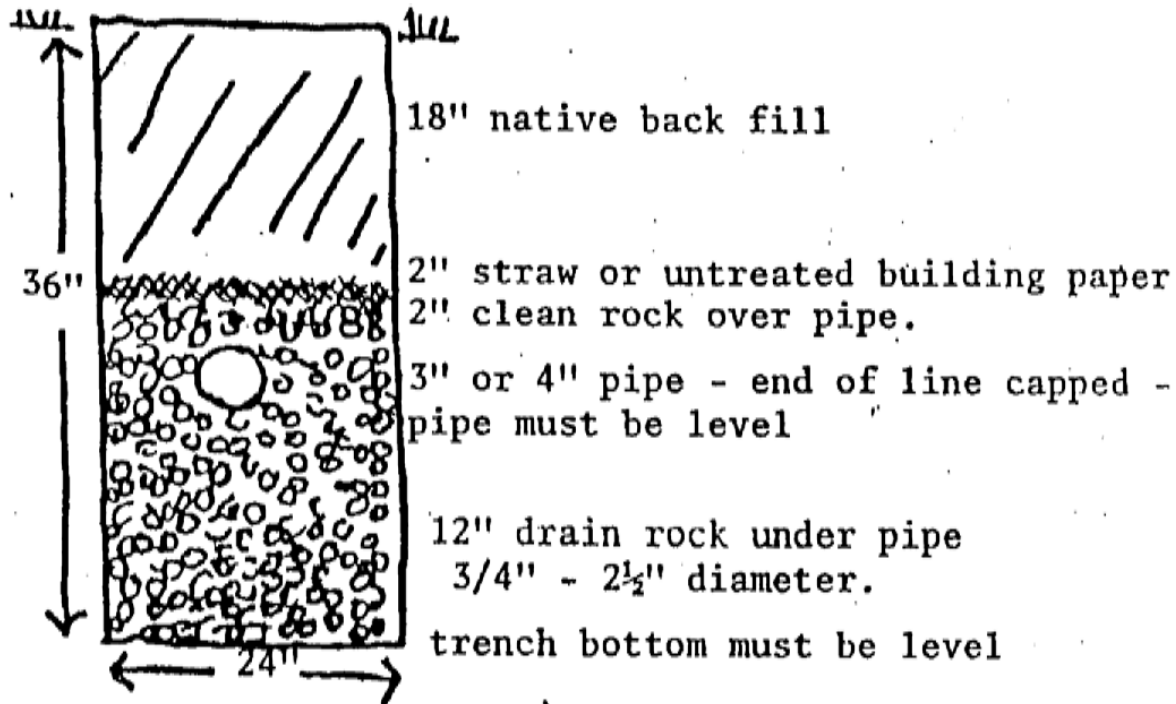
- A. A standard OWTS consists of an approved septic tank and standard dispersal trenches. A standard OWTS may include a pump system to enable the installation of a dispersal field up- slope of the structure to be served.
- B. Standard OWTS may be allowed in areas with a soil percolation rate of 60 minutes per inch (mpi) or less. Soil percolation rates of 61mpi to 120 mpi require installation of a non-standard OWTS.
- C. The minimum soil depth below the leaching trench shall be three (3) feet for a Standard OWTS.
- D. Standard OWTS may not be installed on slopes exceeding 30%.
- E. Sizing of standard OWTS shall be based on Table 7.2a Sewage Application/Soil Loading Rates (gal/sf/day) at 150 gal/bedroom. Lineal footage sizing requirement is based on the consideration of sidewall area only. Credit is not given for trench bottom area. Note: 20% reduction allowed with installation of low flow fixtures.
- F. The required lineal feet of standard leach line is determined by the Design Flow Rate divided by the Soil Loading Rate (Table 7.2a) divided by the trench lineal area available (sidewall infiltration only, bottom area is not included). For example a 2 bedroom house at 150 gpd/bedroom = 300 gpd. A percolation rate of 30 mpi = 0.56 gal/sf/day. 12 inches of gravel below the pipe x 2 = 2sf per lf. Thus $300/0.56/2 = 268$ linear feet required.

9.2 Standard Dispersal Trench

- A. Dispersal trenches shall be installed on contour. Dispersal trenches shall be placed a minimum of eight (8) feet on center on slopes up to 30%.
- B. The depth of the dispersal trenches, dependent on the slope, percolation depth, or type of standard OWTS is found in Table 7.8a.
- C. The dispersal trenches shall be constructed in maximum lengths of 100 feet and at widths between 18 inches to 24 inches. The bottom of the dispersal trench shall be level to within a tolerance of three (3) inches in 100 feet.
- D. Dispersal trenches shall contain double-washed rock filter material of 3/4 to 2 1/2 inches in diameter, perforated sewage distribution pipe, geotextile filter fabric, and back-filled with a minimum of 12 inches of soil.

- E. The Permit Authority may permit gravel-less trench construction. The design, manufacturing and materials shall be durable and approved by the Permit Authority (See Section 9.4).
- F. A concrete or plastic distribution box shall precede each dispersal trench for the receipt and distribution of wastewater into the trenches. There shall be a minimum distance of four (4) feet between the distribution box and the dispersal trench.
- G. Distribution boxes shall be placed for serial distribution of wastewater on sloping ground.
- H. Distribution boxes shall be placed for equal distribution of wastewater on flat terrain.
- I. The distribution box shall be placed in native soils at the appropriate depth. A minimum of twelve (12) inches of backfill shall be placed above the distribution box or extended to grade with a riser. The distribution box shall not be placed in over-excavated soils.
- J. Metal detection markings, a 2 foot x ½ inch galvanized pipe or rebar shall be installed flush and vertical at each distribution box and in a vertical position against the trench wall at the end of the leach line, and also in the middle of lines that are longer than 50 feet. The pipe or rebar shall not be placed at a depth greater than 24 inches.
- K. Construction and paving over leaching systems and replacement areas is prohibited
- L. Refer to Figure 9.2 Standard dispersal trench detail.

Figure 9.2 Standard Leachline Trench



Leach Line

Detail

Note: Depth of trench dependent on slope and/or depth of rock below pipe. 30" deep system with 12" of drain rock under the pipe requires 12" of native backfill. Allowable width of standard leachline trench 18 - 24"

9.3 Seepage Pits

A. Seepage Pits may be allowed under the following conditions:

1. Separation of the bottom of seepage pits to groundwater shall not be less than 10 feet.
2. Seepage pits shall be no deeper than 6 feet.
3. Seepage pits can only be installed if a satisfactory dispersal trench installation cannot be installed.
4. It is recommended that seepage pits be at least the same size (gallorage

capacity) as the septic tank size that would be required based upon the number of bedrooms in the dwelling.

5. All seepage pits shall be completely filled with drain rock. No redwood seepage boxes will be permitted.

9.4 General System Installation Requirements

- A. OWTS shall be installed in accordance with the plans approved by the Permit Authority. Permit Authority staff must approve any changes in the installation plan prior to installation.
- B. OWTS shall be located so as to be accessible for maintenance and repairs. Septic tanks and sump tanks shall be located so as to allow vacuum pumping.
- C. The building sewer and distribution piping shall be constructed with materials in conformance to building sewer standards identified in the Uniform Plumbing Code. The sewer and distribution piping shall have approved watertight fittings with clean-outs provided in accordance with the Uniform Plumbing Code. Piping shall be ABS or PVC Schedule 40 or better.
- D. Dosing siphons are prohibited.
- E. Leaching area side-walls should be left with rough surfaces prior to backfill.
- F. Construction of OWTS shall be avoided during the rainy season. Dispersal trenches are to be back-filled as soon after final construction inspection as possible. Trenches that have remained uncovered during any substantial rain may require abandonment or entire retrenching.

9.5 Gravel-less Drain field Systems

- A. Gravel-less drain field systems replace conventional rock and pipe standard OWTS drain fields.
- B. Gravel-less chambers are typically made of recycled plastic and must be pre-approved by the Permit Authority.
 1. Chambers are usually installed in an 18 or 24 inch wide trench.
 2. The chambers are interlocking arches that form a continuous drainage area with louvers to allow dispersal of the effluent into the soil.
 3. Sizing of the OWTS dispersal field is based on the height of the louvers

sidewall infiltration area only. No credit is given for the trench bottom area. For example, if the chambers have louvers to a height of 9.5 inches, an infiltrative area of 1.6 square feet per linear foot is available.

- a. Any other configuration must be reviewed on a case by case basis.
- C. Cylindrical bundles typically consist of a geosynthetic aggregate held in place with a high density polyethylene netting, with or without a 4 inch polyethylene pipe, and must be pre- approved by the Permit Authority.
1. Bundles are usually installed in an 18 or 24 inch wide trench.
 2. The bundles, also referred to as cylinders, are typically 12 or 18 inches in diameter
 3. Sizing of the OWTS dispersal field is based on the sidewall area beneath the invert, the number and the configuration of the bundles placed in the trench. No credit is given for the trench bottom area. For example, a bundle with a diameter of 12 inches containing the pipe, installed in a square configuration with 3 additional bundles without pipe, installed in a 24" trench, provide an infiltrative area of 3.0 square feet per linear foot.
- a. Any other configuration must be reviewed on a case by case basis.
- D. Where soil and site conditions allow, approved chamber and cylindrical bundle systems may be installed in lieu of conventional gravel trench at depths up to 60- inches, as measured from the base of the trench to ground surface.
- E. Minimum 12 inches of soil cover is required over the cylindrical bundle(s) or chambers.
- F. Trench spacing, prevention of soil infiltration from cover soil, and all other requirements are the same as for gravel trenches.
- G. The chamber and cylindrical bundle systems are not to be installed in locations that would be subject to vehicular traffic, such as driveways or parking areas.

9.6 Filled Land Systems

- A. Filled Land OWTS are systems where imported soil is imported and compacted to a minimum depth of 12 inches over native soil for the dispersal trench area of the system.
1. The system must be designed by a qualified consultant.

2. Filled Land proposals for subdivisions which have received tentative map approval based on the prior filled land septic system policy dated 01/01/09 shall not be deemed acceptable for processing of the septic requirements for the subdivision.
3. All the test holes in the area proposed for the Filled Land system and the reserve replacement area and within a 20 foot radius of the proposed perimeter of the leach field shall be evaluated per standard system percolation test criteria. See Table 9.5 for allowable trench depth into native soil.

Table 9.5 Filled Land OWTS Trench and Fill Requirements

Trench Depth Into Native	Gravel Depth Below Pipe	Fill Material Needed
12	9	15
15	12	15
18	12	12
18	15	15
21	18	15
21	12	9
24	21	15
24	18	12
24	12	6
27	24	15
27	18	9
27	12	6
30	24	12
30	18	6
30	12	No Fill. Standard System

4. A full description of the complete installation including quality, kind and grade of all materials, equipment, construction workmanship and methods of assembly and installation shall be provided.
5. Proof of soil below the bottom of the trench is the same as for standard systems and can be demonstrated by percolation testing, soil morphology, and texture analysis. At a minimum, 3 feet of continuous acceptable soil is required below the proposed trench bottom. A variance for an alternative system (i.e. incorporation of an approved pretreatment unit) may justify reduction of the setback to 2 feet below trench bottom.
6. Filled Land Systems are limited to areas not exceeding 25% slope.
7. All dispersal trenches shall be a minimum of 12 inches in depth into native soil.
8. Gravel depth above pipe is to be 2-3 inches.

9. Gravel depth below pipe is to be not less than 12 inches unless an administrative variance is approved. See Table 9.5 for permissible gravel depth below pipe.
10. Trench width of 18-24 inches
11. Increased trench depth and gravel depth is permissible with a subsequent reduction of fill soil. A minimum of 6 inches of fill for any trench depth is required. A minimum of 15 inches of soil is always required above the pipe. See Table.9.5 for fill material requirements.
12. Use of gravel-less drainfield systems, as described in Section 9.4, are permitted.
13. The absorptive quality of imported soil for the leach field cover shall be equal to or better than the native soil meeting percolation test requirements. Sand, gravel, rock or compost does not qualify as acceptable cover material for filled land systems.
14. Cover material for filled land systems shall be constructed in not more than 8 inch layers to approximately the same relative compaction as the upper soil horizon native to the site. Certified results of the soil density test may be required to be submitted to the Well and Septic Section by the Registered Civil Engineer or Environmental Health Specialist.
 - a. The fill is to be of uniform depth extending to a distance at least 15 feet from the center of any trench in all directions except the up slope distance may be reduced to 5 feet with additional fill to maintain a 5:1 taper for a total of 10 feet from the center of the up slope dispersal trench on slopes above 5%.
 - b. The down and side slope toes of the fill should be tapered at a 5:1 ratio beginning 15 feet from any leach field or proposed leach field expansion area to provide a total of 20 feet from the center of any trench.
15. Reserve replacement areas must be demonstrated as per other standard systems. A 100% reserve replacement area for pre October 1971 parcels and 200% for post October 1971 parcels is required. Fill material is not required to be placed on the reserve placement area prior to permitting of the replacement system.
16. Site specifications for fill shall indicate that vegetation is to be removed and surface prepared to permit good mixing of the native soil and fill material added.
 - a. Areas with closely-spaced trees in excess of 24 inches in diameter are generally not suitable for filled-land systems.
 - b. Roto-tilling to prepare the site for fill is prohibited. A single pass 6 inch rip of the surface soil to ensure a good mixing of the native soil and the fill material is required.
 - c. Wheeled tractors are to be minimized in the dispersal area at

this time to avoid soil compaction.

17. Specifications on Filled Land proposals require the fill to be completed before any leaching trenches are constructed.
18. Construction of any dispersal field should be avoided during the rainy season. Lines are to be back-filled as soon after final construction inspection as possible. Lines which have remained uncovered during any substantial rain may require abandonment or entire retrenching. The fill area shall be seeded or sodded with appropriate vegetation after construction of the dispersal field is complete. Appropriate erosion control measures shall also be in place.

9.7 Shallow Sloping OWTS

- A. The determination of site suitability for a “shallow sloping OWTS”, a standard OWTS that may be installed where depth of permeable soil is inadequate to provide for 15 foot to breakout from the leach pipe to the surface of a slope in areas with slopes from 12.5 to 30%, may be considered provided the following conditions are met:
 1. The system must be designed by a qualified consultant.
 2. If one or more soil profiles performed on the site at the depths required for 15 foot-to breakout prove unsatisfactory and are supported by soils profiles, then additional tests to justify a “shallow sloping system” may be considered.
 3. Eight (8) or more percolation test holes (in no instance less than 36” in depth) are required:
 - a. at least 6 in the primary/replacement area,
 - b. one hole 25 feet downslope and
 - c. one hole 50 feet downslope of the lowest leach line in the primary/replacement area to show the permeable top soil is continuous (i.e. adequate distance and depth of soil exists to provide filtration and treatment of effluent).
 4. Percolation rates of 1 to 60 mpi are required.
 - a. Percolation rates of faster than 5 minutes/inch may require additional evidence that breakout of effluent to the surface or contamination of beneficial waters will not occur.
 5. The percolation test report must evaluate slope stability. Proposed leach field areas which are identified on geologic maps of Sonoma County as unstable

or questionable must be surveyed by a Registered Geologist. Any mitigations recommended by the geologist are to be incorporated into the system design.

6. Any proposed leach field area with outcroppings of bedrock or impermeable soil horizons is not acceptable for a "shallow sloping system".

B. The design criteria for a "shallow sloping OWTS" includes the following

1. Any "shallow sloping OWTS" proposed under these criteria shall be designed by a Qualified Consultant.
2. Dispersal fields are to be set back a minimum of 50' from any bank, natural or manmade, unless otherwise specified by Table 7.2b or where more stringent requirements may apply.
3. Leach fields and reserve replacement areas shall be placed so as to utilize as much of the upper contours of the site as possible. Serial distribution is required unless an approved parallel distribution system is developed.
4. Trenches must be at least 18" wide and a minimum of 36" deep. Construct dispersal trenches with 12" gravel under the pipe, 2" gravel over the pipe, and 18" of earth backfill. If there is more than 36" of soil as shown by percolation tests and more than 12" of gravel can be used, credit for use of additional trench sidewall may be granted. Non-residential designs will be based on Permit Authority, EPA, or other approved design criteria.
5. Space trenches at least 10' on center (8' solid earth between trench walls).
6. Amount of leaching trench required for each primary field will be determined from the number of bedrooms and approved percolation rate.
 - a. Construct two primary leach fields divided by an approved diversion valve which can be alternated on at least a yearly basis.
 - b. Each primary field shall be equal to 100% of the pre-determined lineal requirement.
7. All dispersal fields are to be provided with an intercept drain unless no significant watershed exists above the system.
 - a. Exceptions must be justified by satisfactory wet-weather ground water determinations.
 - b. Intercept drains shall be installed according Section 8.6.
 - c. Drainage diversions shall not influence neighboring properties.
 - d. All surface drainage shall be diverted away from the leach field area.
 - e. All perforated portion of intercept drains must be a minimum of 25 feet' from any property line unless a variance is justified.

- C. The following additional requirements apply to “shallow sloping OWTS”
1. Construction of the dispersal field should be during the dry portion of the typical Sonoma County year. The rainy season should be avoided. Lines are to be back-filled as soon after final construction inspection as possible. Lines which have remained uncovered during any substantial rain may require abandonment or entire retrenching.
 2. Benching is not permitted during construction of the dispersal field.
 3. The area of the leach field should be stabilized by sodding or seeding with native grasses to control erosion.
 4. No animals may be contained, housed, or pastured over the dispersal field. The soil in the dispersal field area shall not be disturbed by cultivation or tilling.
 5. If any lot is to be created utilizing a “shallow sloping system” design, appropriate deed restrictions shall be recorded prior to validation of the land division.

9.8 Standard Shallow Trench Pressure Distribution (STPD) OWTS

- A. If desired by the property owner, a STPD OWTS may be permitted as a Standard OWTS, rather than a Non-Standard OWTS, under the following conditions
1. The percolation rate is 60 mpi or less at proposed trench bottom and otherwise meets the Section 7 Site Evaluation and Investigation Requirements.
 2. Gravel size of ¾” to 2 ½ “is allowed.
 3. Except for the percolation test rate of 60 mpi or faster and gravel size, the proposed OWTS otherwise meets all other Section 13.3 STPD site, design and construction criteria.
 4. A STPD that meets the above referenced requirements shall not be subject to the Section 13 Non-Standard OWTS Operational Permit and Monitoring Reporting Requirements.

Section 10 Criteria for Water Reuse

10.1 Graywater

- A. The construction, alteration, and repair of gray water systems are subject to the provisions of the 2013 California Plumbing Code (CPC), Chapter 16 Alternate Water Sources for Nonpotable Applications, Section 16.02.
 - 1. A Clothes Washer System is subject to the requirements of the 2013 CPC Section 16.02.1.1.
 - a. The repair, alteration, relocation, installation or construction of a clothes washer graywater system is exempt from a permit unless it is demonstrated that the system does not meet the requirements of the 2013 CPC Section 16.02.
 - 2. A Simple System is subject to the requirements of the 2013 CPC, Section 16.02.1.2.
 - a. An application for a permit, accompanied by fees as specified in the current fee resolution, is required for a Simple System.
 - 3. A Complex System is subject to the requirements of the 2013 CPC Section 16.02.1.3.
 - a. An application for a permit, accompanied by fees as specified in the current fee resolution, is required for a Complex System.

Section 11 Criteria for Commercial, Industrial, Institutional OWTS

11.1 Commercial, Industrial, Institutional OWTS

- A. All commercial OWTS shall be designed by a Qualified Consultant.
- B. A typical commercial OWTS would service businesses such as, but not limited to food facilities, schools, care homes, childcare facilities, dog kennels, veterinary offices, wineries and wine-tasting rooms. Refer to Table 11.1.
- C. All commercial OWTS, including, pre-1971 created parcels shall provide 200% reserve replacement area. Dual dispersal fields consisting of a primary field and a secondary field (75% of design flow) with a diversion valve to alternate the field use are recommended but not required.
- D. Commercial OWTS that exceed the 1,500 gpd flow criteria of this section are subject to Section 14 Operational Permit and Monitoring Requirements or Section 11.5 Package Treatment Plant Permit requirements.
- E. For commercial uses, the minimum size of the septic tank must be based on the formula V (net volume in gallons) = $1,125 + 0.75Q$ (daily wastewater flow in gallons)
- F. Pretreatment is required when high strength commercial wastewater is proposed. Pretreatment components and/or pretreatment system shall reduce wastewater strength to levels below the defined levels for high strength wastewater.
- G. Any OWTS that receives high strength wastewater from a commercial food service building requires a properly sized and functioning oil/grease interceptor.

**Table 11.1
Multiunit and Non-Residential Design Flow Rates**

TYPE OF OCCUPANCY	GALLONS PER DAY
Airports	5 per passenger
Campgrounds:	
Campground with central comfort station	35 per person
Campground with flush toilet, no showers	25 per person
Day Camps (no meals)	15 per person
Luxury Camp, private bath	100 per person
Summer and seasonal	50 per person
Churches (sanctuary)	5 per seat
With kitchen wastes	7 per seat
Country Club	125 per person
Factories	35 per person per shift
Hospitals	250 per bed space
Kitchen waste only	25 per bed
Laundry waste only	40 per bed
Hotels/Motels with private bathroom (no kitchen waste)	60 per two person room
Hotels/Motels without private bathroom (no kitchen waste)	50 per two person room
Hotel/Motel with private bath and kitchen	75 gallons per person
Institutions other than hospitals	125 per bed space
Movie Theaters	5 per seat
Offices	20 per employee
Picnic parks with toilets and showers	10 per person
Picnic parks with toilet waste only	5 per person
Resort camps with limited plumbing	50 gallons per person
Restaurants:	
Kitchen waste (multi-use utensils)	5 per meal served
Kitchen waste (disposable utensils)	3 per meal served
And add the following for type of facility present:	
Conventional sit down	10 per person
Short Order	8 per person
Bar and Cocktail	3 per person
School (non-boarding)	20 per student
With gym and showers add	5 per student
With cafeteria using disposable utensils	3 per meal served
Self service laundries	50 gallons per wash
Service station	10 gallons per vehicle served
Retail stores	20 per employee
For public restrooms add	1 per 10 square feet
Swimming pools and bathhouses	10 per person
Tourist camps or mobile home parks with individual bath units	100 per person 75 per person
Tourist camps or trailer parks with central bathhouse	
Work or construction camps (semi-permanent)	50 per person
Wine tasting facility (no meals served)	3 per person
Employee	15 per employee

11.2 Winery OWTS

A. The peak daily flows from wineries shall be determined by either the tons of grapes processed or cases of wine produced annually. The following shall be used in the determination of peak daily flows:

1 case of wine = 2.4 gallons
 1 ton of grapes = 160 gallons of wine
 Peak wastewater flow=1.5 gallons for each gallon of wine

Production

Length of crush season varies by winery production –see formulas below

The following formulas are used to calculate winery wastewater flows:

WINERY SIZE	FORMULA
Up to 20,000 gallons per year	$\frac{\text{Annual production (gal)}}{\text{day harvest period}} \times 1.5 \times 30$
20,000-50,000 gallons per year	$\frac{\text{Annual production (gal)}}{\text{day harvest period}} \times 1.5 \times 45$
50,000 gallons per year and above	$\frac{\text{Annual production (gal)}}{\text{day harvest period}} \times 1.5 \times 60$

B. Winery process wastewater and domestic sewage shall have separate tanks.

1. Domestic and process wastewater may share a common leach field.

C. Mounds are prohibited for winery wastewater dispersal systems unless supplemental treatment is provided to reduce BOD to <300mg/L.

D. A minimum three (3) day hydraulic retention time for peak winery process wastewater flow is required.

E. Pretreatment must be provided to treat the winery process wastewater to domestic wastewater levels (<300 BOD and TSS) for discharge to an approved OWTS.

F. Coverage under waste discharge requirements or waiver therefore, from the appropriate Regional Water Board, shall be required prior to issuing a septic permit.

11.3 Special/Cultural Events

- A. The intent of this standard is to provide sizing criteria for onsite dispersal systems that are commensurate with the number and size of special events approved under the facility's permit. Generally, this standard requires larger dispersal systems as the number and size of permitted events increases.
- B. For purposes of implementation of Special Events granted in Use Permits and the use of Portable Toilets. The following definitions apply:
 - 1. "Event" means any special event authorized under a Use Permit or an "Occasional Cultural Event" as defined in the zoning ordinance and as interpreted by the Board of Zoning Adjustments. "Event" includes industry-wide events.
 - 2. "Visitors per day" means the peak number of visitors estimated for the entire busiest single day of one event, and not the combined number of visitors of both days of a week-end event, and not just the maximum number of visitors at one time during the busiest day.

Table 11.3 Special Events and OWTS Sizing Criteria

Number of special events approved per year.	Percent increase in the design and capacity of the facility's wastewater treatment system due to special event wastewater flows.*
0 to 4	The additional special event wastewater flow may be accommodated by portable toilets. No increase in the facility wastewater system required.
5 to 10	The design and capacity of the facilities wastewater treatment system must be increased by 25% of the fifth largest single special event flow.
11 to 25	The design and capacity of the facilities wastewater treatment system must be increased by 50% of the fifth largest single special event flow.
26 or more	The design and capacity of the facilities wastewater treatment system must be increased by 100% of the fifth largest single special event flow.

- C. The wastewater system consultant shall justify the sizing of the OWTS for Special Events based upon the specific circumstances of the site and the proposed event
1. Special Events without food service shall size the on-site wastewater dispersal system as large as needed, but in no case at less than two and one half (2 and 1/2) gallons per visitor per day.
 2. Special events with food service shall size the on-site wastewater dispersal system as large as needed, but in no case at less than five (5) gallons per visitor per day.
- D. Sizing of the OWTS for Special Event wastewater flows shall comply with the following requirements when mitigation is provided by an adequate number of portable toilets as specified in PRMD Policy and Procedure 9-2-31 *Sizing of Onsite Wastewater Dispersal Systems for Special Events Authorized by Use Permits and the Use of Portable Toilets* Table 11.3. The Special Event Wastewater Flow is the additional sewage flow expected from the largest single special event that is in excess of the normal wastewater flow from the facility.

11.4 Flow Equalization

- A. Flow equalization is the process of controlling the rate of wastewater flow through an OWTS by providing surge capacity storage and timed-dosing of the incoming flow. Installed following the septic tank, it allows peak surges in wastewater flow (e.g., from a weekend event) to be temporarily stored and metered into the treatment system and/or dispersal field at a relatively even (“average”) rate over an extended number of days (e.g., during the subsequent week). This generally aids OWTS performance.
- B. Where flow equalization is proposed to be incorporated in an OWTS the following apply:
1. The septic tank capacity shall be sized based on the peak daily flow for the facility;
 2. The design flow used for sizing supplemental treatment unit(s) and/or the dispersal field may be based on the equalized (“average”) flow rate rather than the peak daily flow rate for the facility;
 3. Engineering calculations and specifications must be submitted substantiating the proposed design and operation of the flow equalization system; and
 4. An operating permit (per Section 14) will be required.

C. Flow equalization may be used for non-residential and mixed use facilities that experience significant, regular and predictable fluctuations in wastewater flows. Examples of applicable facilities include, but are not limited to:

1. Churches
2. Schools
3. Special/Cultural event venues

11.5 Package Treatment Plants

A. Package Treatment Plants include systems that use wastewater in a manner subject to Title 22 wastewater reclamation standards and/or any treatment unit other than a septic tank which processes more than 10,000 gallons of wastewater per day. It does not include systems which process wastewater originating solely from agricultural uses, retail food facilities or storm water if these systems do not include any domestic wastewater component.

1. Package treatment plants cannot serve multiple uses on separate parcels under separate ownership unless the Board of Supervisors approves specific findings for multiple ownership of sewage dispersal systems.

B. The application request for a package treatment plant must be prepared by a Registered Civil Engineer with documented experience in the design of sewage treatment plants and must include the following:

1. A full description of the proposed collection and treatment method and process components.
2. A full description of the proposed method for wastewater dispersal.
3. Environmental review for CEQA compliance.

C. The typical conditions of approval for a Package Treatment Plant include the following:

1. An independent engineering consultant acceptable to the Permit Authority shall perform peer review of the plans at the applicant's expense.
2. A permit to construct the collection system shall be obtained from the Permit Authority prior to the start of any construction of the collection system.
3. All applicable county permits shall be obtained for the treatment and dispersal facilities including grading, electrical, and plumbing permits.

4. Prior to obtaining building permits for any portion of the project, Waste Discharge Requirements shall be obtained from the appropriate Regional Water Quality Control Board.
 5. The long term managerial and financial needs of the package treatment plant shall be fully documented.
 - a. Prior to the issuance of building permits, deed restrictions shall be recorded specifying the conditions under which the package treatment plant was approved.
 6. The package treatment plant shall be operated under a valid Sonoma County Operational Permit in accordance with an approved monitoring plan.
 7. Use of the facility shall cease if either the Waste Discharge Requirements or the County Operational Permit is revoked.
- D. For additional information and specific requirements refer to D PRMD Policy and Procedure 1-4-3 *Package Treatment Plant Policy and Procedure*.

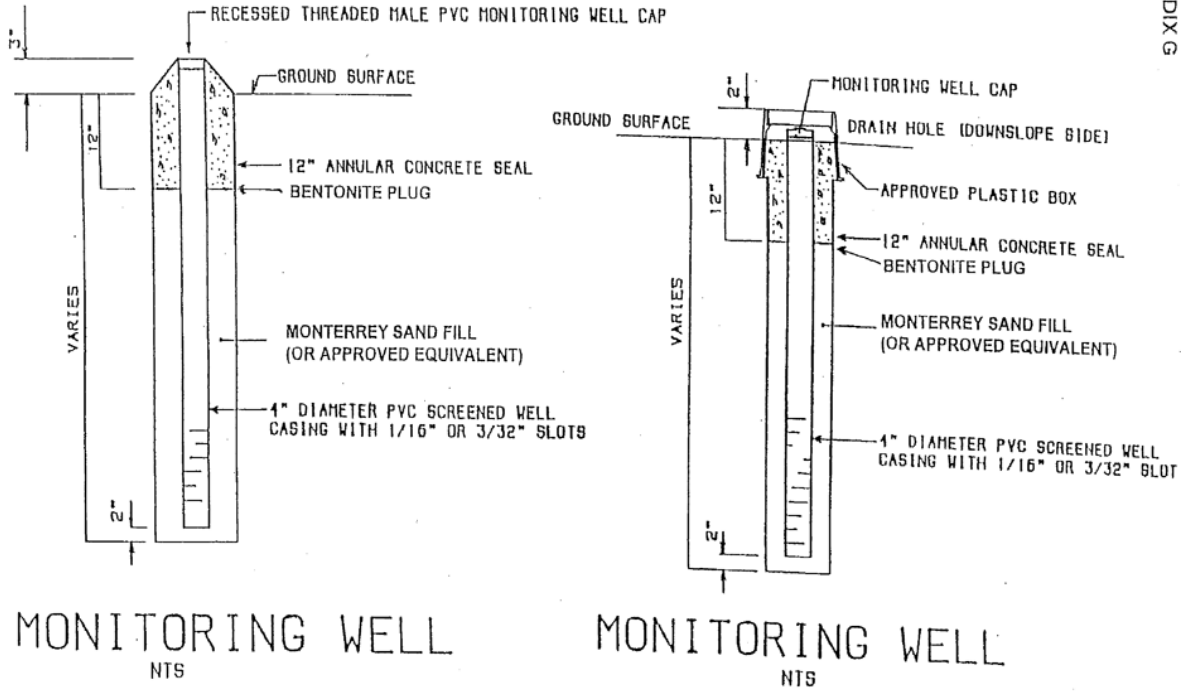
11.6 Performance Wells

- A. All commercial systems and nonstandard OWTS must be designed with a series of performance wells to monitor the performance of the system. In limited circumstances, performance wells may be required for standard OWTS that may present a threat to public health and/or the environment. Sampling of effluent in the wells may be required to evaluate the treatment of the system and ensure that groundwater degradation does not occur.
- B. The construction of the performance wells shall be constructed with 3" or 4" approved casing and screened with 1/16" or 3/32" slots, and a minimum 12 inch annular concrete seal. Monterey sand or equivalent shall be placed from the bottom of the well to the depth of the annular seal. The exception to the Monterey sand fill is for the wells in the gravel bed of at-grade or mound systems. These wells shall be filled from the bottom of the well to the depth of the annular seal with pea gravel.
- C. All performance wells are designed to monitor the performance of the system by sampling groundwater to ensure degradation does not occur. Performance wells are strategically placed up-gradient, within, laterally, and down-gradient of the OWTS.
 1. If damage is noted during monitoring or the performance well cannot be located, the well shall be replaced by a qualified contractor in the area shown on the original design.

- D. The performance wells shall be either augured or post holed or drilled by hand after the OWTS is completed. The construction of the performance wells shall be as mandated by the Permit Authority staff. The soil shall be scarified to remove compaction or smeared soil that may seal the performance well. A backhoe shall not be utilized to excavate for a performance well.
- E. Performance well heads shall be protected and encased within plastic, concrete, or an approved type box to provide easy access.
 - 1. The performance well caps/lids shall be maintained for easy removal/access during monitoring and need to prevent surface water from entering the well.
- F. The depth of the annular seal for the performance wells within the gravel bed shall not exceed beyond the depth of the gravel bed of the OWTS.
- G. A concrete annular seal of a minimum 12 inches from the surface of native grade is required for all performance wells, between the earthen side-wall and the solid portion of the performance well pipe.
- H. Refer to Sections 11, 12, 13 and Figure 11.6 for additional performance well information and specific requirements.

Figure 11.6 Performance Well Detail

APPENDIX G



11.7 Grease Interceptors

- A. Grease interceptors are required when greater than 50 mg/l of grease is introduced into a commercial OWTS.
1. Plans and specifications for grease interceptors shall be submitted to the Permit Authority for approval. Permit Authority staff shall review the grease interceptor design in accordance with minimum design and construction criteria established by Sonoma County.
 2. Waste from floor drains, floor sinks, dishwashers, pot sinks, and mop sinks shall be plumbed separately into the grease interceptor.
 3. Effluent from grease interceptors shall be disposed of in a septic tank and not directly discharged to the dispersal field.
 4. Grease interceptors shall be located, installed and constructed so that the temperature of the sewage will be reduced to permit congealing or separation of grease, and easy access for cleaning.
 5. Commercial facilities generating up to 200 gallons per day of wastewater from the fixtures noted in section 11.7.A.2 above, shall install a 810 gallons capacity minimum size grease interceptor or an interior pressure Uniform Plumbing Code (UPC) rated grease interceptor on the kitchen drain.
 6. Commercial facilities generating 200 gallons per day or more from the fixtures noted in 11.7 A.2 above, shall install a grease interceptor sized in accordance with the Permit Authority requirements. The grease interceptor shall be a minimum size of 810 gallons capacity.
 7. Each grease interceptor shall be so installed and connected that it shall be easily accessible for inspection, cleaning, and removal of the intercepted grease. Grease interceptors shall be located outside.

Section 12 Criteria for Non-Standard Experimental OWTS General

- A. Permit Authority and the North Coast and San Francisco Bay RWQCBs entered into Memoranda of Understanding (MOUs) in the early 1990s. The MOUs were for the evaluation of specific proposals for the installation and use of non-standard OWTS. The OWTS Policy Tier 2 requirements supersede those Agreements. The criteria for the design concepts of non-standard OWTS are to incorporate features for:
 - 1. The prevention of transmission of disease;
 - 2. Dispersal of wastewater below the surface of the ground;
 - 3. The prevention of contamination of groundwater and other beneficial water by discharge from OWTS.
- B. All Non-Standard Experimental OWTS shall be designed by a Qualified Consultant.
- C. There are two basic types of non-standard OWTS: Experimental and Alternative. Non-standard OWTS are used to overcome one or more adverse site or soil condition such as high groundwater, slowly permeable soils, or other limiting condition or where increased wastewater treatment is needed. Unlike conventional OWTS, non-standard OWTS vary in design and concept depending on the site and soil conditions.
- D. The Permit Authority monitors the operation and maintenance of all non-standard systems. Inspection frequency may vary but is dependent upon the level of monitoring compliance by the system owner/operator.
- E. Permit Authority staff shall submit results of the monitoring inspection to the RWQCB in the form of an annual report for each calendar year. The report may incorporate information provided in the self-monitoring reports.
 - 1. The Annual Report will include the following:
 - a. Status of staffing adequacy for the number of non-standard OWTS in the program
 - b. Percentage of Owner Self-Monitoring completion for systems on 1-year, 2-year, and 3- year frequencies
 - c. Percentage of Permit Authority staff monitoring completion for systems on 1-year, 2-year, and 3- year frequencies.
- F. In addition to the requirements of this Article, Experimental and Alternative OWTS are also subject to the Section 13 Operational Permit and Monitoring Program requirements.

12.1 Restrictions

- A. Because of evolving technology and problems that may be discovered through the monitoring program, the regulations for non-standard OWTS may change. Property owners are cautioned that regulations for non-standard OWTS may change by action of the RWQCB or the Permit Authority. Therefore, despite previously performed and accepted work by PRMD, any proposal for a non-standard OWTS must meet the regulations that are in effect at the time that the Permit Authority approves the OWTS permit application.
- B. OWTS shall not be placed in areas that have been filled, excavated, ripped, plowed altered, modified, or in areas of flooding, drainage problems, or geologic instability.
 - 1. Such areas that have been filled excavated, ripped, plowed, altered, and/or modified may be acceptable if the soil is stable and soil evaluation indicates characteristics acceptable for installation of an OWTS such as approved structure, texture, consistency, pore space, percolation rate.
 - 2. The only exception or variance to this is for repairing malfunctioning OWTS for existing legal residences or businesses.
 - 3. Exceptions or variances will not be granted to allow increases of existing wastewater discharges.
- C. When a non-standard OWTS is proposed in order to increase the sewage discharge of an existing use, the existing system must be brought into compliance with all current regulatory requirements.

12.2 Experimental OWTS

- A. A non-standard Experimental OWTS is one that has been developed, researched, and monitored by a major land grant university or equivalent and meet National Science Foundation (NSF) criteria and certification. The Permit Authority's Liquid Waste Specialist reviews all technical and research information regarding proposed non-standard Experimental OWTS.
 - 1. The Liquid Waste Specialist will present any promising non-standard Experimental OWTS to the Regional Water Quality Control Board (RWQCB) for technical review and approval. If both the Permit Authority and RWQCB staff approve the non-standard Experimental OWTS, design parameters, site and soil characteristics, a site specific monitoring program will be established.
 - 2. Installation of a maximum of 10 systems per year shall be allowed for new

construction within each Regional Board jurisdiction with similar site and soil conditions.

3. Intensive monitoring (two or more inspections per year) performed for at least two normal winters is required.
 4. The Permit Authority may consider whether an additional period of monitoring or an additional number of systems shall be installed prior to Alternative non-standard OWTS status consideration.
 5. The Liquid Waste Specialist may request the RWQCB permission to proceed to Alternative non-standard OWTS status if the intensive monitoring indicates satisfactory results.
- B. All Non-Standard Experimental OWTS shall be designed by a Qualified Consultant.
- C. Non-standard Experimental OWTS limitations include the following
1. Repair of existing malfunctioning residential and commercial OWTS.
 2. The expansion of use for existing residential and commercial systems (limited to 33%) may be allowed by the Permit Authority.
 3. Maximum peak loads are 600 gallons per day for new single family homes and maximum average flows of 1,000 gallons per day for new commercial establishments.
 4. Not acceptable as justification for land division.
 5. Not approved for use in a sewer hookup area, septic tank ban area, or County identified Variance Prohibition Areas, except as a repair.
- D. At this time, the bottomless sand filter OWTS is considered an approved Experimental OWTS.

12.3 Bottomless Sand Filter OWTS

- A. The Bottomless Sand Filter OWTS shall meet the site, design, construction and performance criteria of Section 12.6 Bottomless Sand Filter (Geographic Waiver) with the only exception is that the existing structure is not required to be located on the 100 year flood plain, but may be located outside the 100 year flood plain.

12.4 Gravel-less Pressurized Dispersal Channel (GPDC)

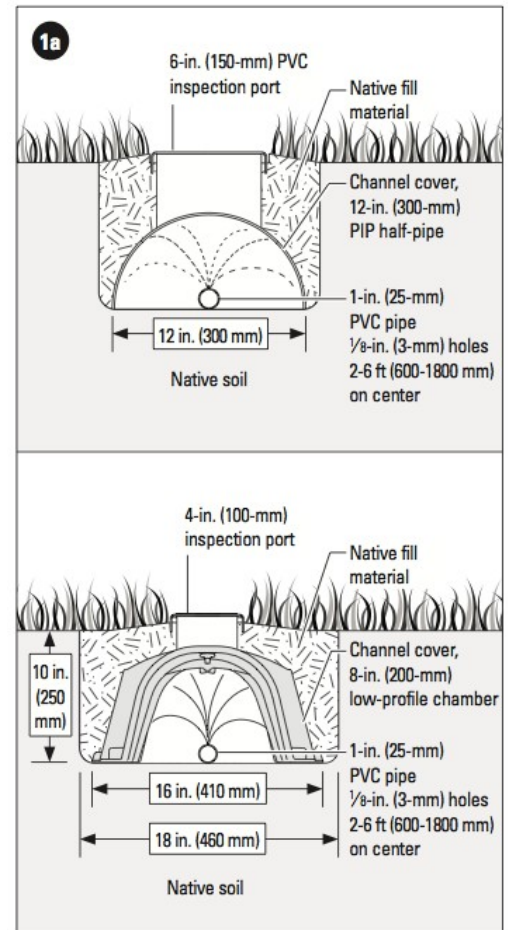
A. Gravel-less Pressurized Dispersal Channel (GPDCs) are designed for subsurface dispersal of high-quality effluent after secondary treatment. There are two typical configurations. One consists of perforated laterals laid in a 12-inch wide infiltration channel, covered with sections of plastic half-pipe and shallowly buried in native soil. The other uses an 18-inch infiltration channel and sections of 8-inch low-profile HDPE chamber material.

B. The site criteria for Gravel-less Pressurized Dispersal Channel OWTS includes the following:

1. Depth to a limiting condition and permeable soils (1-120 mpi) below the dispersal line shall be a minimum of 24 inches.
2. The soil above the PVC line proposed depth shall be permeable (1-120 mpi). This excludes massive or platy structured soils. Soils subject to flooding, excessive irrigation, farming practices, grading, ripping or rototilling are also not acceptable. The quality of acceptable soils above the line shall be equal to those below the line.
3. A minimum of 24 inches of permeable soil below dispersal depth shall extend a horizontal distance of no less than 25 feet down gradient from the edge of the last proposed line, including expansion areas.
4. GPDC sites shall not exceed thirty (30) percent slope without an approved waiver and a geotechnical study required for slope stability and suitability.
5. GPDC sites shall not exceed twenty-five (25) percent slope when fill is placed over the dispersal system.

C. The design criteria for GPDC OWTS includes the following:

1. Separation between laterals shall be a minimum of three (3) feet.
2. GPDC installations space orifice holes 24 inches min to 72 inches max on center.



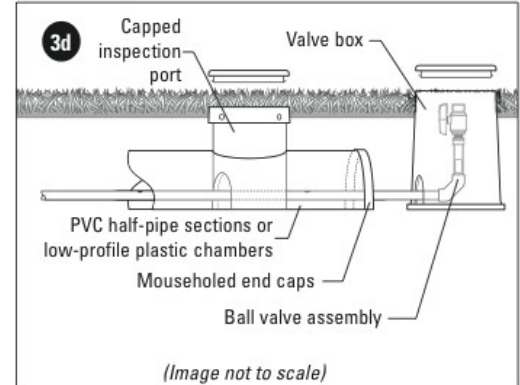
Cross sections of typical half-pipe and low-profile SPDS installations showing dimensions and materials

3. A GPDC System is typically installed 10 inches into native soil. A minimum native soil depth of 6 inches may be allowed with disinfection. The minimum soil cover over the orifice shield is 2 inches. The maximum soil cover allowed is 18 inches. (See Figure 1a).
4. The designer shall also determine the number of zones, the number of doses, the quantity of the dose, the head losses, spacing of lines, spacing of orifices, diameter of the pipe (typically 1" PVC), and pump size.
5. The length of each dispersal line shall not exceed 75 feet to insure equal distribution to each orifice. If multiple zones are designed, dosing must be automatically alternated between each zone.
6. All GPDC Systems require an approved packed bed media filter supplemental treatment unit for treating septic effluent. The level of supplemental treatment must comply with NSF Standard 40 or to the satisfaction of the administrative authority.
7. Designer shall employ measures to prevent uneven distribution of the dispersal field due to drain down following a pump cycle. Per California Plumbing Code, spring check valves are not allowed for wastewater applications.
8. Provide 2 feet of solid pipe between the manifold and the first orifice.
9. At the end of each lateral, install a sweep ell (or two 45° elbows) and a ball valve with a threaded plug.
10. All system components shall be appropriately sized for the system dosing flow rates, and shall meet specifications of the manufacturer. All transport piping, supply and return manifolds and fittings must be Schedule 40 PVC or Schedule 80 PVC if threaded fittings are utilized. All filters must be sized to operate at a flow rate greater than or equal to the maximum design discharge rate of the system.
11. All GPDC System designs shall demonstrate that sufficient suitable area exists to construct two hundred (200) percent reserve area. Because GPDC Systems are experimental, in cases of split system designs, the GPDC System shall be installed as the primary system, and the other type of dispersal system shall be the 200 % expansion system.
12. Totalizing flow meters (in gallons) are required on the supply line.

Flow meters must be installed in a readily accessible location for reading and servicing.

13. A controller capable of timed dosing is required.

14. Disinfection of the treated wastewater shall be incorporated in cases of well-drained soils (<1 mpi or faster) or where dispersal systems only have a minimum of 6 inches of native soil cover above the shield (see Figure x). If 6 inches of approved fill is added above the 6 inches of native soil cover, disinfection will not be required.



15. For aerobic treatment unit (ATU) systems that function with external blowers, a cutoff switch or interlock that disables the pump must be built into the control panel so the blower may not be disconnected.

D. The following construction criteria for GPDC OWTS includes the following:

1. Construct trenches with special attention to proper elevation and contour.

- a. Shallow Trenches can be dug (by hand or with a trenching machine).
- b. Trenches shall not be installed when the soils are wet or excessively damp state.
- c. Sidewall of trenches shall be scarified to remove all smears.
- d. Install perforated piping, placing orifices upwards for the hydraulic test.
- e. Trenches can be straight, or they can be curved to fit terrain and complement vegetation, but they must be set on level grade.
- f. Lay the half-pipe (or low-profile chamber) sections over the laterals, overlapping the section ends by a few inches. For covering curving laterals, half-pipe section ends can be cut at an angle and overlapped to match the curve of the lateral. Install one inspection port halfway along each lateral (See Figure 1a).

2. Valves must be readily accessible for service and/or inspection. All valve boxes must be protected from gopher soil movement. A detail of the valve box must be included on the plans. Specify concrete, hardware wire or similar bottom.

3. Perform hydraulic test after the distribution system has been completed.

- a. Size of orifice shall be 1/8" – 3/16".
- b. Pump must be adequate to deliver the required orifice discharge range of 24 inches (3/16" hole) and 60 inches (1/8" hole) for upward discharge to the lateral.
- c. Distribution to all laterals shall be balanced.

- d. This test shall be inspected by the designer/consultant and Permit Authority Environmental Health Specialist.
- E. Establish the finished grade of the GPDC OWTS by track rolling and grooming by hand. Backfill the excavation with caution. Do not compact the soil around the half-pipe or chamber.
- F. Fill material may only be placed above native soil for soil cover, and shall not be used to meet required soil depth minimums. The system designer shall describe the type of fill to be placed in terms of texture and structure, the depth and method of ripping before placement. No part of the GPDC dispersal field may be located where the site slope exceeds twenty-five (25) percent when fill is used.
 1. A ground cover (turf, fruit trees or other appropriate landscaping) must be planted over the dispersal field after installation to provide additional treatment, prevent erosion and increase wastewater reuse through plant evapotranspiration.
 2. Native material is acceptable if there are no large or sharp rocks that may damage the pipe walls. If native material is not usable, backfill with sand or pea gravel, or use an imported material that is approved by your local regulator.
 3. Install performance wells and complete all details as shown on the plans.
 4. After the #189 septic electrical inspection has been completed by the Building Inspector, a startup inspection must be scheduled with the system designer, installer, service provider and the Permit Authority.
 5. Prior to OWTS final approval, acceptable erosion control must be completed.
- G. The performance wells criteria for GPDC OWTS includes the following. A minimum of five performance wells shall be installed within and around the system to a depth of 24 inches below proposed trench bottom.
 1. Two performance wells shall be installed between trenches in the middle of the leach field.
 2. Two performance wells shall be installed 25 feet down slope of the lowest trench line.
 3. One performance well shall be installed at 10 feet upslope of the highest trench line.
 4. Additional performance wells may be required for systems longer than 75 feet.
 5. Permit & Resource Management Department may require that performance well locations be changed in special situations.
 6. Performance wells shall be properly installed to provide easy access.

Section 13 Criteria for Non-Standard Alternative OWTS

- A. An Alternative non-standard OWTS is any sewage treatment and dispersal system other than a conventional OWTS or non-standard Experimental OWTS. An Alternative OWTS has demonstrated satisfactory operation, maintenance, and monitoring under the Experimental OWTS phase of the non-standard system OWTS program and the Permit Authority and RWQCBs certify the OWTS as an approved Non-Standard Alternative OWTS.
1. The currently approved Alternative OWTS include the following:
 - a. Pretreatment units that meet the National Sanitation Foundation (NSF) Standard 40 and have received Permit Authority approval
 - b. Wisconsin mound systems
 - c. Shallow trench pressure distribution
 - d. At-Grades
 - e. Shallow in-ground
 - f. Bottomless sand filters (geographic waiver)
 - g. Drip dispersal
- B. All Non-Standard Alternative OWTS shall be designed by a Qualified Consultant.

13.1 Pretreatment Units

- A. Pretreatment units may be used in conjunction with standard or nonstandard systems where the site and soil conditions are not adequate. Standard systems with a pretreatment unit are considered to be a standard system unless the pretreatment unit is required in which case it will be considered an alternative nonstandard system.
- B. In cases where a pretreatment system is used, Permit Authority and the RWQCB may allow a reduction in the minimum depth of soil below trench bottom to two (2) feet. However, in all instances, at least two or the required three feet of soil beneath trench bottom must be acceptable native soil.
- C. Pretreatment units that may be permitted in Sonoma County must meet National Sanitation Foundation (NSF), Standard 40 by an ANSI Accredited Certification Body (ACB) and receive prior written approval of Permit Authority.
- D. Recirculating sand filters are also an approved pretreatment unit. Sand filtration

may be defined as the intermittent application of wastewater to a bed of granular material that has an under drain to collect and discharge the final effluent. The purpose of sand filters is to pretreat the effluent and improve wastewater quality.

1. The design of sand filters in Sonoma County is based on the "Guidelines for the Use of Sand Filters" (Technical Review Committee, August 2, 1989. Washington State Department of Health, Olympia, Washington). Under the Permit and Resource Management Departments waiver standards, designers may propose to the liquid waste specialist, the use of sand filters to justify increasing soil application rate.

13.2 Mound OWTS

- A. Mound OWTS are based upon the Small Scale Waste Management Project, University of Wisconsin at Madison, Wisconsin Mound Soil Absorption System Siting, Design and Construction Manual, by James C. Converse and E. Jerry Tyler, January 2000. Mound systems are designed to overcome restrictive conditions for soil permeability and depth to groundwater below the bottom of the system. Designers shall use the same methodology and nomenclature as the most recent Wisconsin Mound Soil Absorption System Siting, Design and Construction Manual.
- B. The site criteria for Mound OWTS includes the following:
 1. Percolation rate of 1-120 minutes per inch (mpi)
 - a. Percolation rate requirements apply to the first 24 inches of soil as measured from native grade. See Section 7 site evaluation and percolation test requirements.
 - b. Presoak remaining in 24" deep perc test holes may indicate lack of soil depth.
 - c. Rates faster than 1 mpi are not acceptable.
 2. Minimum elevated groundwater level is 24 inches from native grade.
 3. Minimum depth of suitable permeable soil is 24 inches from native grade.
 - a. The rock content (as retained on the #10 Sieve) shall not exceed 50% by volume within the first 24 inches of soil from native grade.
 - b. The minimum depth to fractured rock, impermeable soils, such as hardpans and claypans, and consolidated bedrock is 24 inches.
 - c. The addition of an approved pretreatment unit does not mitigate one foot of the required minimum 24 inches of suitable soil beneath the mound. Two

feet of acceptable native soil from native ground is required.

4. The minimum depth of permeable soil (24 inches) shall extend a minimal horizontal distance of at least 25 feet down gradient from the edge of the sand perimeter.
5. Mound systems are allowable on slopes up to 20%.
6. Placement of Mound OWTS into areas that require the removal of large trees, boulders, or rock outcroppings is not recommended.

C. The design criteria for Mound OWTS (see Figures 13.2a and 13.2b) includes the following:

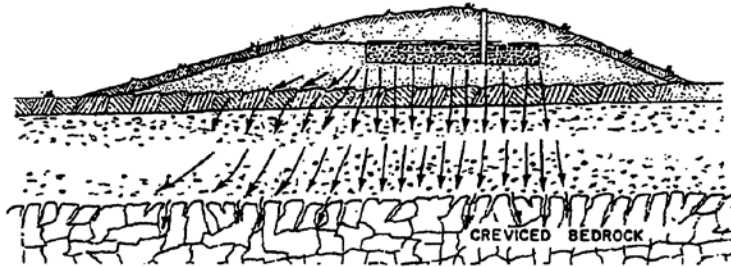
1. Wastes with a high biological oxygen demand are not suitable for mound systems without approved pretreatment sufficient to lower the waste strength to the level of that septic tank effluent as specified in Section 13.1.
2. Distribution (Gravel) Bed
 - a. Sand Fill Loading Rate
 - i. 1.0 gallons/square foot/day for residential type systems.
 - ii. 0.8 gallons/square foot/day for all commercial type systems.
 - iii. Reduced loading rates for high strength waste may be required.
3. Linear Loading Rate
 - a. Designers shall estimate the linear loading rate for all proposed Mound OWTS and shall design the width dimensions of the gravel bed accordingly, so that the distribution bed is long and narrow and on the contour.
 - b. When the depth to a limiting condition, e.g., impermeable soil layer or rock is only 24 inches, the linear loading rate shall not exceed 4 gallons/lineal foot/day.
 - c. If it can be demonstrated that the wastewater flow will be vertical, as well as horizontal, a higher loading rate may be proposed.
 - d. Refer to Table 13.2a and Figure 13.2d for the Linear Loading Rates based on Limiting Conditions.

Table 13.2a Linear Loading Rates (LLR) Based on Limiting Conditions

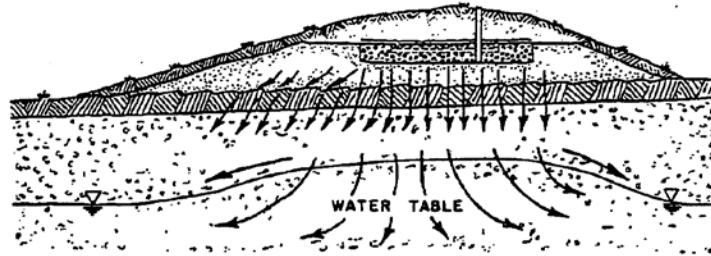
Nature of Limiting Condition	LLR Range (gpd/linear ft)
Solid Bedrock	3-4
Impermeable Soil Layer	3-4
Semi-Permeable Soil Layer	5-6
Fractured Compacted Till	5-6
Seasonal High Water Table	6-8
Crevised or Fractured bedrock	8-10
Sand and/or Gravel Layer	8-10

Figure 13.2a Linear Loading Rate

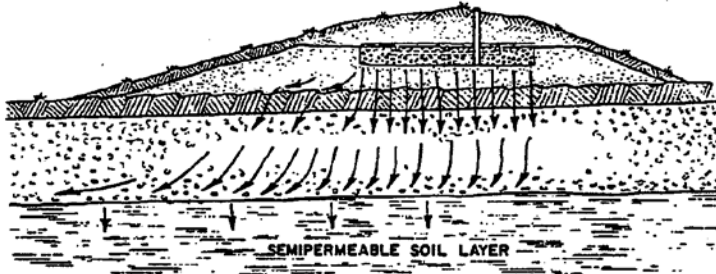
Mound System overlaying a permeable soil lens over crevised bedrock.
Estimated Linear Loading Rate = 8 to 10 gal/day/LF



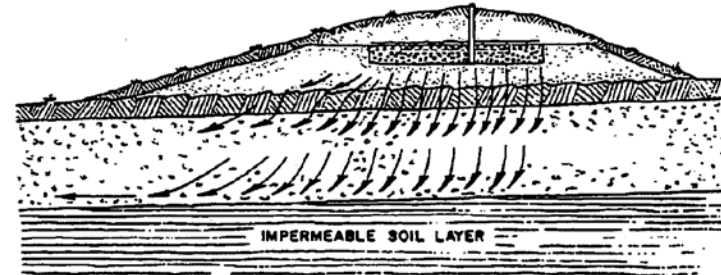
Mound System overlaying a deep permeable soil lens over a fluctuating water table.
Estimated Linear Loading Rate = 6 to 8 gal/day/LF



Mound System overlaying a shallow permeable soil lens over a semi-permeable soil layer.
Estimated Linear Loading Rate = 5 to 6 gal/day/LF



Mound System overlaying a shallow permeable soil lens over an impermeable soil layer.
Estimated Linear Loading Rate = 3 to 4 gal/day/LF



4. Infiltration Area (Dispersal Bed)

a. Sizing calculations for all mound dimensions shall be provided with all proposals. Refer to Figures 13.2a and 13.2b. The size of the infiltration area (the bottom infiltrative surface area of the bed) is determined by applying the following formula

i. Infiltrative Surface Area (sq ft) = Daily Design Flow (gal/day)/ Sand Fill Loading Rate

Figure 13.2b Mound Cross Section

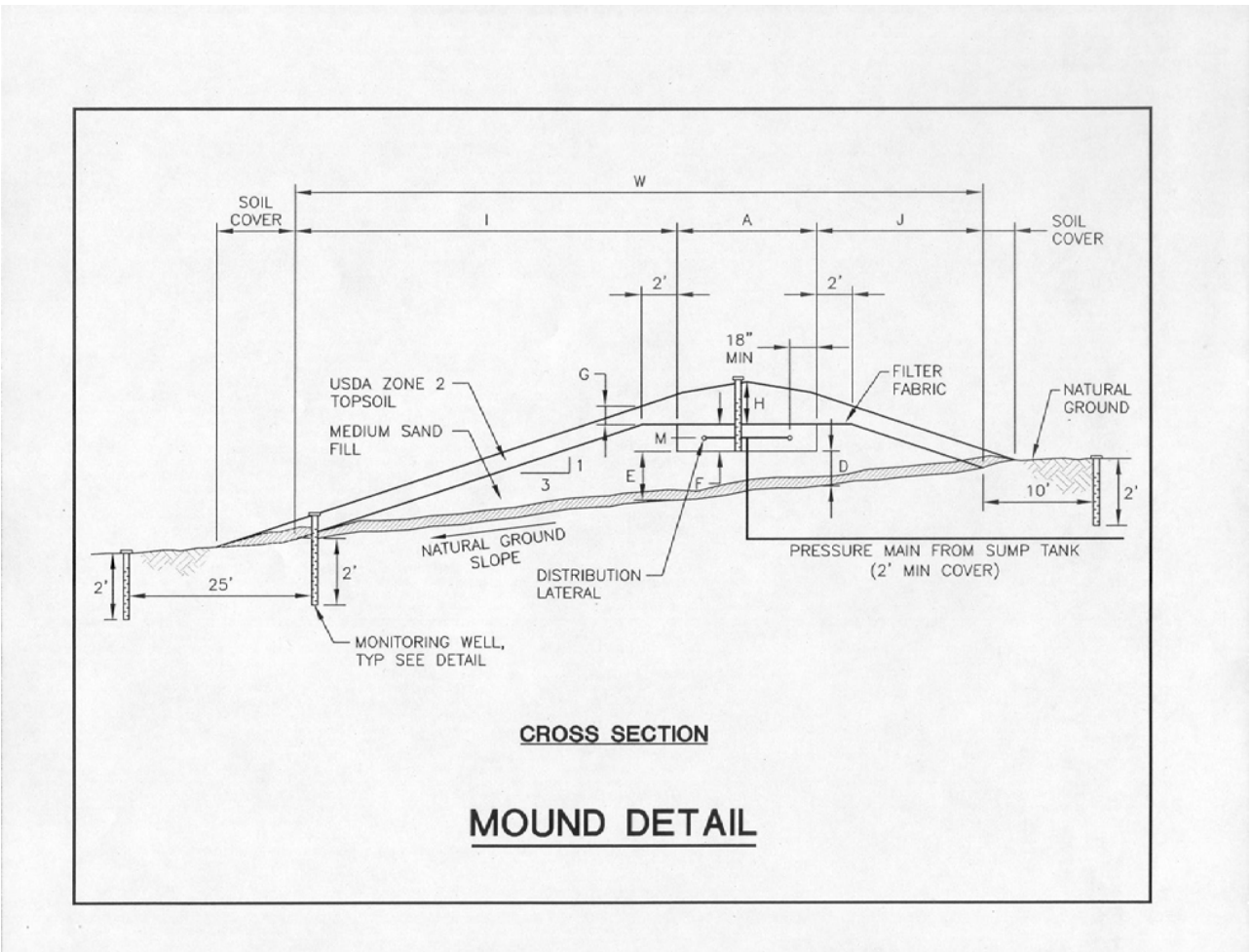
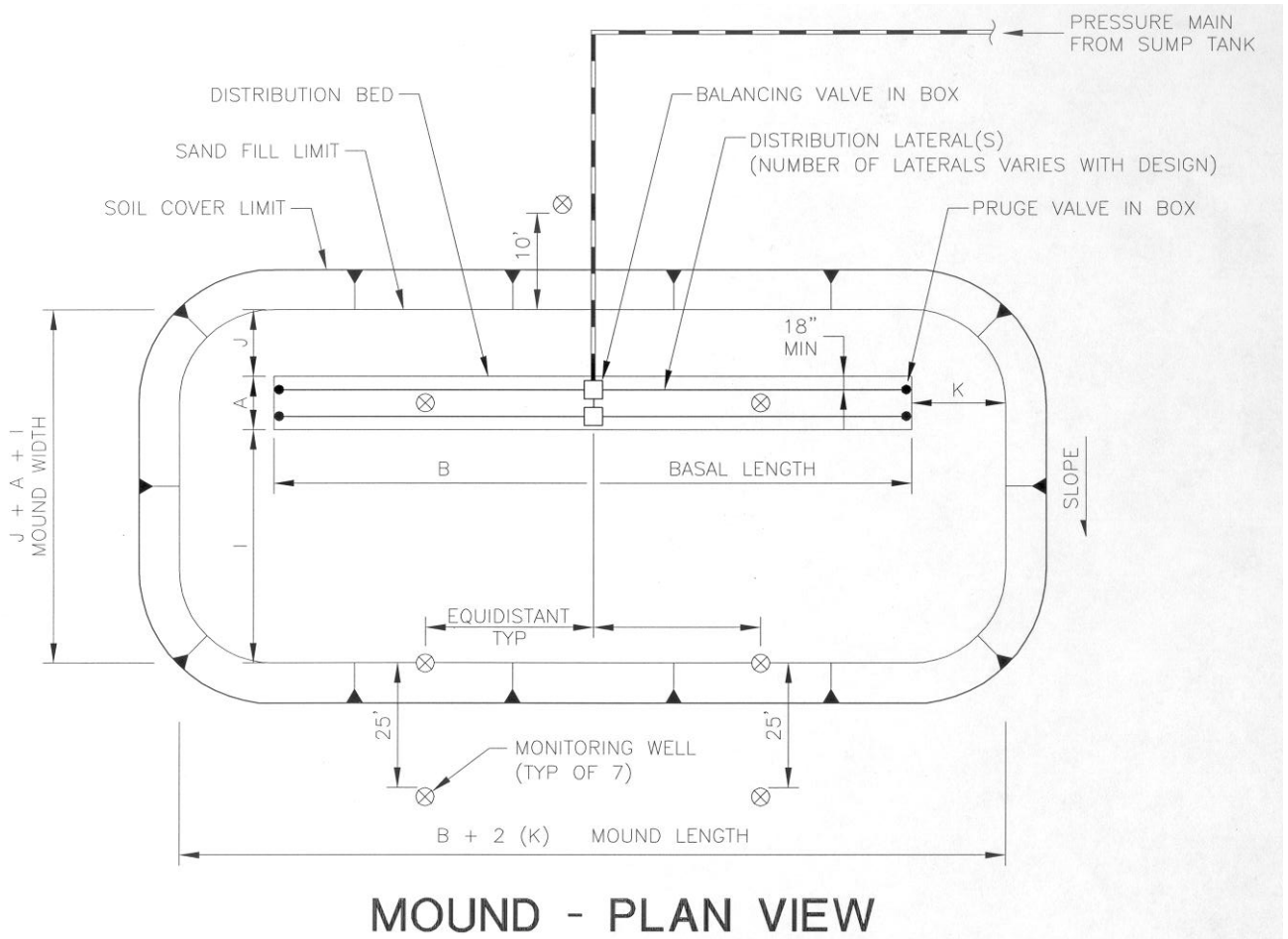


Figure 13.2c Mound Plan View



b. Dispersal Bed Width—The dispersal bed width (A) is determined by the Linear Loading Rate of certain soil type and depth. Linear Loading Rates are shown in Table 13.2a and Figure 13.2d. Maximum bed width shall be ten (10) feet.

i. $\text{Dispersal Bed Width (A)} = \text{Linear Loading Rate} / \text{Sand Fill Loading Rate}$

c. Dispersal Bed Length— The length of the infiltration area (the infiltrative surface area of the dispersal bed) is determined by applying the following formula

i. $\text{Dispersal Bed length (B)} = \text{Required Infiltrative Surface Area} / \text{Dispersal Bed Width (A)}$

- d. Dispersal Bed Depth (F)—A minimum of six (6) inches of aggregate for residential and nine (9) inches for commercial systems is placed beneath the distribution pipe and two (2) inches of aggregate is placed above the pipe.
 - i. Dispersal Bed Grade—The bottom of the dispersal bed must be level.
 - ii. Filter Media Depth—The depth of filter media shall be at least twelve (12) inches under all parts of the dispersal bed.
 - iii. The depth of filter media below the dispersal bed varies with ground slope according to the following formulas
 - iv. Filter media depth below upslope edge of dispersal bed (D) = one (1) foot.
 - v. Filter media depth below downslope edge of dispersal bed (E) = one (1) foot+[% natural slope as a decimal x width of dispersal bed (A)]
- e. Filter Media Length and Width—The length and width of the filter media are dependent upon the length and width of the dispersal bed, filter media depth and side slopes of the filter media.
- f. Side slopes must be no steeper than three-to-one (3:1) (i.e. three (3) feet of run to every one (1) foot of rise).
- g. The filter media length consists of the end slopes (K) and the dispersal bed length (B).
- h. The filter media width consists of the upslope width (J), the dispersal bed width (A), and the downslope width (I). On sloping sites, the downslope width (I) will be greater than on a level site if a three-to-one (3:1) side slope is maintained. Table 13.2b gives the slope correction factor (multiplier) for slopes from zero (0) up to twenty (20) percent with a three-to-one (3:1) side slope.
- i. The sand fill shall be level and extend a minimum of twenty-four (24) inches horizontally beyond the dispersal bed on all sides, and then uniformly slope as determined by the mound dimensions. On slopes greater than two (2) percent, the twenty-four (24) inch dimension may be reduced to twelve (12) inches on the uphill side of the distribution bed.
- j. Slope Width and Length of the Mound System
 - i. For sloping sites the downslope width (I) and upslope width (J) are a function of the depth of the sand fill below the respective downhill or uphill side of the dispersal bed, the desired side slope, three-to-one (3:1), and the slope correction factor. See Table 13.2b.
 - ii. For level sites and end slope length (K), no slope correction factor is used.
 - iii. Upslope width (J) = (D+ F)*(3) (slope correction factor)
 - iv. Downslope width (I) = (E+ F)*(3) (slope correction factor)
 - v. End slope length (K) = {(D+E)/2 + F}*(3)

Table 13.2b Mound Slope Correction Factors

SLOPE %	DOWNSLOPE (I) CORRECTION FACTOR	UPSLOPE (J) CORRECTION FACTOR
0	1	1
2	1.06	0.94
4	1.14	0.89
6	1.22	0.86
8	1.32	0.80
10	1.44	0.77
12	1.57	0.73
14	1.72	0.71
16	1.92	0.68
18	2.17	0.65
20	2.50	0.62

- k. Basal Area Calculation—The amount of sand basal area required is dependent upon the permeability of the original soil.
- i. For level sites the total basal area [length of filter media (L) x width of filter media (W) beneath the filter media is available for effluent absorption into the soil.
 - ii. For sloping sites, the only available basal area is the area beneath the dispersal bed (A x B) and the area immediately downslope from the dispersal bed [bed length (B) x downslope width (I)]. It includes the area enclosed by [B x (A + I)]. The upslope and end slopes will transmit very little of the effluent on sloping sites, and are therefore disregarded.
 - iii. The available basal area must equal or exceed the required basal area
 (aa) Basal area required = Daily flow / Soil Infiltration rate
 (bb) Basal area available = B x (A + I + J) on sloping site or B x (A + I) on level site.

5. Configuration

- a. Only single distribution beds are acceptable. Dual beds are not allowed.
- b. The maximum width of any gravel bed is 10 feet.
- c. The depth of the gravel bed shall be 6 inches below the pipe for residential systems and 9 inches for commercial systems and include 2 inches of gravel cover over the pipe.

6. Aggregate
 - a. 3/8 inch double washed pea gravel size to 2.0 inch double washed drain rock.
7. The percentage of fines (<0.035 mm) of washed gravel shall not exceed 1% by weight. Natural Contour
 - a. The distribution bed shall explicitly follow the natural contour of the ground. The bed must be installed within a tolerance of 0.25 feet (3 inches) vertically per 100 feet horizontally.
 - b. Distribution beds shall be angled or curved to meet this requirement.
 - c. The distribution bed shall not be placed in a concave landscape position.
8. Reserve Expansion Area
 - a. On parcels created before October 1971, a 100% reserve area is required.
 - b. For commercial systems and parcels created after October 1971, a 200% reserve area is required.
9. Sand Fill (Basal) Area
 - a. The sand-fill (basal) area, shall, at a minimum, provide adequate basal (absorption area). The sand area size is based upon the average percolation rate and the sewage application rate chart. See Table 7.2a.
 - b. Sand fill media shall conform to the ASTM C-33 sand with less than 5% fines less than 0.53 mm sand specification to Wisconsin mound criteria (see Table 13.2d and Figure 13.2e).

Table 13.2c Mound Sand Specification

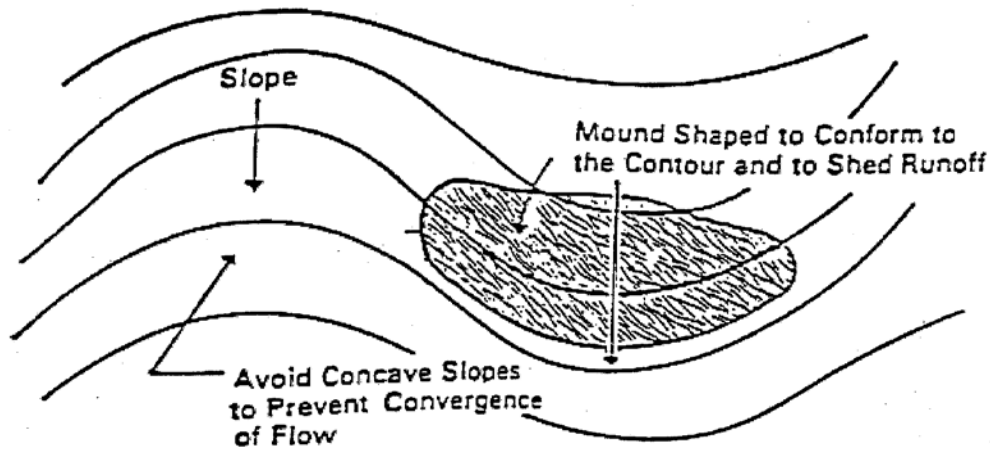
Sieve Size	Percent
#3/8	100%
#4	95-100%
#8	80-100%
#16	50-85%
#30	25-60%
#50	10-30%
#100	2-10%
#200	0-5%

- c. The ground slopes greater than 1%, the area uphill from the edge of the gravel distribution bed shall not be included in the calculations for the required basal area.
- d. Areas beyond the distal end of the gravel bed shall not be included in the calculations for the required basal area for systems exceeding 1% slope.

10. Configuration

- a. The toe of the sand fill shall follow contour, and shall not deviate more than 0.25 feet (3 inches) in elevation per 100 foot run.

Figure 13.2e Contour Conformance



- b. The sand fill configuration shall extend a minimum of 24 inches level from the edge of the distribution bed on all sides, then uniformly slope as determined by the mound dimensions. On the slopes greater than 2%, the 24 inch dimension may be reduced to 12 inches (minimum) on the uphill side of the distribution bed only.

11. Soil Cover

- a. A minimum of 6 inches in depth after settling over the gravel bed portion of the mound and over the remainder of the sand portion.
- b. Mounded to a height of 12 inches after settling at the midsection of the gravel bed.
- c. The distal ends and uphill sides soil cover width requirements are 4 feet
- d. Downslope soil cover shall conform to Table 13.2d.

Table 13.2d Mound Downhill Soil Cover Requirements

SLOPE	COVER (lineal feet beyond gravel)
0-2%	4
2-4%	6
4-6%	8
6-8%	10
8-12%	12
12-16%	16
>16%	20

- e. The quality of the soil structure and texture (USDA Classification) shall be at least equal to that of the topsoil existing on the site.

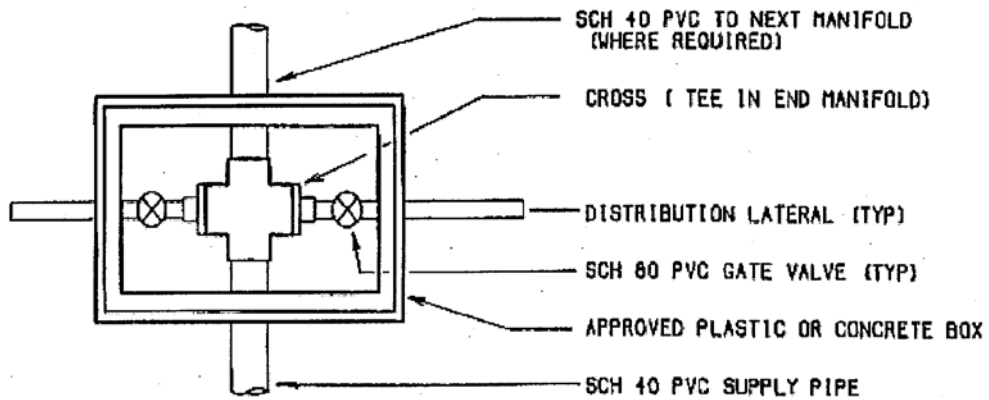
12. Distribution System

- a. Designers shall calculate the total dynamic head loss of the entire distribution systems.
 - i. Vertical differences.
 - ii. Length of entire piping system.
 - iii. Loss of all valves, tees, elbows, and appurtenances.
 - iv. Head Loss shall be referenced as feet of elevation.
 - v. Hydraulic orifice discharge shall be a minimum of 60 inches for upward discharge. Orifices shall have a protective shield.
 - vi. Orifice spacing shall be a maximum of 36 inches on center.
(Closer spacing is preferred.)
 - vii. Size of orifice shall be 1/8" – 3/16".

- b. System distribution manifolds shall have a balancing valve at the beginning of each perforated pressurized line and a purge valve at the end.
 - i. All valves shall be protected and encased within plastic, concrete or other approved type box to provide easy access and maintenance. Metallic valves are prohibited.
 - ii. Box size shall be 10 inches across or larger, round or square, and must allow enough room for maintenance and/or to install stand pipes onto the ends of the purge valves
 - iii. Balancing valves shall be PVC Schedule 80 (or higher) gate valves.

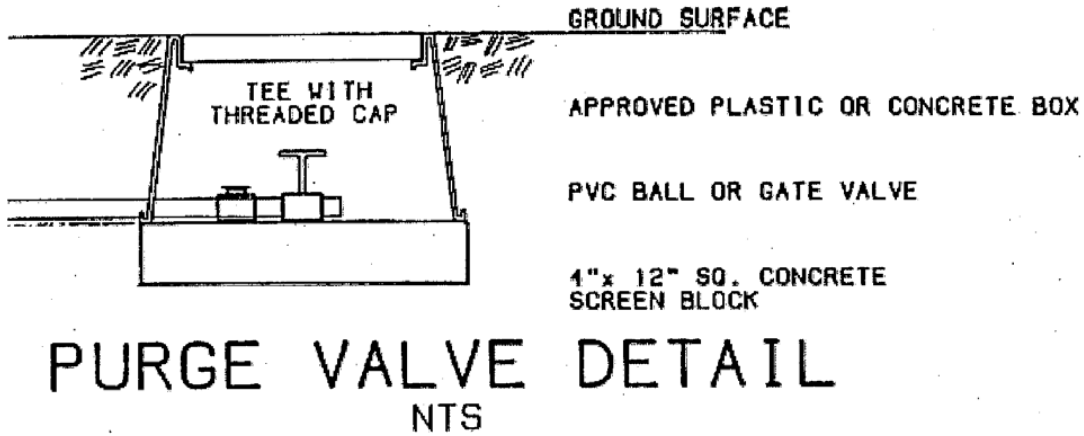
- iv. Purge valves shall be PVC Schedule 80 gate or ball type valves.
- v. Valve boxes shall be placed on screen blocks or equivalent and shall be designed, installed, and maintained so as to prevent soil and rodent intrusion into the box. See Figures 13.2f and g.

Figure 13.2f Balancing Valve



PLAN VIEW
BALANCING VALVE DETAIL

**Figure 13.2g Purge Valve
Valve**



c. Spacing of pressurized lines shall be based on gravel bed width.

Width of Gravel Bed	No. of Pressurized Lines
3 – 4 feet	1
4 – 6 feet	2
6 – 8 feet	3 – 4
8 – 10 feet	4 – 5

- d. Distribution piping shall be Schedule 40 PVC or greater of at least three-quarter (3/4) inch diameter.
- e. Maximum length of pressurized lines shall be 75 feet.
- f. Maximum distance between perforations shall be 36 inches.
- g. Perforations shall be directed upward and must be protected with a shield.

13. Sump and Pump

- a. Refer to Sections 8.3 and 8.4 for required sump and pump features.
 - i. Automatic dosing siphons are not allowed in mound sewage dispersal systems.

D. The construction criteria for Mounds includes the following:

1. These specifications must be included in the system plans submitted with the Permit Authority. The use of wheel type vehicles is prohibited.
 - a. For the purpose of ripping.
 - b. When driving on any areas that have been ripped.
 - c. When driving on the sand fill.
 - d. When placing or moving the soil cover.
 - e. At any time that the soil conditions are wet, moist, or saturated.
2. Placement of the pressurized transmission line from the sump tank to the mound manifold shall be a minimum of 24 inches below the surface of the ground.
3. Site preparation of soil surface to a depth of 8 to 12 inches.
 - a. Mow excessive vegetation.
 - b. Remove trees.
 - c. Cut and grind stumps to a depth of 12 inches.
4. Perform initial ripping parallel to the contours of the ground within the limits of the sand base; rippers set 8 to 10 inches apart.
5. After all the sand has been placed and prior to mound soil cover placement, rip the native soil that will interface with the mound soil.
6. Prohibit all traffic on any ripped surfaces until the full depth of fill or cover material has been placed.
7. Uniformly place and compress the sand fill by track rolling to a neat line to the grade determined by the mound dimensions. A tolerance of no more than 0.25 feet (3 inches) vertically, to 100 feet horizontally is allowed. Add additional sand as the sand fill area is compressed.
8. Construct gravel bed with special attention to proper elevation
 - a. Temporary form boards are required for placement of the distribution bed gravel.
 - b. Form boards shall be fully enveloped by the sand bed and shall be removed prior to cover placement.
9. Perform hydraulic test after the distribution has been completed.

- a. Hydraulic orifice discharge shall be a minimum of 60 inches for upward discharge.
 - b. Orifices shall have a protective shield.
 - c. Distribution to all laterals shall be equal.
 - d. This test shall be inspected by the consultant and the Permit Authority.
10. Condition soil cover material with sufficient moisture to permit track rolling to a firm cohesive surface.
 11. Establish the finished grade of the mound by track rolling and grooming by hand.
 12. Complete proper drainage work and erosion control measures before final inspection.
 13. Install monitoring wells and details as shown on the plans.
 14. Prior to septic system final approval, acceptable erosion control must be completed.

E. The performance wells criteria for Mounds includes the following

1. A minimum of seven performance wells shall be installed within and around the mound system. Well screen is required for the perforated sections of the performance wells. See Figure 11.6.
 - a. Two performance wells extending to the bottom of the gravel bed shall be installed within the distribution gravel bed in proportionate locations.
 - b. Two performance wells shall be installed at the down slope sand toe of the mound at proportionate locations from centerline at a depth of 24 inches.
 - c. Two performance wells shall be installed at a depth of 24 inches 25 feet down slope of the sand toe mound at proportionate locations from the centerline.
 - d. One performance well shall be installed at a depth of 24 inches 10 feet upslope of the edge of the upslope sand bed at mound centerline for sloping sites and 25 feet upslope of for level terrain.
 - e. Performance wells shall be protected and encased within plastic, concrete or an approved equivalent to provide easy access.
 - f. All performance wells shall have concrete seals for the upper 12 inches

13.3 Shallow Trench Pressure Distribution (STPD) OWTS

- A. Pressure distribution systems are designed for sites that typically have shallow top soils over slowly permeable or fractured subsoils on slopes up to 30%.

- B. The site criteria for STPD OWTS includes the following:
 - 1. Percolation rate of 1-120 mpi for STPD systems on slopes up to 30%.
 - 2. Rates faster than 1 mpi are not acceptable.
 - 3. Percolation depth measured from native grade
 - a. 24 inches minimum on slopes up to 20%.
 - b. 30 inches minimum on slopes from 20 to 25%.
 - c. 36 inches minimum on slopes from 25 to 30%.
 - d. 60 inches maximum on slopes up to 30%.
 - 4. Systems shall have a minimum depth of 24 inches of suitable soil beneath proposed trench bottom as established by
 - a. Visual field observations and soil texturing to identify a limiting condition.
 - b. The rock content (as retained on the #10 sieve) shall not exceed 50% by volume within the first 24 inches of soil below trench bottom.
 - c. Soil hydro and bulk density tests (Zone 1 or Zone 2 soils).
 - d. Plasticity Index tests as measured by ASTM D-4318-84 Atterburg Series, with results of <20 for Zone 3 or 4 soils.
 - e. Soil percolation testing with rates of 120 mpi or better
 - 5. Systems shall have a minimum depth of 24 inches below trench bottom to groundwater, fractured rock, consolidated rock, bed rock, or impermeable soils.
 - 6. The addition of an approved pretreatment unit to a STPD does not mitigate one foot of the required minimum 24 inches of suitable soil beneath proposed trench bottom. Two feet of acceptable native soil beneath the proposed trench bottom is required.
 - 7. A minimum of 24 inches below trench bottom of permeable soil shall extend a

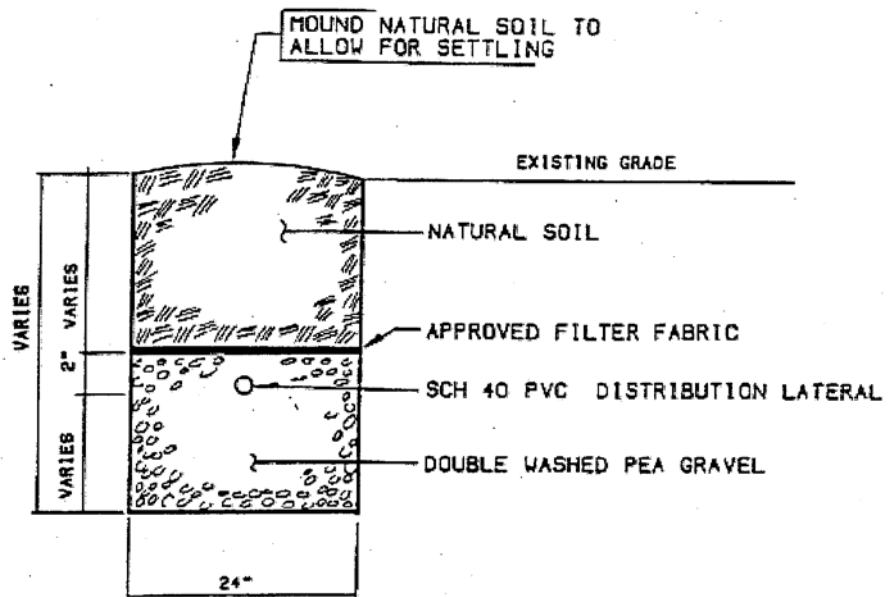
horizontal distance of no less than 25 feet down gradient from the edge of the last proposed trench.

8. To maximize evapotranspiration, pressure distribution systems may not be installed below non-permeable type soils such as high shrink well clays, highly compacted soils, highly cemented soils, and/or massive or platy soil structures.

C. The design criteria for STPD OWTS includes the following

1. The minimum trench spacing shall be 6 feet, center to center, on slopes less than 20%.
 - a. Greater trench spacing is recommended on steeper slopes.
2. Distribution trenches shall follow the natural contour of the ground; trench bottoms shall be level.
 - a. The maximum deviation along the downhill side of the trench shall not vary more than 0.25 feet (three inches) vertically per a 100 foot run. Distribution trenches shall be angled or curved to meet this requirement. The distribution field should not be placed on concave land forms.
3. Approved distribution trench design. See Figure 13.3.
 - a. Distribution piping shall be Schedule 40 PVC or greater of at least three-quarter (3/4) inch diameter.
 - b. Approved aggregate below the pipe
 - i. Perc rate of 5 - 120 mpi-- 3/8 to 3/4 double washed gravel with less than 1% fines passing the 200 sieve.
 - ii. Perc rate faster than 5 mpi--Pretreatment required before dispersal field.
 - c. Two inches of aggregate is required over the perforated sections of the pressurized line.
 - d. Minimum requirement of backfill is 12 inches over the pipe.
 - e. Maximum trench depth shall be 60 inches.

Figure 13.3 STPD Trench Detail



TRENCH DETAIL

NTS

Note: The allowable width of STPD dispersal trench 18-24"

4. Absorption Area. Shall be calculated as the sidewall beneath the distribution pipe. The bottom area of the trench is not included as absorption area for sizing purposes.
 - a. The maximum sidewall area allowed for any system design is 3 square feet per lineal foot of trench.
 - b. Center trench spacing shall be increased by 1 foot for every 6 inch increase in gravel depth.

5. Soil Cover. The quality of the back fill shall be consistent in structure and texture as the topsoil already existing on the site. A minimum depth of 12 inches is required.
 - a. Soil structure and texture above the trench is extremely important to maximize evapotranspiration.
 - b. Trenches shall not be installed below non-permeable types of soils (high shrink-swell clays, soils with massive structure, or highly compacted soils).

6. Designers shall calculate the total dynamic head loss of the entire distribution System, taking into account
 - a. Vertical differences.
 - b. Length of entire piping system.
 - c. Loss of all valves, tees, elbows, and appurtenances.
 - d. Head loss shall be referenced as feet of elevation
 - e. Hydraulic orifice discharge shall be a minimum of 60 inches for upward discharge. Orifices shall have a protective shield.
 - f. The recommended orifice spacing is 24 inches on center; however the maximum spacing is 36 inches. The first and last orifice shall be located one half orifice space from the ends of the distribution lines.

7. Balancing Valves and Purge Valves. System shall have a balancing valve at the beginning of each perforated pressurized line and a purge valve at the end. See Figures 13.2f and g.
 - a. All valves shall be encased in plastic or concrete boxes. Metallic valves are prohibited.
 - i. All balancing valves shall be PVC Schedule 80 (or equivalent) gate valves.
 - ii. All purge valves shall be ball or gate PVC Schedule 80.
 - b. All boxes shall allow enough room for maintenance and adequate room to

install stand pipes onto the end of the purge valves.

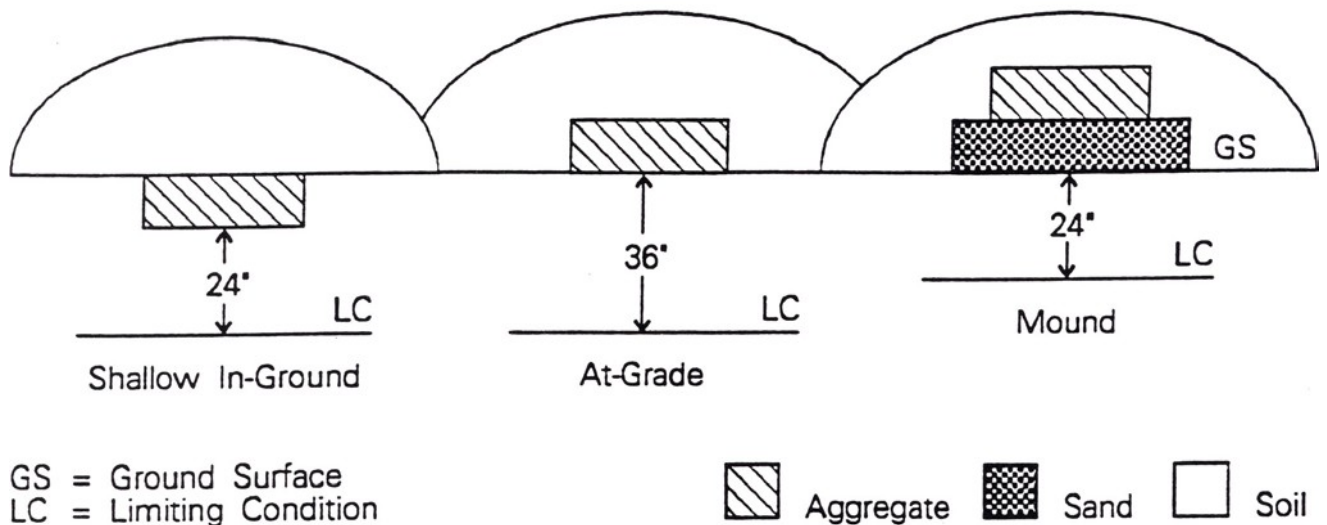
8. There shall be a minimum of 3 foot separation from the transmission line to the beginning of the aggregate portion of the trench or gravel bed.
 9. The cross section of the transmission line and the beginning of the gravel portion of the trench shall be stepped so as to prevent seepage of effluent from trench to trench.
 10. Maximum length of run for a perforated pressurized line shall be 75 lineal feet.
 11. In the distribution network, orifices shall be placed in upward position with an orifice shield.
 12. The sump and pump installation shall be as specified in Section 8.3 and 8.4
 13. Dosing siphons are prohibited in all pressure distribution type systems.
- D. The following construction criteria for STPD OWTS and specifications must be included with the system plans submitted with the permit application
1. Placement of the pressurized transmission line from the sump tank to the first manifold must be a minimum of 24 inches below the surface of the ground.
 2. Construct trench beds with special attention to proper elevation and strict attention to contour.
 - a. Trenches shall not be installed when the soils are wet or excessively damp state.
 - b. Sidewall of trenches shall be scarified to remove all smears.
 - c. Place aggregate into the trench.
 - d. Install perforated piping, placing orifices upwards for the hydraulic test. Benching is strictly prohibited for the installation shallow trench pressure distribution systems regardless of the slope.
 3. Perform hydraulic test after the distribution system has been completed.
 - a. Pump must be adequate to deliver the required orifice discharge minimum of 60 inches for upward discharge to the lateral.
 - b. Distribution to all laterals shall be balanced.
 - c. This test shall be inspected by the designer/consultant and the Permit Authority.

4. Establish the finished grade of the STPD system by track rolling and grooming by hand. Complete required drainage work and erosion control measures before final inspection.
 5. Install performance wells and complete all details as shown on the plans.
 6. Prior to septic system final approval, acceptable erosion control must be completed.
- E. The performance wells criteria for STPD OWTS includes the following. A minimum of six performance wells shall be installed within and around the system to a depth of 24 inches below proposed trench bottom. See Figure 11.6.
1. One or more performance wells shall be installed between trenches in the middle of the leach field.
 2. One or more performance wells shall be installed 10 feet down slope of the lowest trench line.
 3. Two performance wells shall be installed 25 feet down slope of the lowest trench line.
 4. One or more performance well shall be installed at 10 feet upslope of the highest trench line.
 5. Additional performance wells may be required for systems longer than 75 feet.
 6. Permit & Resource Management Department may require that performance well locations be changed in special situations.
 7. Performance wells shall be properly installed to provide easy access. See Figure 11.6 Performance Well Detail
 8. Performance wells shall be a minimum of 24 inches below trench bottom.

13.4 At-Grade OWTS

- A. The Wisconsin At-Grade soil absorption system accepts septic tank effluent and treats and disperses it in an environmentally acceptable manner. At-grade systems are designed to allow for reduced soil permeability and/or depth to groundwater conditions below the bottom of the system. It serves the same function as in-ground soil absorption trenches and mound systems. The At-grade component contains pressure distribution laterals installed on top of a gravel distribution media, which is installed directly on top of a plowed native soil. The system is then covered with a loam or a similar soil. Figure 13.4a is for illustration purposes only. Note that the diagram for the Shallow In-Ground would require the addition of an approved pretreatment unit to meet the three feet of soil below trench bottom requirement.

Figure 13.4a SIG (requires pretreatment), At-Grade, Mound Soil Below Trench Bottom Requirements

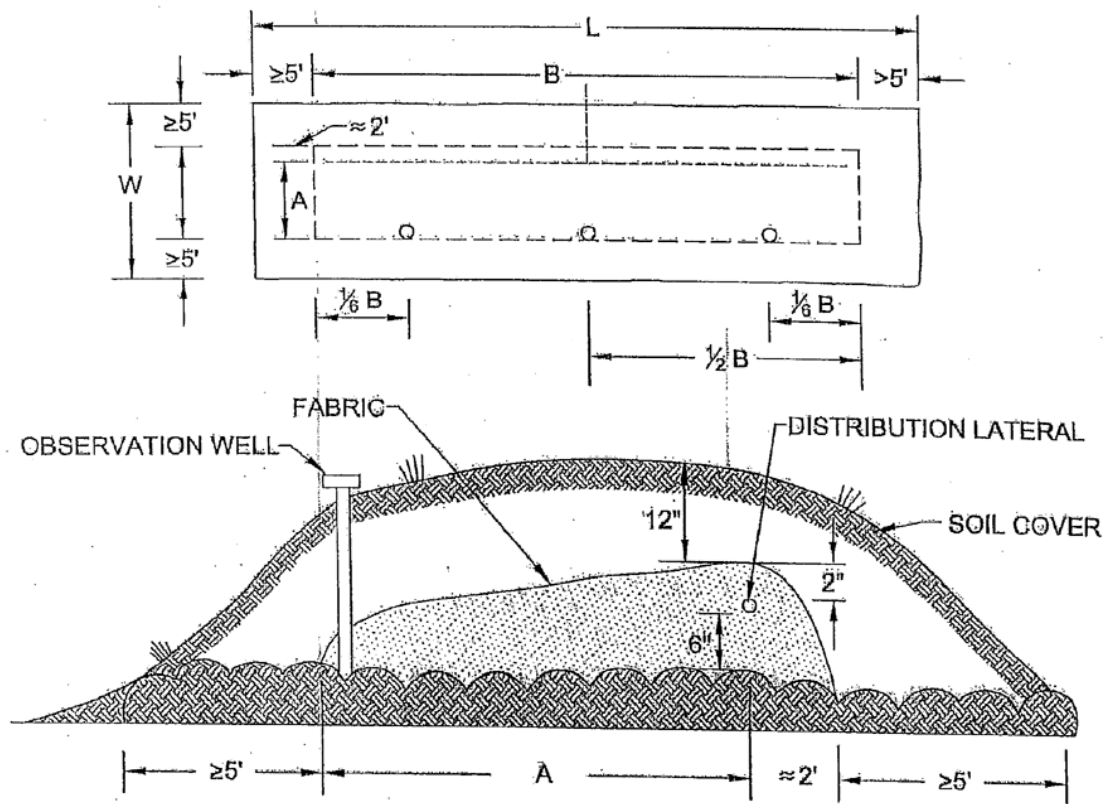


- B. The minimum site criteria for At-grade OWTS. Permeable soil is required to a depth of 36 inches. Percolation testing done at 24 or 36 inches must meet the following criteria:
1. Percolation testing may also be required at 12 inches if this is the worst soil horizon encountered.
 2. 1 - 120 mpi for At-Grade systems on slopes up to 25%. Note: A sand filter or other

approved pretreatment unit is required when percolation rates are faster than 5 mpi or slower than 90 mpi.

- a. Rates faster than 1(one) mpi are not acceptable.
3. Separation from native grade to elevated groundwater is 36 inches, but may be reduced to 24 inches with the use of a sand filter or other acceptable pretreatment unit.
 4. Minimum separation is 36 inches from fractured rock, rock exceeding 50% by volume, or bedrock as measured from native grade.
 5. Placement of the At-Grade system in areas that require the removal of large trees, boulders, or rock outcroppings is not permitted.
- C. The following **design criteria** shall be used for At-Grades in addition to the most current edition of the Wisconsin At-Grade Component Using Pressure Distribution Manual for Private On-Site Wastewater Treatment Systems.
1. Linear Loading Rate (LLR)
 - a. Designers shall estimate the LLR for all proposed At-Grade systems and shall design the width dimensions and gravel dimensions accordingly, so that the distribution bed is long and narrow and on contour (Refer to Figure 13.4b).
 - b. When the depth to a limiting condition (e.g. impermeable soil layer or rock is only 36 inches (or 24 inches with pretreatment) the LLR shall not exceed 4 gallons/linear foot/day [refer to Table 13.2a and Figure 13.2d.]
 - c. If it can be demonstrated that the wastewater flow will be vertical as well as horizontal, a higher LLR may be proposed.

Figure 13.4b At-Grade



PLAN VIEW AND CROSS SECTION OF WISCONSIN AT-GRADE UNIT WITH A SINGLE ABSORPTION AREA ON A SLOPING SITE

2. Soil Loading Rate

- a. The soil loading rate is to be based on the most restrictive soil horizon in contact with the distribution area. Use the percolation rate of the most restrictive soil horizon(s) and apply the corresponding sewage application rate (SAR) from Table 6.1.

3. Configuration (Refer to Figure 13.4b)

- a. The length of the gravel bed (B) shall be \geq the design wastewater flow \div the LLR.
- b. The basal area shall be \geq the design wastewater flow \div the SAR.
- c. The effective width of the gravel bed (A) shall be \geq the design wastewater flow \div basal area length (B). In no instance shall the width of the distribution bed below and downslope of the lateral exceed 15 feet.
- d. Absorption bed depth
 - i. There shall be a minimum of 6 inches of gravel below the distribution pile for residential systems with 2 inches of gravel cover over the pipe.
 - ii. There shall be a minimum of 9 inches of gravel below the distribution pile for commercial systems with 3 inches of gravel cover over the pipe.
- e. Only single distribution beds are acceptable. Dual beds are not allowed.
- f. The gravel bed shall extend at least 2 feet above the uppermost distribution pipe lateral.

4. Aggregate

- a. 3/8 double washed pea gravel size to 2 inch double washed drain rock
- b. The percentage of fines of washed gravel shall not exceed 1% by weight.

5. Natural Contour

- a. The distribution bed shall explicitly follow the natural contour of the ground. The bed must be installed within a tolerance of 0.25 feet (3 inches) vertically per 100 feet horizontally.
- b. Distribution beds shall be angled or curved to meet this requirement.
- c. The distribution bed shall not be placed in a concave landscape position. See Figure 13.4b.

6. Reserve Expansion Area

- a. On parcels created before October 1971, a 100% reserve area is required.
- b. For commercial systems and parcels created after October 1971, a 200% reserve area is required.

7. Soil Cover

- a. A geo-textile synthetic fabric (Mirafi 140 N or equivalent) is to be placed over the aggregate bed.
- b. 12 inches of soil covering after settling is to be placed over all aggregate. Additional depth of topsoil must be placed during the time of construction to assure that the minimum depth is achieved following natural settling of the soil.
- c. Soil cover shall extend a minimum of 5 feet uphill and on both side of the gravel bed. Downslope soil cover shall conform to Table 13.4a.

Table 13.4a At Grade Downhill Soil Cover Requirements

SLOPE	COVER (lineal feet beyond gravel)
0-2%	4
2-4%	6
4-6%	8
6-8%	10
8-12%	12
12-16%	16
>16%	20

8. Distribution System

- a. Total Dynamic Head Loss. Designers shall calculate the total dynamic head loss of the entire distribution system.
 - i. Vertical differences
 - ii. Length of entire piping system
 - iii. Loss of all valves, tees, elbows and appurtenances
 - iv. Head loss shall be referenced in feet of elevation
 - v. Distribution piping shall be Schedule 40 PVC or greater of at least three-quarter (3/4) inch diameter
 - vi. Hydraulic orifice discharge shall be a minimum of 60 inches for

- upward discharge. Orifices shall have a protective shield.
- vii. Orifice spacing shall be a maximum of 36 inches on center (Closer spacing is preferred)/
- viii. Size of orifices shall be 1/8"-3/16".

b. Balancing Valves and Purge Valves. System distribution manifolds shall have a balancing valve at the beginning of each pressurized line and a purge valve at the end.

- i. All valves shall be protected and encased within plastic, concrete or other approved type box to provide easy access and maintenance. Metallic valves are prohibited.
- ii. Box size shall be 10 inches across or larger, round or square, and must allow room for maintenance and/or to install stand pipes onto the ends of the purge valves.
- iii. Balancing and purge valves shall be PVC Schedule 80 gate or ball type valves.

c. Perforated Pressurized Lines.

- i. One or two pressurized lines may be used in the At-Grade bed with the goal being to provide maximum distribution of wastewater along the length of the At-Grade. Where 2 lines are used, the distance between the lines shall be 24 inches.
- ii. The maximum length of pressurized lines shall be 75 feet.
- iii. The maximum distance between perforations shall be 36 inches. Where 2 pressurized lines are used the holes shall be staggered between the 2 lines.
- iv. Hydraulic orifice discharge shall be a minimum of 60 inches for upward discharge. Orifices shall have a protective shield

9. Sump and Pump. Refer to Sections 8.3 and 8.4 for required sump and pump features. Note Automatic dosing siphons are NOT allowed in At-Grade sewage dispersal systems.

10. Sizing formulas for At-Grade systems. Sizing calculations for all At-Grade dimensions shall be provided with all proposals.

D. The construction criteria for At-Grade OWTS includes the following

- 1. The use of wheel type vehicles is prohibited.
 - a. For the purpose of ripping

- b. When driving on any areas that have been ripped.
 - c. When placing or moving the soil cover.
 - d. At any time that the soil conditions are wet, moist, or saturated.
2. Placement of the pressurized transmission line from the sump tank to the At-Grade manifold shall be a minimum of 24 inches below the surface of the ground.
3. Site preparation of soil surface to a depth of 8 to 12 inches.
 - a. Mow excessive vegetation
 - i. Remove tress
 - ii. Cut and grind stumps to a depth of 12 inches.
 - iii. Perform initial ripping parallel to the contours of the ground and only within the limits of the gravel base; rippers set 8 to 10 inches apart. The interface of the native soil and the At Grade soil shall be ripped after the gravel has been placed and just prior to placement of the At-Grade soil cover.
 - iv. Prohibit all traffic on any ripped surfaces until the full depth of gravel bed or cover material has been placed.
4. Gravel bed
 - a. Temporary form boards are required to hold aggregate in place to construct the gravel bed.
 - b. The temporary form boards shall be removed prior to placement of the soil cover.
 - c. Place performance wells as specified in Section 13.4E
 - d. Place aggregate in the designated tilled area to the appropriate depth as specified in D.2 above.
 - e. Work from the upslope side and avoid compaction along the downslope side.
5. Construct distribution network prior to cover placement
6. Perform hydraulic test after the distribution has been completed.
 - a. Pump must be adequate to provide hydraulic orifice discharge of a minimum of 60 inches upward discharge. Orifices shall have a protective shield.
 - b. Distribution to all laterals shall be equal.
 - c. This test shall be inspected by the consultant and the Permit Authority.
7. Place soil cover

- a. Place 2 inches (residential) or 3 inches (commercial) aggregate over the distribution network.
 - b. Place geo-textile fabric over the aggregate. Extend only to the edge of the aggregate.
 - c. Condition soil cover with sufficient moisture to permit track rolling to a firm cohesive surface.
 - d. Rip area to be covered with cover soil.
 - e. Place soil against the form boards by track rolling only. Remove the form boards.
 - f. Place soil over entire gravel bed by track rolling and grooming by hand. Complete proper drainage work and erosion control measures before final inspection. Seed and mulch.
8. Establish the final grade of the At-Grade by track rolling and grooming by hand.
 9. Install performance wells and details as shown on the plans.

E. The performance well criteria for at-grade OWTS include the following

1. A minimum of five performance wells shall be installed within and around the system.
 - a. One performance well shall be installed 10 feet upslope of the upslope gravel bed at the system centerline for sloping sites. The well depth shall be 36 inches below original grade. If the system was designed for 24 inches of soil and utilizing a pretreatment unit, the well depths shall be 24 inches below original grade.
 - b. Two performance wells shall be installed 25 feet down slope of the gravel toe at-grade at proportionate locations from the centerline. The well depths shall be 36 inches below original grade. If the system was designed for 24 inches of soil and utilizing a pretreatment unit, the well depths shall be 24 inches below original grade.
 - c. If the hydraulic gradient cannot be determined on flat sites, two performance wells will be required on each side of the system installed 25 feet from the gravel toe at proportionate locations from centerline. The well depths shall be 36 inches below original grade or 24 inches below original grade if a pretreatment unit was utilized.
 - d. Two performance wells shall be installed at the down slope toe of the gravel bed at proportionate locations from centerline at a depth of 24 inches. The depth of these performance wells shall extend to the gravel soil interface. The slotted/screen casing of the well shall extend through the entire depth of the gravel and the gravel (instead of sand) shall be placed in the annulus

between the casing and the borehole. For long systems, at least one performance well shall be installed in each 75 feet of lateral. See Figure 11.6.

13.5 Shallow In Ground (SIG) OWTS

A. Shallow In-Ground Systems (SIG) utilize shallow depth trenches and pressure distribution methods of disbursement of effluent.

1. SIG systems are designed with the acceptable fill material as soil cover.
2. The fill or soil cover is placed in a manner similar to the Permit Authority requirements for Filled Land systems.
3. SIG systems are designed for sites that typically have shallow topsoils over slowly permeable or fractured subsoils on slopes up to 25%.

B. The site criteria for SIG OWTS includes the following

1. Percolation rate of 1 - 120 mpi for systems on slopes up to 25%.
2. Percolation rates faster than 1 mpi are unacceptable.
3. Percolation tests shall be at trench depth and at two and three feet below the trench depth, if necessary after soil profile review.
4. Visual field observations and soil texturing to identify any limiting conditions.
 - a. Systems shall have a minimum depth of 36 inches of suitable soil beneath trench bottom and 36 inches from trench bottom to groundwater. These may be reduced to 24 inches if an approved pretreatment is used.
 - b. The rock content (as retained in the #10 Sieve) shall not exceed 50% by volume within the first 24 inches of soil below trench bottom.
 - c. Soils hydrometer and bulk density tests (Zone 1 or Zone 2 soils).
 - d. Plasticity Index test results <20 for Zone 3 or 4 soils (ASTM D-4318-84 Atterburg Series).
5. System sizing shall be based upon soil morphology and average percolation rate, if that results in larger system. Refer to Sonoma County Percolation Test and Sizing Chart for non-standard systems recommended sizing.

6. Systems shall have a minimum separation of 36 inches to groundwater, fractured or impermeable soils beneath trench bottom and 48 inches to bedrock as measured beneath proposed trench bottom. Note that minimum separation may be reduced to 24 inches below trench bottom if acceptable pretreatment is used.
7. To maximize evapotranspiration pressure distribution systems as the SIG may not be installed below non-permeable soils such as high shrink-swell clays, highly compacted soils, and/or soils with massive or platy structures.
8. See Sections 12.1 and 12.2 and Table 7.2c for restrictions on use and other required setbacks.
9. Soil cover of 12 inches minimum is required.

C. The design criteria for SIG OWTS includes the following:

1. See Section 13.3C Design Criteria for Pressure Distribution Systems.
 - a. Refer also to the following standards.
 - i. Permit Authority regulations for Filled Land Systems.
 - ii. Permit Authority Mound Construction Regulations.
2. Trench Spacing
 - a. Minimum of 8 feet on center for 0 to 12 ½% slope.
 - b. Minimum of 10 feet on center for 12 ½ to 20 % slope.
3. Sand filter or other approved Pre-treatment units are required on sites with percolation rates faster than 5 mpi or slower than 90 mpi.
4. A dual system with an approved diversion valve shall be designed and installed for SIG systems.

D. The construction criteria for SIG OWTS includes the following

1. See Section 13.3D Construction Requirements for Pressure Distribution Systems.

E. The performance well criteria for SIG OWTS includes the following

1. See Section 13.3E Performance wells for Pressure Distribution Systems

13.6 Bottomless Sand Filter OWTS (Geographic Waiver)

- A. A bottomless sand filter is a special case of an above grade gravel and sand-lined drain field. The process requires intermittent application of wastewater that allows an unsaturated downward flow through a filter media of an ASTM C-33 sand. The purpose of the sand filter is to pretreat the effluent and improve wastewater quality. The use of bottomless sand filters are adequate to allow substantial repairs and renovations to existing residences, provided there is no increase in the volume of sewage discharged.
- B. The site criteria for bottomless sand filter OWTS includes the following
 1. The sand filter will serve an existing structure located on the 100 year flood plain; and
 2. The sand filter will be located at least 100 feet from the summertime banks of the waterway; and
 3. The sand filter will be located on deep, well drained soils without elevated winter time water table levels and will meet all other setback requirements.
 4. Under these conditions, a reduction or elimination of replacement area may be permissible.
- C. The design criteria for bottomless sand filter OWTS includes the following
 1. The design of bottomless sand filters is based on the April, 1999 Washington State Department of Health publication "Sand Lined Trench Systems."
 2. A support structure shall:
 - a. Be designed and built so that the top of the liner is at least six inches above natural grade.
 - b. On sloping sites a surface water diversion must be excavated upslope of the sand filter at the top of the sand filter backfill material.
 - c. The containment vessel must be designed by a qualified engineer and have a

support foundation to prevent vertical and horizontal movement of the vessel.

3. The bottomless sand filter must be installed into a minimum of 6 inches of native undisturbed soils and consist of the following components:
 - a. 24 inches of ASTM C-33 sand filter media, as determined by ASTM D-136 and C-177.
 - b. A distribution bed consisting of 6 to 12 inches of gravel bed with pipe.
 - c. An approved geo-textile followed by 6-12 inches of earth backfill.

4. Effluent distribution from the sump to the sand filter shall be
 - a. Pressure transport. Manifold, lateral piping and fittings must be at minimum Schedule 40 PVC.
 - b. Pressure transport piping shall be solvent welded. All joints in the manifold piping, lateral piping, and fittings must be solvent welded and watertight.
 - c. A gate valve and check valve must be placed on the pressure transport pipe, in or near the sump tank, as appropriate.
 - d. Pressure lateral distribution piping and fittings must be a minimum of 1 inch in diameter.
 - e. Pressure manifold and transport piping must be a minimum of 2 inches in diameter.
 - f. Hydraulic orifice discharge shall be a minimum of 60 inches for upward discharge. Orifices shall have a protective shield.
 - g. Orifices must have a minimum 1/8 inch diameter and be placed a maximum distance of 30 inches apart.
 - h. Ends of the lateral distribution piping must be connected with a blow off riser for cleaning and inspecting. The riser shall extend to the ground surface and have a threaded cap.
 - i. The distribution lateral shall have 6"-12" of gravel beneath the pipe (residential and commercial respectively), 2 inches of gravel above the pipe and be covered with an approved geo-textile filter prior to placement of 6-12 inches of soil cover.
 - j. The Sand Filter maximum dosage is 90 gallons per cycle. Electronic timed meters are preferred over float (on demand) type controls.
 - k. The minimum setback requirements for bottomless sand filters are the same as those required for septic tanks.

D. The construction criteria for bottomless sand filter OWTS includes the following

1. Wooden containment vessels shall be constructed of pressure treated or redwood heart grade materials.

2. The sides of the above ground containment vessels shall be lined with a minimum thickness 30 mil PVC membrane liner.
3. The liner must extend up the sides of the support structure with enough excess to allow the liner to be firmly anchored.
4. All seams shall be factory heated or solvent welded.
5. A factory fabricated boot where the pressure line passes through the liner is required. The boot must extend into the box. All fittings must extend into the liner and be watertight.
6. Use of a non-woven needle punched synthetic geo-textile fabric in a thickness appropriate to protect the liner is required.
7. Both the filter media surface and the sand-original soil interface must be level.

E. The performance well criteria for bottomless sand filter OWTS includes the following

1. One or more performance well(s) shall be installed 10 feet upslope of the sand filter to a depth of 24 inches below grade.
2. One or more performance well(s) shall be installed 10 feet down slope of the sand filter to a depth of 24 inches below grade.
3. If the hydraulic gradient cannot be determined on flat sites, performance wells will be required on each side of the sand filter. One well shall be installed 25 feet upslope and one well installed 25 feet down slope of the sand filter. The depths of the wells shall be a minimum of 24 inches below grade.
4. On sloping sites, one or more performance wells shall be installed 25 feet down slope of the sand filter to a depth of 24 inches below grade.
5. One or more performance well(s) shall be installed in the sand filter to a depth of the upper gravel and sand interface.
6. One or more performance well(s) shall be installed in the sand filter to a depth of the lower sand and gravel interface. See Figure 11.6.

13.7 Subsurface Drip Dispersal OWTS

A. A subsurface drip dispersal OWTS is a pressurized wastewater distribution system that delivers small, precise doses of effluent to shallow subsurface dispersal/reuse

fields. The distribution piping is small diameter flexible polyethylene tubing (dripline) with small in-line emitters that discharge effluent at slow controlled rates. A typical subsurface drip dispersal system installation includes a septic tank, supplemental treatment, a dosing chamber, pump(s), control panel, timed dosing and supply and return flow monitoring, particulate filter, filter backwashing and drip line flushing, driplines, and monitoring wells. A supplemental treatment system that reduces effluent strength to the Section 13.1 Pretreatment Units quality standards is required.

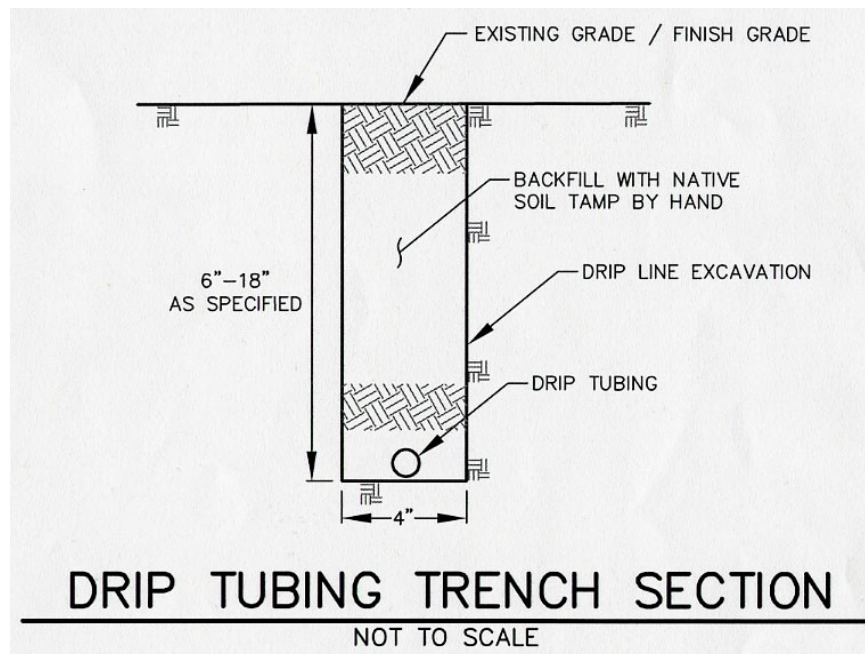
B. The site criteria for subsurface drip dispersal OWTS includes the following

1. Depth to a limiting condition and permeable soils (1-120 mpi) below the drip line bottom shall be a minimum of 24 inches.
2. The soil above the drip line proposed depth shall be permeable (1-120 mpi). This excludes massive or platy structured soils. Soils subject to flooding, excessive irrigation, farming practices, grading, ripping or roto-tilling are also not acceptable. The quality of acceptable soils above the dripline shall be equal to those below the dripline.
3. A minimum of 24 inches of permeable soil below emitter depth shall extend a horizontal distance of no less than 25 feet down gradient from the edge of the last proposed drip line, including expansion areas.
4. Subsurface drip irrigation system sites shall not exceed thirty (30) percent slope without an approved variance and a geotechnical study required for slope stability and suitability.
5. Subsurface drip irrigation system sites shall not exceed twenty (20%) percent slope when fill is placed over the drip system without an approved variance and a geotechnical study required for slope stability and suitability.

C. The design criteria for subsurface drip dispersal OWTS includes the following

1. Separation between emitter line laterals shall be a minimum of two (2) feet.
2. Dripline installations generally have emitters spaced 24 inches apart maximum and 12 inches minimum.
3. A standard drip system is typically installed 12 inches into native soil. A minimum native soil depth of 6 inches may be allowed with disinfection. The maximum soil cover allowed is 18 inches. (See Figure 13.7a).

Figure 13.7a Drip Trench Cross-Section

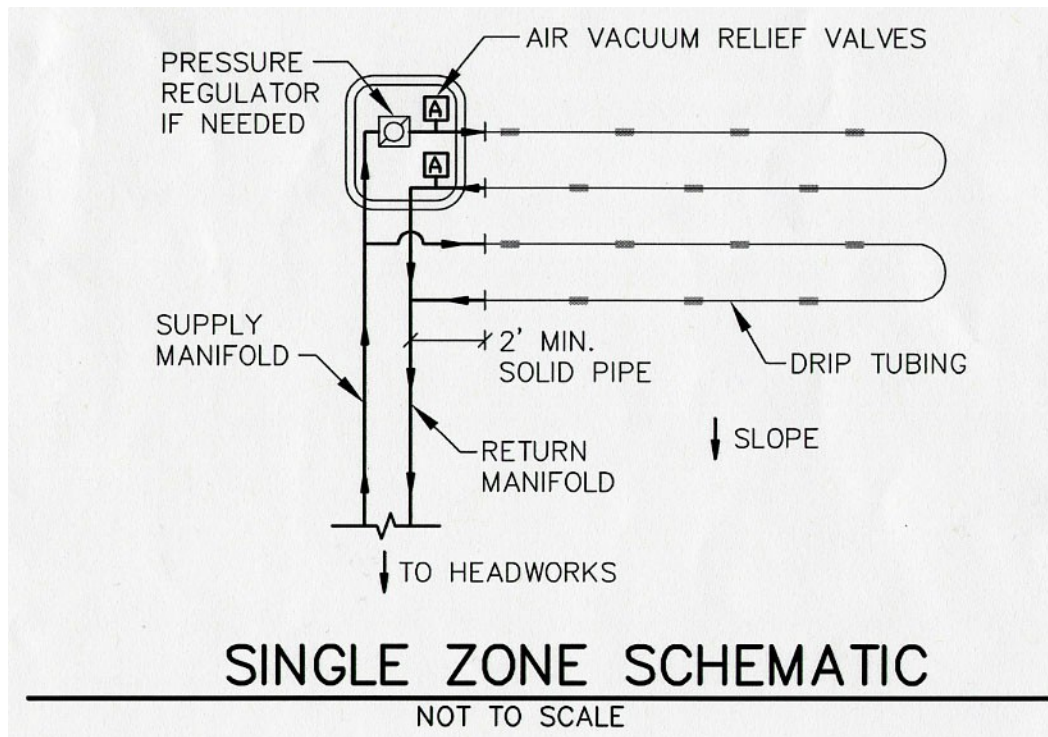


4. Soil application rates generally assume each emitter will wet an area of four square feet. However, this assumption is not valid in all soil types because the size of the wetted volume depends on soil characteristics and dosing cycles. Sizing of the subsurface drip dispersal system shall be based on both soil morphology and the percolation rate at the most restrictive horizon (See Table 7.2a for percolation rates). Designers shall clearly demonstrate the minimal square footage required as determined by the soil morphology and percolation rate. Perc tests may be waived for developed parcels in some circumstances.
5. The designer shall also determine the number of zones, the number of doses, the quantity of the dose, the head losses, spacing of drip lines, spacing of drip emitters, diameter of the drip tubing (typically 0.55" ID), pump size, location of air relief valves and the "frequency of flushes."
6. Distribution zones shall be designed to be consistent with dripline manufacturer requirements. The length of each distribution line shall not exceed manufacturer's specifications to insure equal distribution to each emitter. If multiple zones are designed, dosing must be automatically alternated between each zone.
7. All subsurface drip dispersal systems require an approved supplemental treatment unit for treating septic effluent and mechanical filtration with Vortex/Spin Filters or Disk Filters. The level of supplemental treatment must comply with NSF Standard 40 or to the satisfaction of the administrative

authority, Section 13.1 (Pretreatment Units) or as specified by the manufacturer, whichever results in most improved effluent quality. Different subsurface drip dispersal products may require different levels of supplemental treatment.

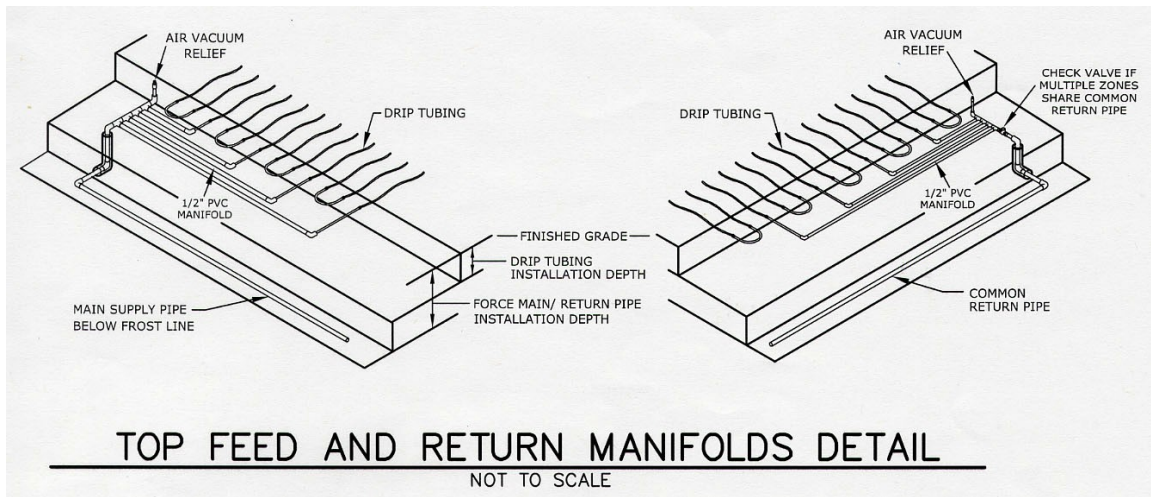
8. Drip systems are “closed loop” networks with control valves and supply/return manifolds to allow for periodic line flushing (See Figure 13.7b). Required flushing velocity shall be a minimum of 1 foot/second.

Figure 13.7b Single Zone Schematic



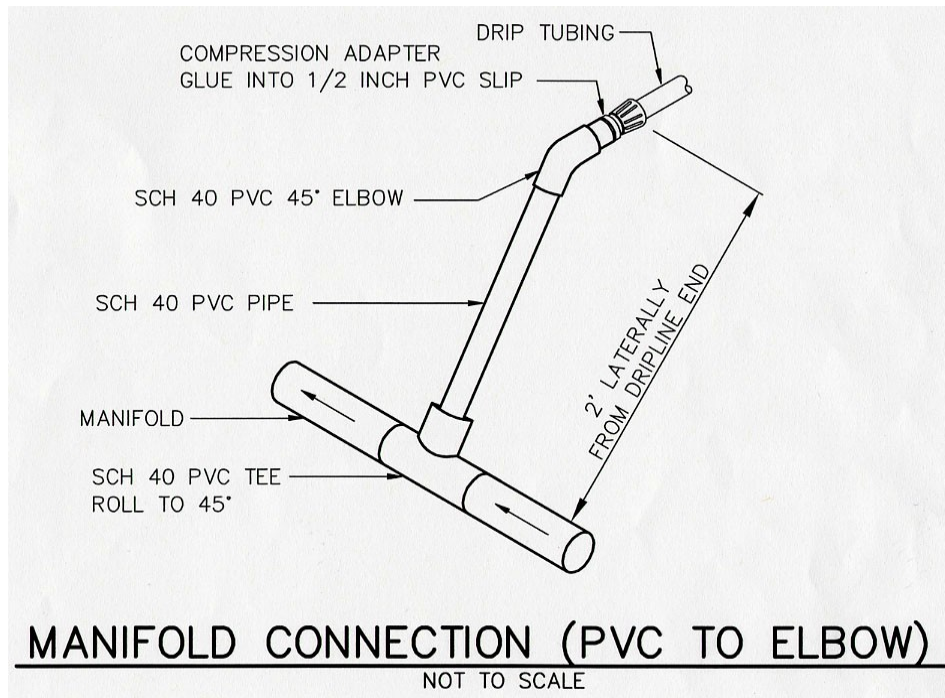
9. Designer shall employ measures to prevent uneven distribution of the dispersal field due to drain down following a pump cycle. Per California Plumbing Code, spring check valves are not allowed for wastewater applications. (See Figure 13.7c for example of a top feed manifold)

Figure 13.7c Top Feed Manifold



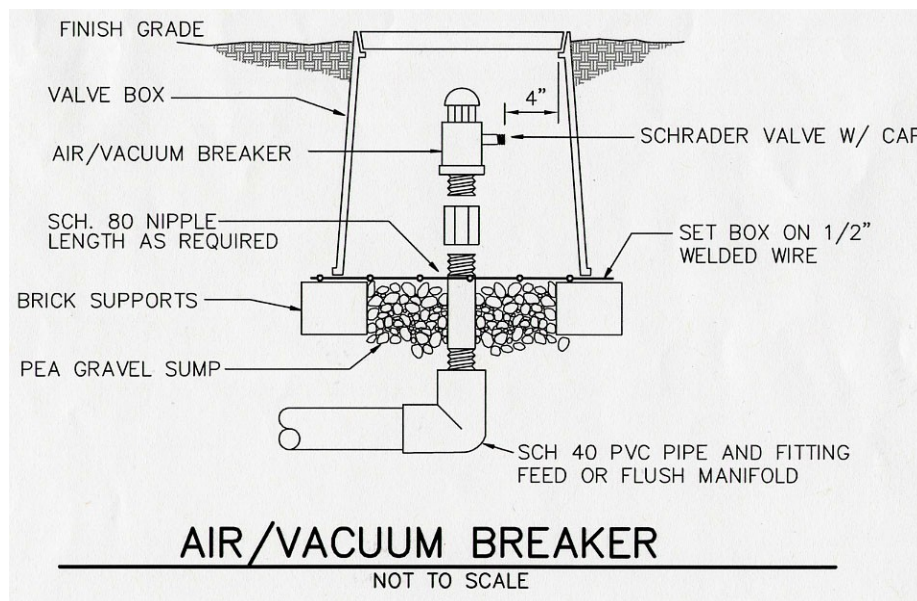
10. Provide 2 feet of solid tubing/pipe between the manifold and the drip tubing (See Figure 12.7d).

Figure 13.7d Manifold Connection



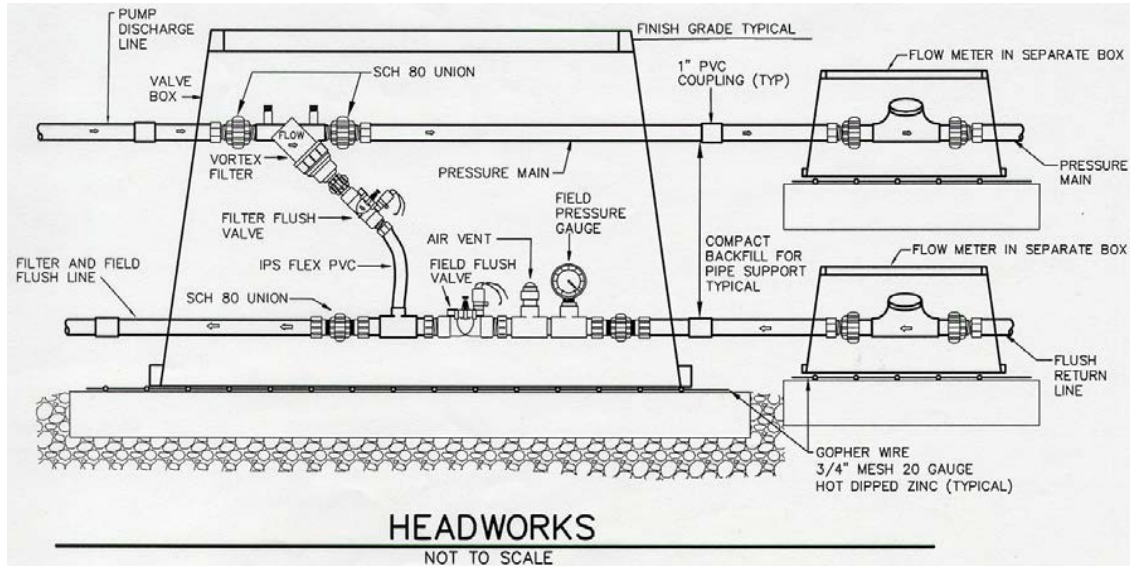
11. Air/vacuum release helps prevent soil particles from being sucked into emitters and is required on all drip systems. Air/vacuum release valve(s) must be installed at the high point of each distribution sector of the supply and return manifold. The air relief valves shall be equipped with Schrader valves in order to check pressure. These valves must be located in valve boxes with adequate room to attach a pressure gauge (See Figure 12.7e).

Figure 13.7e Air Relief with Schrader Valve



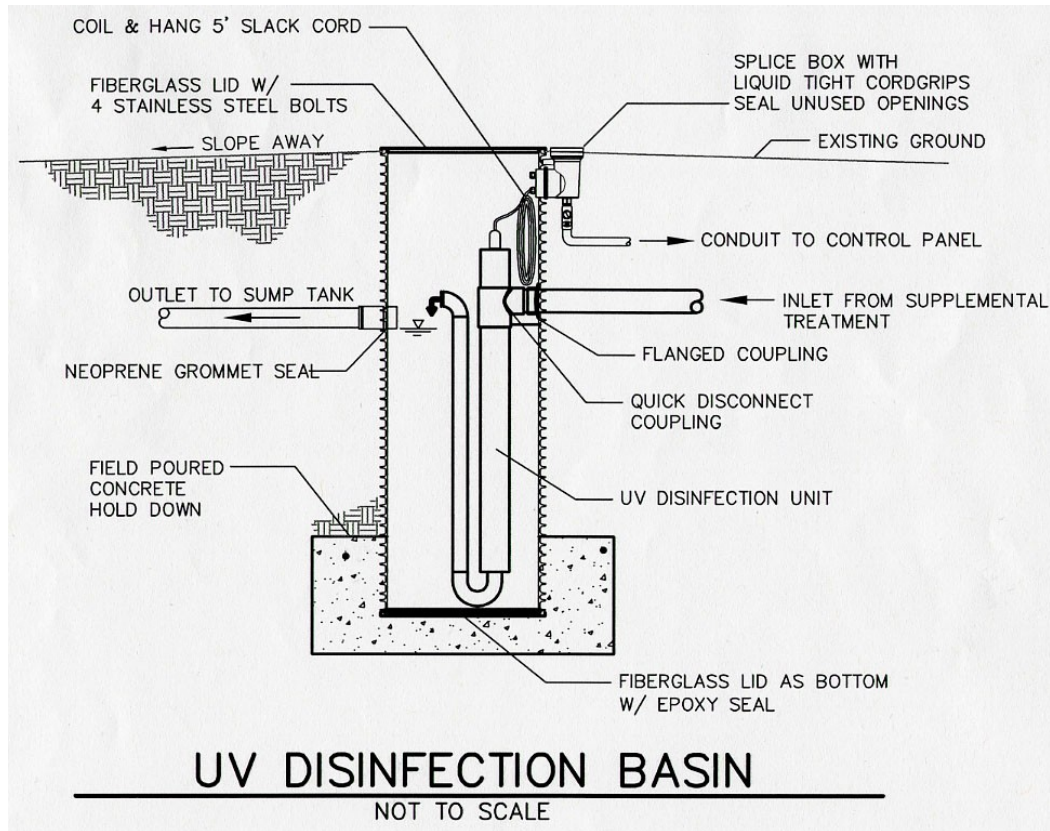
12. All system components (filters, control valves, air-vacuum relief valves, pressure regulators and controllers) shall be appropriately sized for the system dosing and flushing flow rates, and shall meet specifications of the drip line manufacturer (See Figure 13.7f for example of headworks). All transport piping, supply and return manifolds and fittings must be Schedule 40 PVC or Schedule 80 PVC if threaded fittings are utilized. All filters must be sized to operate at a flow rate greater than or equal to the maximum design discharge rate of the system including the field flush cycle.

Figure 13.7f Headworks



13. Filter backwash and line flushing debris must be returned to the septic tank or into the sump chamber.
14. Totalizing flow meters (in gallons) are required on the supply and return distribution lines. Flow meters must be installed in a readily accessible location for reading and servicing.
15. A controller capable of timed dosing and automatic line/filter flushing is required.
16. Disinfection of the treated wastewater shall be incorporated in cases of well-drained soils (<1 mpi or faster) or where drip dispersal systems only have a minimum of 6 inches of native soil cover above the drip line (see Figure 13.7g). If 6 inches of approved fill is added above the 6 inches of native soil cover, disinfection will not be required.
17. On parcels created before October 1971, a 100% reserve area is required. For commercial systems and parcels created after October 1971, a 200% reserve area is required.
18. For aerobic treatment unit (ATU) systems that function with external blowers, a cutoff switch or interlock that disables the pump must be built into the control panel so the blower may not be disconnected.

Figure 13.7g Disinfection Unit



D. The construction criteria for subsurface drip dispersal OWTS includes the following

1. Dripline can be trenched (by hand or with a trenching machine) into narrow, shallow trenches or plowed directly into the soil (with a vibratory plow or other insertion tool) and backfilled without gravel or geotextile.
2. To the extent possible, systems should be designed for the dripline lateral to follow the contour. However, whenever drip lines cannot follow the contour, distribution network driplines with Pressure Compensating (PC) emitters shall be installed in grid patterns to accommodate irregularly shaped sites or landscape irrigation applications.
3. Valves must be readily accessible for service and/or inspection. All valve boxes must be protected from gopher soil movement. A detail of the valve box must be included on the plans. Specify concrete, hardware wire or similar bottom.
4. A ground cover (turf, fruit trees or other appropriate landscaping) must be planted

over the drip field after installation to provide additional treatment, prevent erosion and increase wastewater reuse through plant evapotranspiration.

5. Fill material may only be placed above native soil for soil cover, and shall not be used to meet required soil depth minimums. The system designer shall describe the type of fill to be placed in terms of texture and structure, the depth and method of ripping before placement. No part of the subsurface drip dispersal field may be located where the site slope exceeds twenty (20) percent when fill is used.
6. Owners should avoid activities that might damage the drip tubing or compact the soil.
7. After the #189 septic electrical inspection has been completed by the Building Inspector, a startup inspection must be scheduled with the system designer, installer, service provider and the Permit Authority.

E. The performance well criteria for subsurface drip dispersal OWTS includes the following:

1. A minimum of four performance wells shall be installed around the drip dispersal field.
 - a. One performance well shall be located 10 feet upslope of the system to a minimum depth of 24 inches below the drip line depths.
 - b. One of more performance wells shall be located 10 feet down slope of the system to a minimum depth of 24 inches below the drip line depths.
 - c. Two performance wells shall be located 25 feet down slope of the system to a minimum depth of 24 inches below the drip line depths. See Figure 11.6.

Section 14 Non Standard and/or Commercial OWTS Operational Permit and Monitoring

- A. All non-standard OWTS and commercial OWTS that meet applicable criteria of Sections 11 (Commercial), 12 (Experimental) or 13 (Alternative) OWTS criteria require the issuance and possession of valid Operational Permits pursuant to Sonoma County Code Sections 24-33 and 34.
1. Applications to construct non-standard OWTS must be accompanied by applications and fees for operational permits.
 2. Operational permits are transferable subject to an ownership transfer fee.
 3. An Operational Permit Easement Deed and Agreement is needed for the Easement property serving the residence or business.
 4. A separate Easement Agreement to an Operational Permit OWTS Easement Agreement is required whenever a portion of the non-standard OWTS is located on a different parcel.
 - a. If a property changes ownership within sixty (60) days of the issuance of the original Operational Permit, the permit may be transferred without additional fees. The anniversary date shall remain as per permit originally issued.
- B. A recorded easement agreement is required for all OWTS subject to this Section. The purpose of easement agreements is to allow the associates and employees of PRMD and/or the RWQCB onto the properties to monitor and test the non-standard OWTS.
1. Primary and reserve test areas for non-standard OWTS are required to have the standard easement agreement recorded against the parcel before issuance of the sewage dispersal permit.
 2. Easement agreements may not be removed from the title of the property unless authorized in writing by the Permit Authority.
- C. Monitoring forms will be provided by Permit Authority staff to the property owner two times per year for recording information regarding OWTS operation.
1. Property owners shall complete the monitoring reports and submit them to the Permit Authority within thirty (30) days of receipt.

2. Failure to perform the self-monitoring program is cause for suspension of the Operational Permit.
 3. Failure to provide access to the system area when requests for access have been communicated to the property owner is cause for revocation.
- D. All Experimental or Alternative Non-Standard OWTS that include an approved Pretreatment Unit, permitted on or after the effective date of this OWTS manual are subject to inspection, maintenance and monitoring by an approved Service Provider for the life of the system. An approved Service Provider means a Registered Civil Engineer, Registered Environmental Health Specialist, or any person who is licensed as a certified on-site wastewater system inspector or other equivalent license by passing a state or nationally accredited test.
1. All Non-Standard OWTS permitted prior to the effective date of this OWTS manual will have the option of being permitted with an approved Service Provider, or remain as they are currently permitted.
 2. A copy of a signed contract with the approved Service Provider, if applicable, a completed maintenance and monitoring inspection report shall be submitted to the Permit Authority with any application for a change of ownership.
 3. Once a Service Provider is hired or upon change of ownership, the Non-Standard OWTS with a Pretreatment Unit will be required to have a Service Provider for the remaining life of the system.
 4. All non-standard systems with TCOM/VCOM panels must have a qualified Service Provider for the life of the system.
- E. All non-standard OWTS must be designed with a series of performance wells to sample for potential subsurface groundwater degradation. Performance wells are strategically placed up gradient, laterally, down gradient and within most non-standard OWTS.
- F. The Permit Authority may occasionally sample performance wells for total coliform bacteria, fecal coliform bacteria, and nitrates as indicators of the degree of sewage treatment and function of non-standard OWTS. The following are limits of maximum contaminant levels to analyze degree and function of nonstandard sewage dispersal systems.
- G. Any non-standard OWTS that causes sewage to surface or discharge at ground level or any tank exfiltrating wastewater or infiltrating groundwater is deemed to have an adverse effect on surface water and is considered a public health hazard. It is

defined as a failing OWTS. Such a system shall be immediately corrected or abated.

1. Sample results greater than 240,000 M.P.N. (most probable number) total coliform bacteria and/or a fecal coliform count greater than 2.2 M.P.N. exceeds the maximum contaminant levels and is deemed to have an adverse effect on subsurface water.
 - a. Such level of contamination as sampled from any purged performance well located 25 feet or greater down gradient from the dispersal field indicates a failing system.
 - b. Failing systems shall be corrected or abated.

2. Sample results exceeding 3,000 M.P.N. but less than 240,000 M.P.N. total coliform and/or less than 2.2 M.P.N. fecal coliform, do not exceed the maximum contaminant levels. However, these results define a non-standard OWTS as operating marginally.
 - a. The contaminant levels are results of samples that have been taken from any purged monitoring well located 25 feet down gradient from the dispersal field.
 - b. For the purpose of the Annual Monitoring Report, OWTS that show ponding of effluent within 12 inches of trench bottom (but do not exceed M.C.L.'s mentioned above) are defined as operating marginally.

H. The Permit Authority is required by the RWQCB to monitor the operation and maintenance of all non- standard OWTS.

1. Inspection frequency may vary but is generally based upon a frequency of one inspection per year.
 - a. The Permit Authority shall submit results of the monitoring inspections to the RWQCB in the form of an annual report for each calendar year.
 - b. The Permit Authority shall notify the RWQCB in writing whenever the monitoring program is inadequately staffed.

Section 15 Vesting Certificates

15.1 General

- A. The issuance of vesting certificates for approved OWTS plans and/or installed OWTS are intended to protect property owners from any potential future changes in OWTS regulations, during the effective term of the vesting certificate. Pursuant to Sonoma County Code Chapters 24-56 & 57 and 7-12 (Appendix C), the design and/or installed system must be in conformance with current codes and standards in effect at the time of vesting certificate approval, including proof of water in water scarce and marginal water areas (second dwelling units only).

15.2 Limitations

- A. Vesting certificates for approved OWTS designs are valid for three (3) years from the date the vesting certificate is signed. Upon submission of a complete OWTS permit application within the three years, an OWTS permit shall be issued in accordance with the approved plans. Prior to permit issuance, a site visit shall be made to determine that no changes have occurred which may cause revocation of the vesting certificate.
- B. Vesting certificates for installed OWTS are valid for two (2) years from the date the vesting certificate is signed.
- C. Upon proper application for a Well & Septic Clearance for the residence within that time period, the clearance will be approved, provided the proposed dwelling does not exceed the design capacity of the OWTS and does not conflict with required setbacks to any feature of the OWTS.

15.3 Restrictions

- A. Experimental systems and/or those systems subject to Waste Discharge Requirements (WDRs) from the Regional Water Quality Control Board are not eligible for vesting certification. Vesting certificates for OWTS subject to WDRs may be eligible if WDRs are waived by the Regional Water Quality Control Board.

15.4 Revocation

A. Vesting Certificates can be revoked in the following cases

1. It is found to have been based upon false or erroneous data.
2. Excavation, grading, or compaction of soils has occurred which would render the approved leach field area or expansion area unsuitable for a septic system.
3. The Regional Water Quality Control Board adopts a prohibition against waste discharges.
4. Further information shows that the proposed installation would create a gross public health hazard.

B. Alteration of Ambient Conditions

1. Construction of wells, waterways, cut banks, or roads have occurred that would affect the area's use for the leach field or reserve expansion area.
2. The County cannot deny a permit for a well within 100 feet of a vested area unless the septic system has actually been installed or a septic system permit issued.

Section 16 Subdivisions and Lot Line Adjustment Requirements

- A. No approval of an application for a minor subdivision or lot line adjustment which necessitates use of sewage easements shall be granted. Each proposed lot must be demonstrated to have a site suitable for installation and expansion of an OWTS contained entirely within the proposed property lines of the lot.

- B. Sewage easements for major subdivisions may be considered under the following circumstances
 - 1. A homeowner's association or other entity of dischargers empowered to conduct a program of regular sewage system monitoring, maintenance, and repair is created.
 - 2. Easements are contained only within common lands of the subdivision.
 - 3. Common areas are owned and controlled by the entity.
 - 4. The easement for each lot is entirely separate and distinct from the easement for any other lot.
 - 5. Use of easements is not used as a basis to allow lot sizes smaller than those specified in the County Subdivision Ordinance for lots with OWTS.
 - 6. New applications for construction or repair of an OWTS shall be in accordance with these requirements.
 - 7. The Project Review Specialist - Health shall be responsible for implementing regulations relative to subdivisions and lot line adjustments.

Section 17 Variance Requirements

- A. Requests for variances of State and/or County regulations may be granted only when the Director of the Permit Authority, or his/her designee, determines that the requested variance is consistent with the minimum standards for public health and water quality protection. Any variance request must provide a corresponding mitigation measure(s) or justification to assure that public health and water quality protection at least equal to that established by the rules, is provided.
- B. Variances shall be considered only if no other reasonable alternative exists on the property.
- C. The Permit Authority shall review the variance request(s) for a site development, evaluating the proposed variance mitigation measure(s) for consistency with the public health/water quality protection intent of the OWTS standards.
- D. Variances cannot be approved for the prohibitions listed in section 4.2.C unless there is a corresponding mitigation measures listed in section 4.3.
- E. Variance Justification. The variance justification shall include the following:
 - 1. The special circumstances affecting the property that make the strict application of the standards impractical.
 - 2. The standard proposed to be varied.
 - 3. The proposed substitute measure.
 - 4. How the substitute measure achieves the same intent or goal as the standard being varied.
 - 5. The soil type, according to the USDA Sonoma County Soil Survey.
 - 6. Soil profile logs.
 - 7. Preliminary OWTS design
- F. Typical variance items and approved mitigation measures approved are shown in Table 17.
- G. Variance requests for undeveloped parcels and upgrades to existing OWTS that would result in a potential increase in flow are prohibited in areas identified in Section 18.

Table 17 Minimum Requirements for Variance Requests

Variance Specific Item	Approved Mitigation Measure
Slopes >30% (section 4.2.C.4)	<ol style="list-style-type: none"> 1. Subsurface drip dispersal or shallow trench pressure distribution OWTS only 2. Drip/leach lines installed by hand 3. Slope Stability Report prepared by a registered professional 4. No benching 5. Trees with diameters greater than 6 inches not to be removed. 6. Minimum 36" soil depth below drip/leach lines or no evidence of saturation. 7. 75 ft (undeveloped parcels) or 50 ft (developed parcels) setback to cutbanks and/or unstable land forms
100 ft setback from leachfield to perennial watercourse	<ol style="list-style-type: none"> 1. For developed parcels with no increase in flow, reduction to no less than 50 ft (setback will be the greatest possible and no closer than existing OWTS) with PRMD approved pretreatment unit 2. For developed parcels with a proposed increase in flow, reduction to no less than 50 ft (setback will be the greatest possible and no closer than existing OWTS) with PRMD approved pretreatment unit and disinfection unit.
50 ft setback from leachfield to ephemeral watercourse	<ol style="list-style-type: none"> 1. For developed parcels, reduction to no less than 25 ft (setback will be the greatest possible) with PRMD approved pretreatment unit 2. For undeveloped parcels, reduction to no less than 40 ft (setback will be the greatest possible) with PRMD approved pretreatment unit 3. Or, existing piped watercourse to be encased in a watertight pipe with water tight joints 4. Or, adequate protective site specific conditions existing, such as physical settings with low hydrogeologic susceptibility from contaminant infiltration (e.g. evidence of confining layer(s), watercourse upgradient

<p>50 ft setback from septic tank or sump to perennial stream, ocean, lake or reservoir</p>	<ol style="list-style-type: none"> 1. Waterproof surface barrier applied to concrete tank consistent with Manual of Concrete Practice ACI 515.1R 2. Flexible rubber boots or compression seals meeting ASTM C 1173 used for inlet and outlet connections to provide flexibility in case of tank settlement while still maintaining watertight seal. 3. An approved double wall fiberglass tank may be used in lieu of a concrete tank. 4. Tank leakage test
<p>100 ft setback from well to leachfield</p>	<ol style="list-style-type: none"> 1. Reduction of setback to 50 ft for existing wells on same parcel. 2. New leachfield shall be no closer to the well than the leachfield that is being replaced (50 ft is a minimum, the setback will be the greatest possible). 3. Provide an approved non-standard OWTS or an approved pretreatment unit on a standard OWTS.
<p>Installation of OWTS in fill material</p>	<p>Evaluation of structure, texture, consistency, pore space, percolation rate of fill material.</p>
<p>Property line setback reductions</p>	<ol style="list-style-type: none"> 1. Consultant and property owner clearly state in writing and on the approved OWTS plan that the location of the OWTS is clearly on his/her property. 2. If there is disagreement and the location is not clear, a survey of the property line is required.
<p>Structure(s) setbacks</p>	<ol style="list-style-type: none"> 1. A reduction to a setback to a non-structural cement slab, path, patio, pool deck can be approved provided the setback reduction will not interfere with the performance of the OWTS. 2. Structural engineer certification that the tank or dispersal field will not impact the integrity of the structures foundation or cause pollution of the structure (e.g. pool, spa, pond) and that the access to the tank and dispersal field will not be impeded.
<p>Installation of a Non-Standard OWTS in permeable soil below an impermeable soil lens</p>	<p>Provide an approved pretreatment unit.</p>

<p>Prohibition 4.2.C.6 Periodic Monitoring</p>	<p>Enrolled in the Operational Permit Program</p>
<p>Prohibition 4.2.C.8-9 Vertical Separation to Groundwater</p>	<p>Apply to the appropriate Regional Water Board for a set of waste discharge requirements, waiver of waste discharge requirements or a conditional waiver of waste discharge requirements.</p>
<p>Prohibition 4.2.C.11-12 Horizontal Separation from Water Sources</p>	<p>Utilize supplemental treatment to achieve treatment standards listed in Table 4-3.</p>

Section 18 Variance Prohibition and Special Standards Areas

- A. There are several areas in Sonoma County that are subject to variance prohibitions and/or special standard requirements. These areas include the following:
1. Camp Meeker
 - a. Variance requests for new construction of structures on vacant lots and construction on existing structures that would result in an increase of flow prohibited.
 - b. All applications approved by PRMD are subject to a condition that the structures involved will be connected to a community system when it becomes available.
 2. Canon Manor Subdivision
 - a. Permits/clearances for new construction of structures on vacant lots and/or construction on existing structures on OWTS that would result in an increase of flow prohibited.
 3. Coastal Subdivisions of Carmet, Rancho del Paradiso, Salmon Creek, Sereno del Mar and the Community of Jenner
 - a. Variance requests for new construction of structures on vacant lots and construction on existing structures that would result in an increase of flow prohibited.
 4. Happy Acres Subdivision
 - a. Lots of less than 30,000 sq ft unbuildable unless connected to the Happy Acres Water System.
 - b. All standard OWTS with intercept drains shall be designed by a Qualified Consultant.
 - c. If wet weather percolation testing required, no variances allowed.
 5. Larkfield-Wikiup Area
 - a. Septic system prohibition area Mayfield Dr., Ascot Dr., Fairly Dr., Eton Ct., Devon Ct.
 6. Monte Rio
 - a. Variance requests for new construction of structures on vacant lots and construction on existing structures that would result in an increase of flow prohibited.
 7. Penngrove/South Cotati
 - a. Variance requests of wet weather percolation requirements prohibited.

8. West Petaluma Area

- a. All lots subject to 7.5 and 7.11 wet weather percolation testing and groundwater determination requirements.
- b. An interceptor drain shall be provided on all lots that have not had wet weather groundwater determinations (e.g. lots with slope > 5%).
- c. Lack of a confining layer in which to bed an interceptor drain will result in the need for wet weather groundwater determinations.
- d. Areas which exhibit spring activity or potential wintertime seepage shall be subject to wet weather groundwater determinations.

9. Russian River Meadows Subdivision Units 1 & 2 (aka Rein's Beach)

- a. Wet weather testing may be conducted when observed water levels ranges from 0"-12" below ground surface in the groundwater monitoring wells located on APN096-211-017 (22800 Conifer).
- b. Except for the above noted provision, variance requests for new construction of structures on vacant lots and construction on existing structures that would result in an increase of flow prohibited.

10. South Wright Area

- a. Variance requests for new construction of structures on vacant lots and construction on existing structures that would result in an increase of flow prohibited.
- b. No permits and/or clearances for property improvement, land division or change in use. In the "septic tank ban area" shall be granted unless connection to sewer is included in the proposed application.

11. Thomas Larkin Woods Subdivision Unit 1

- a. Variance requests for new construction of structures on vacant lots and construction on existing structures that would result in an increase of flow prohibited.

12. Westvue Meadows Subdivision

- a. Compliance with depth to groundwater requirements (without variance), required on all lots, regardless of slope.

B. Sonoma Creek is subject to the approved 2010 Pathogen TMDL Implementation Plan.

C. RWQCB Impaired Water Bodies for Pathogens subject to Tier 3 Impaired Areas

1. TMDL Completion Date 2016

- a. Mainstem Russian River from Fife Creek to Dutch Bill Creek, Green Valley Creek watershed, Russian River at Healdsburg Memorial Beach and unnamed tributary at Fitch Mountain, mainstem Laguna de Santa Rosa, mainstem Santa Rosa

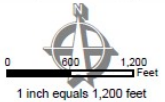
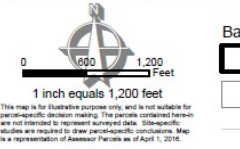
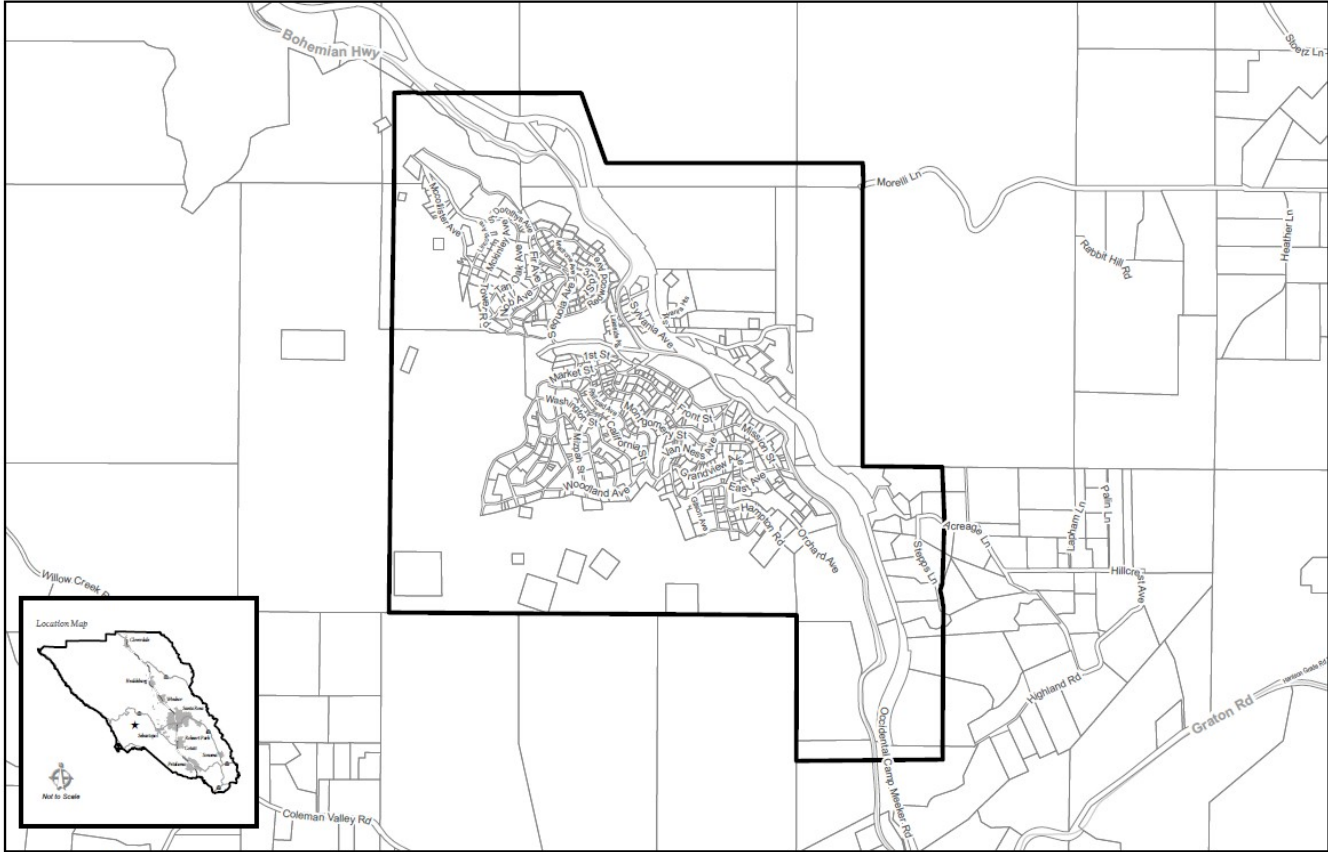
Creek. (See LAMP Part 1, Appendix C and Part 3 Advanced Protection Management Plan).

2. TMDL Completion Date 2017

a. Petaluma River, Petaluma River (tidal portion).

D. Refer to Maps 18.1-13 for areas subject to this Section.

Map 18.1 Camp Meeker



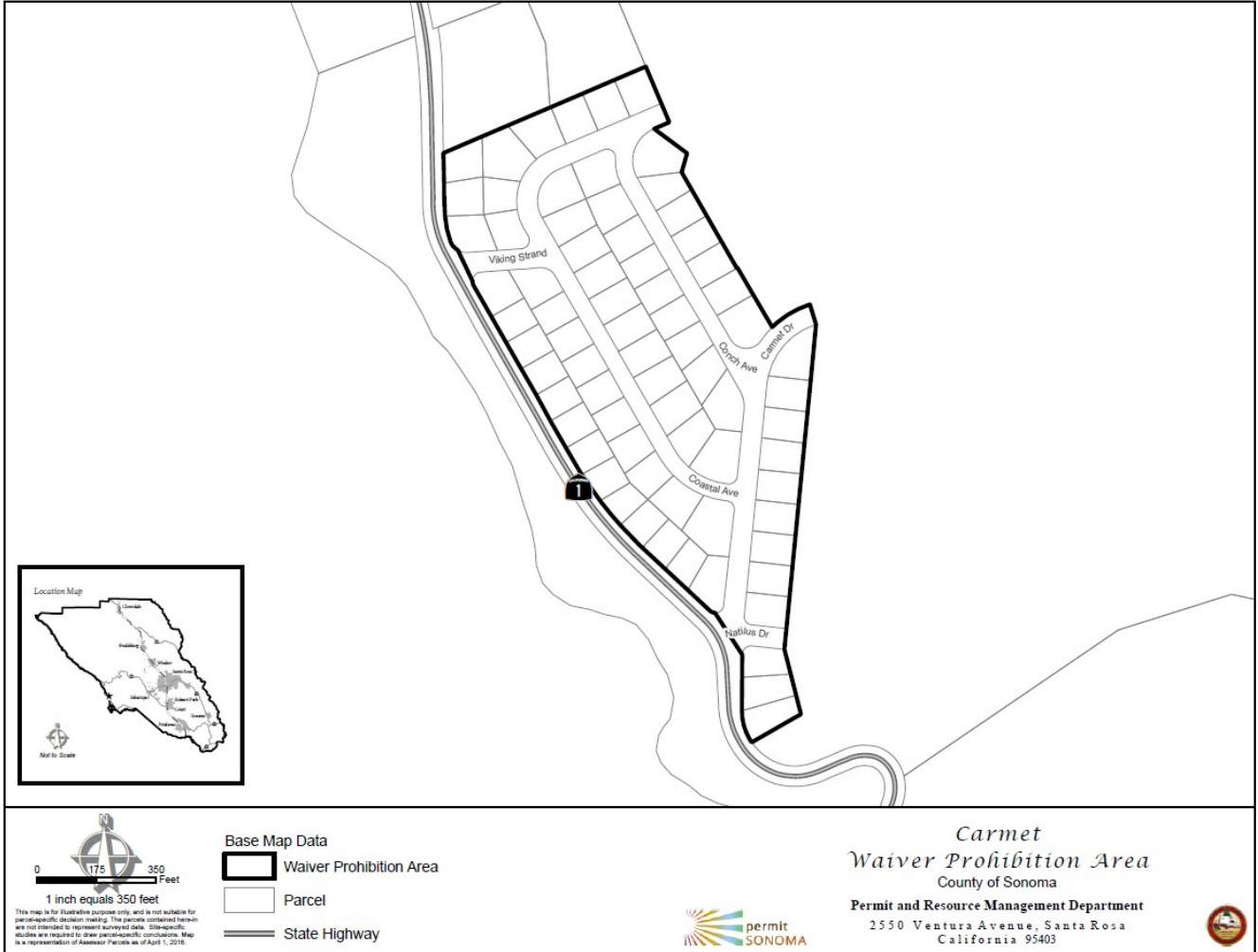
- Base Map Data**
- Waiver Prohibition Area
 - Parcel
 - Main Arterial Street

Camp Meeker
Waiver Prohibition Area
 County of Sonoma
Permit and Resource Management Department
 2550 Ventura Avenue, Santa Rosa
 California 95403



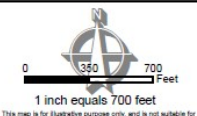
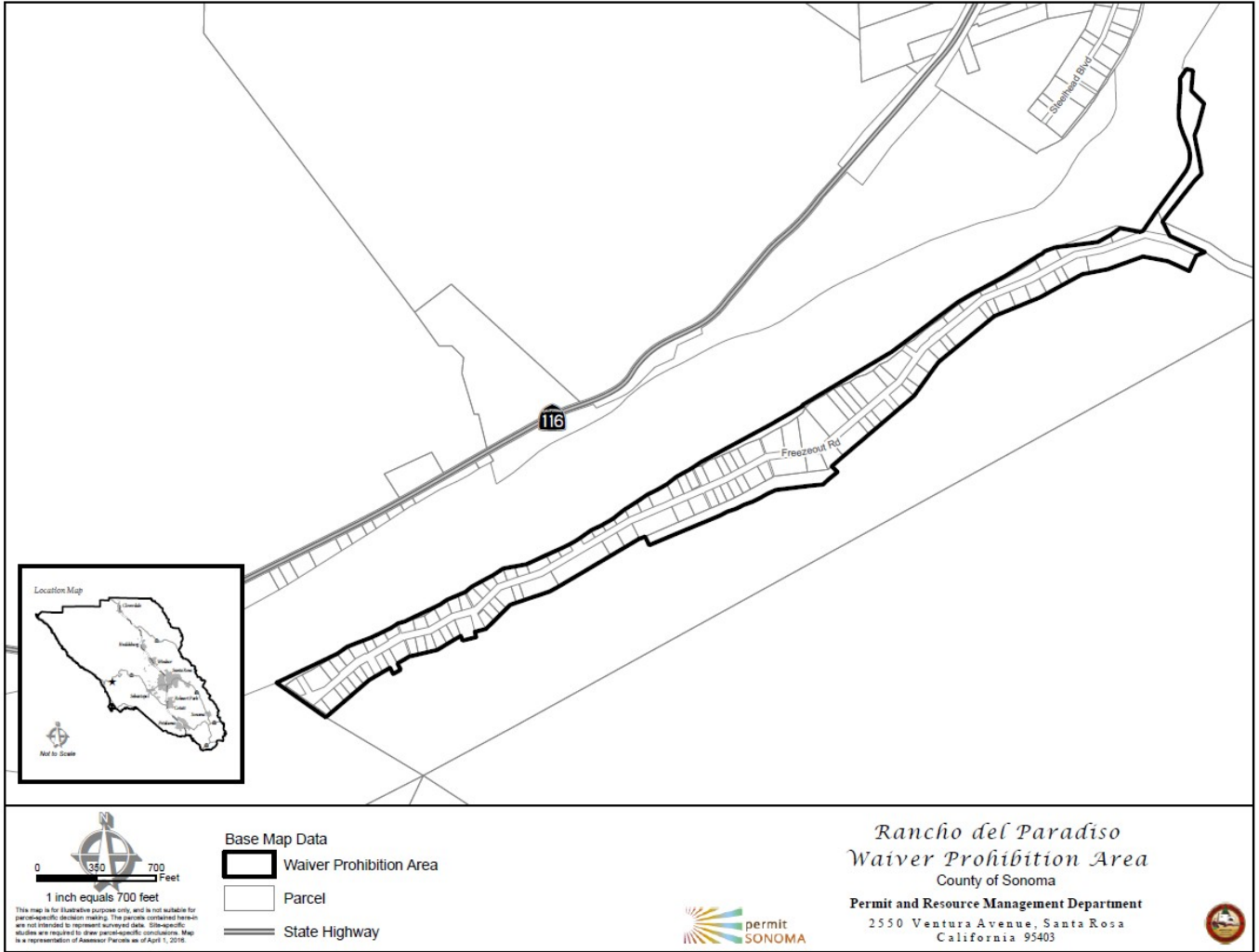
Author: PRMD GIS Date: April 14, 2016




Map 18.3a Carmet



Author: PRMD GIS Date: April 14, 2016

Map 18.3b Rancho del Paradiso



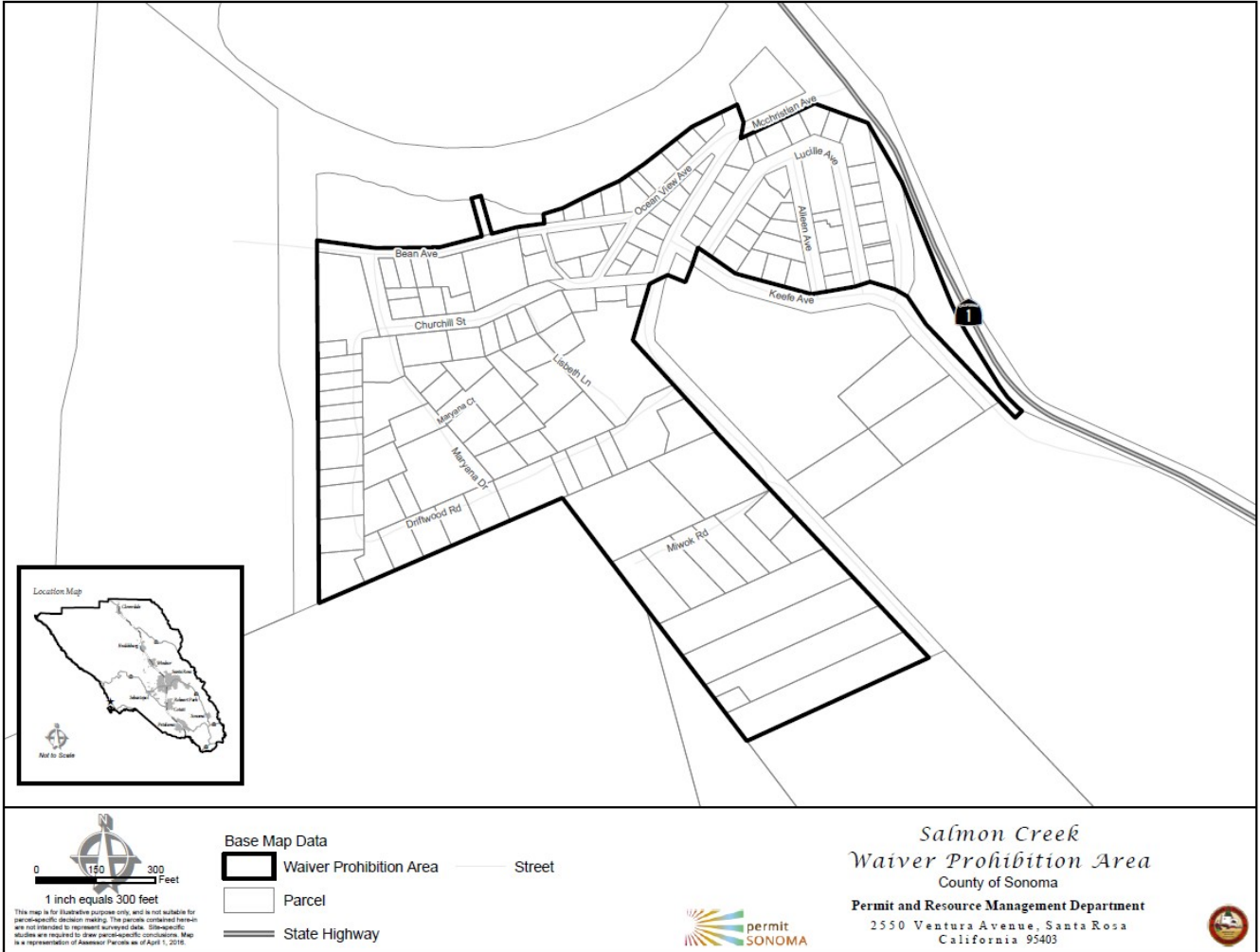
- Base Map Data**
-  Waiver Prohibition Area
 -  Parcel
 -  State Highway

Rancho del Paradiso
Waiver Prohibition Area
 County of Sonoma
Permit and Resource Management Department
 2550 Ventura Avenue, Santa Rosa
 California 95403

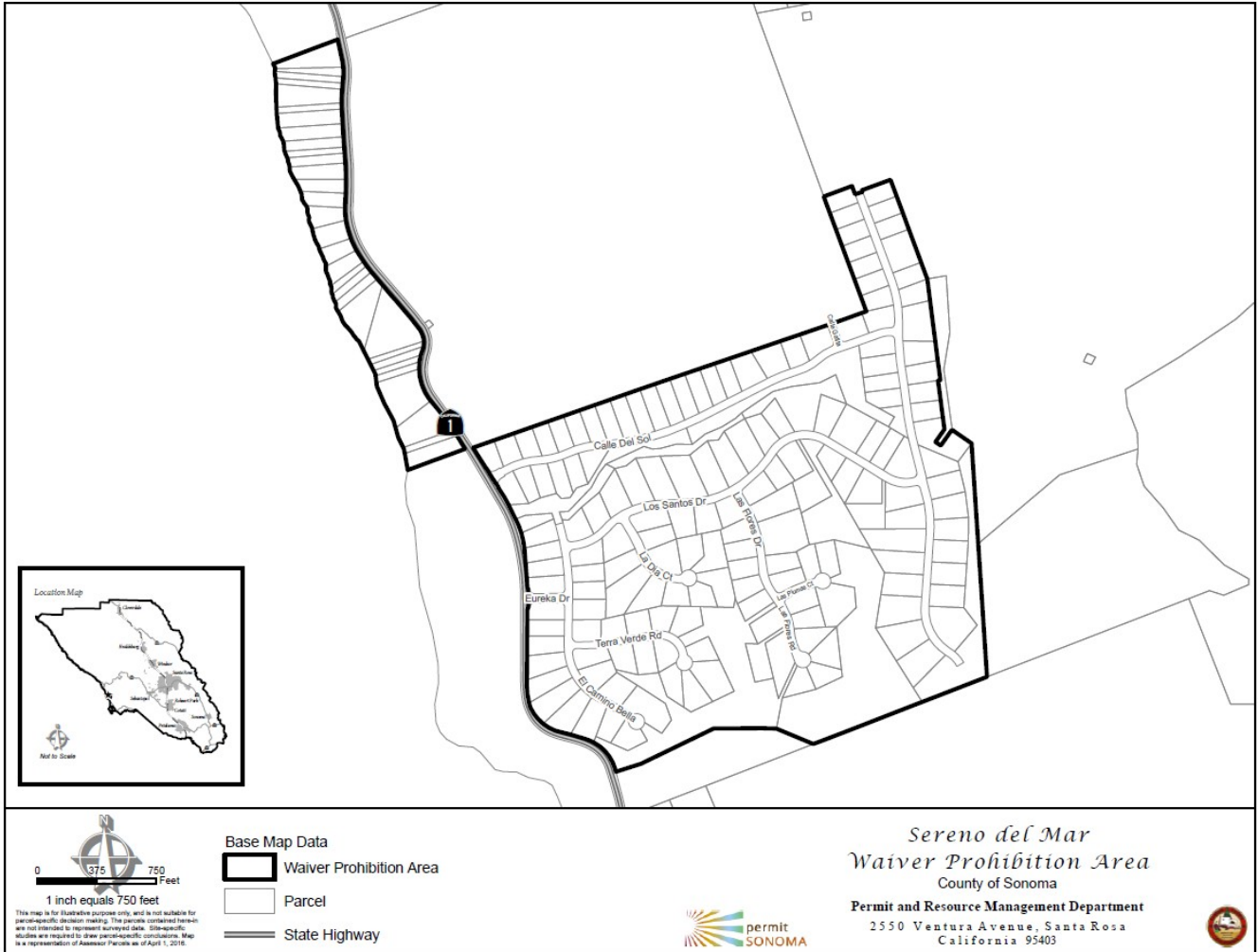


Author: PRMD GIS Date: April 14, 2016

Map 18.3c Salmon Creek

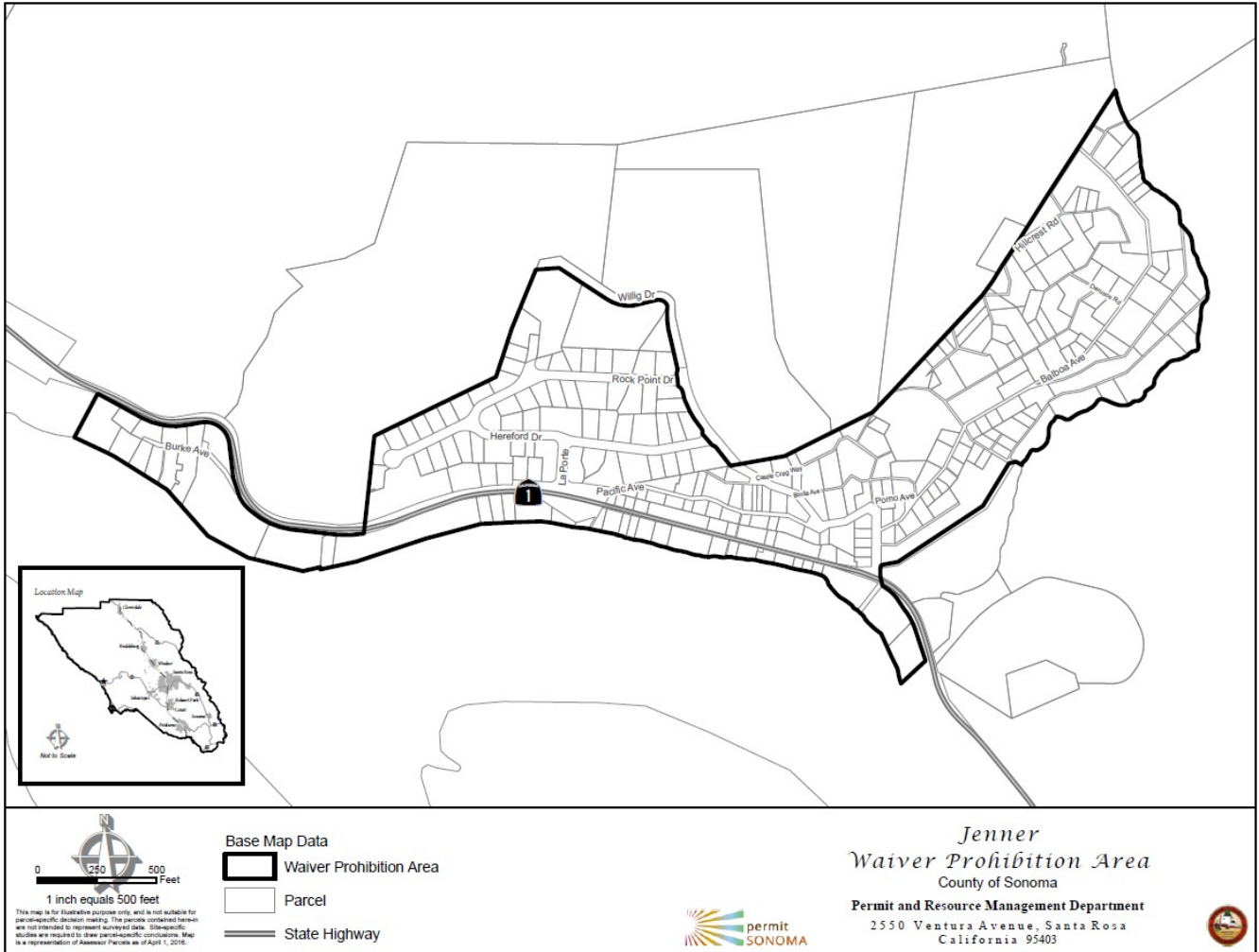


Map 18.3d Sereno del Mar/Gleason's Beach



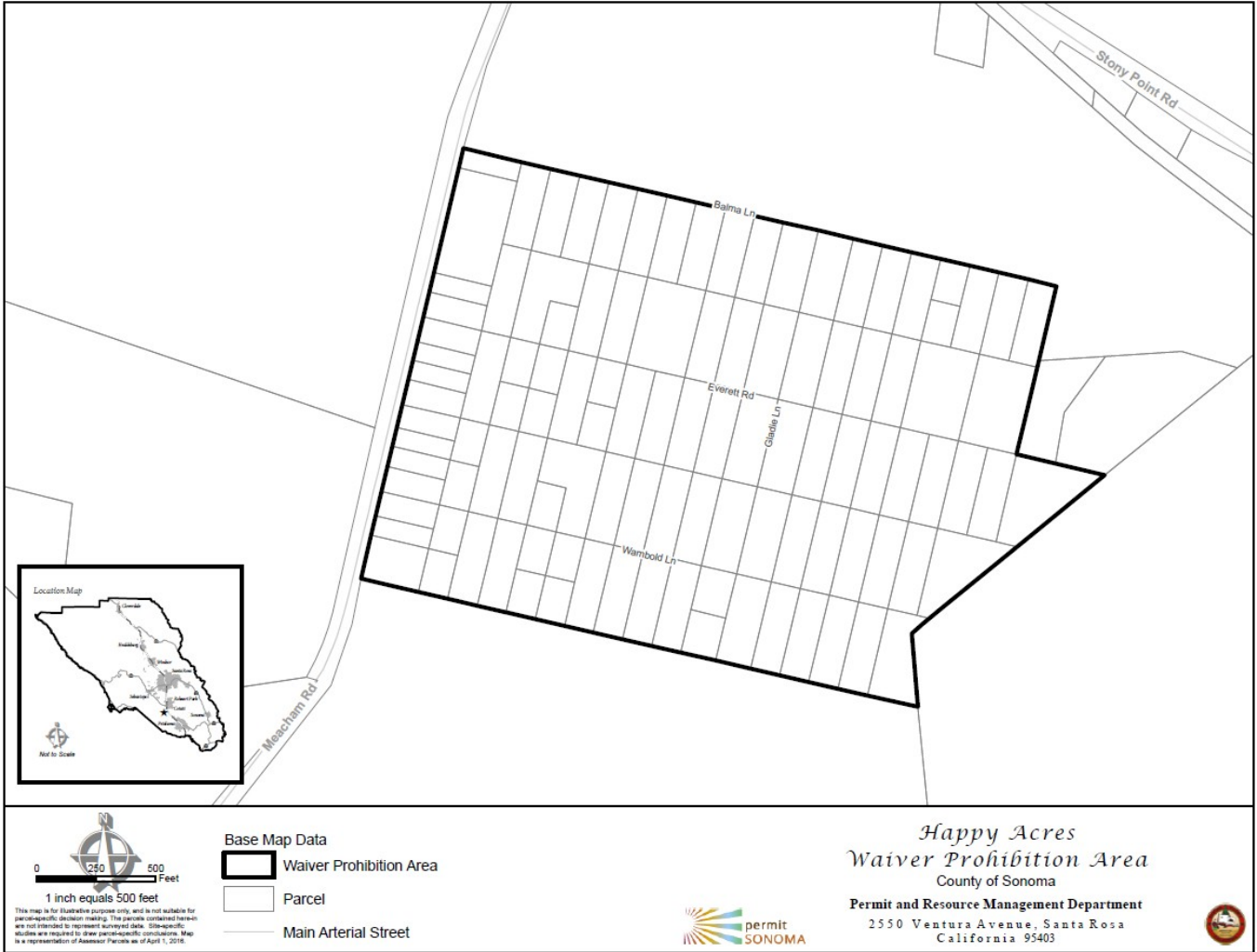
Author: PRMD GIS Date: April 14, 2016

Map 18.3e Jenner



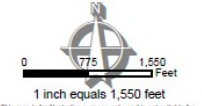
Author: PRMD GIS Date: April 14, 2016

Map 18.4 Happy Acres



Author: PRMD GIS Date: April 14, 2016

Map 18.5 Monte Rio



This map is for illustrative purposes only, and is not suitable for parcel-specific decision making. The parcels contained herein are not intended to represent surveyed data. Site-specific studies are required to show parcel-specific conclusions. Map is a representation of Assessor Parcels as of April 1, 2016.

- Base Map Data**
- Waiver Prohibition Area
 - Parcel
 - State Highway
 - Main Arterial Street

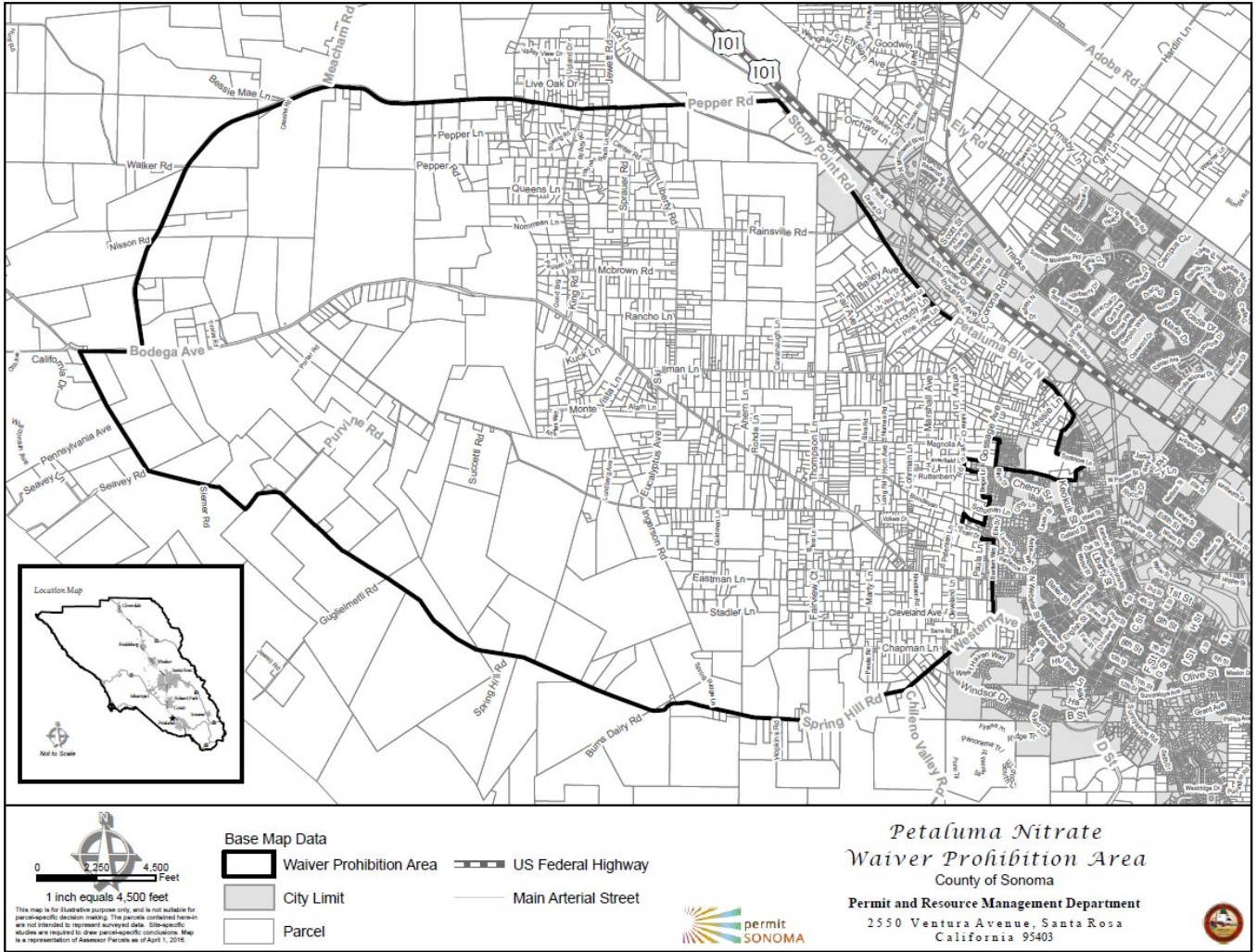


Monte Rio
Waiver Prohibition Area
 County of Sonoma
Permit and Resource Management Department
 2550 Ventura Avenue, Santa Rosa
 California 95403

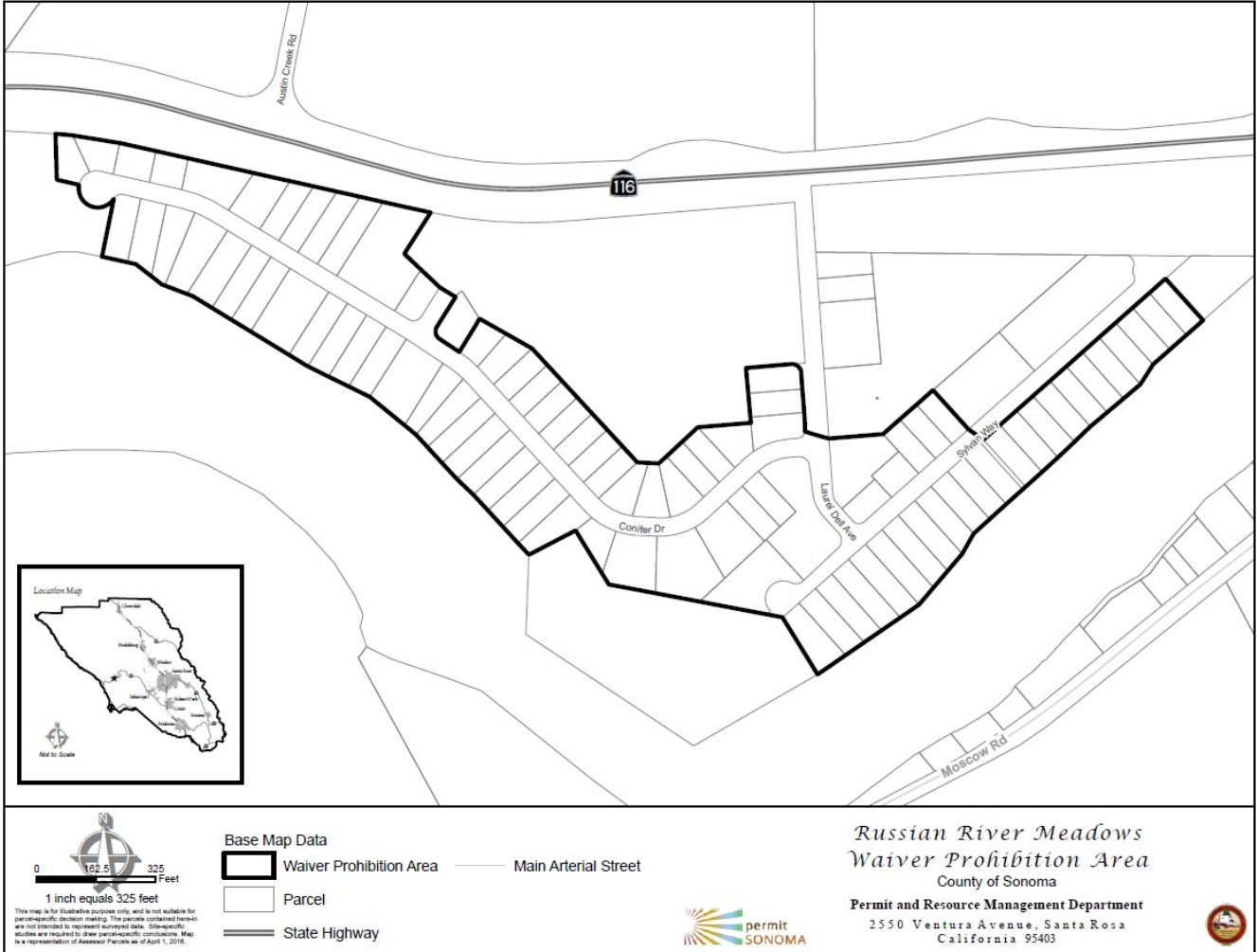


Author: PRMD GIS Date: April 14, 2016

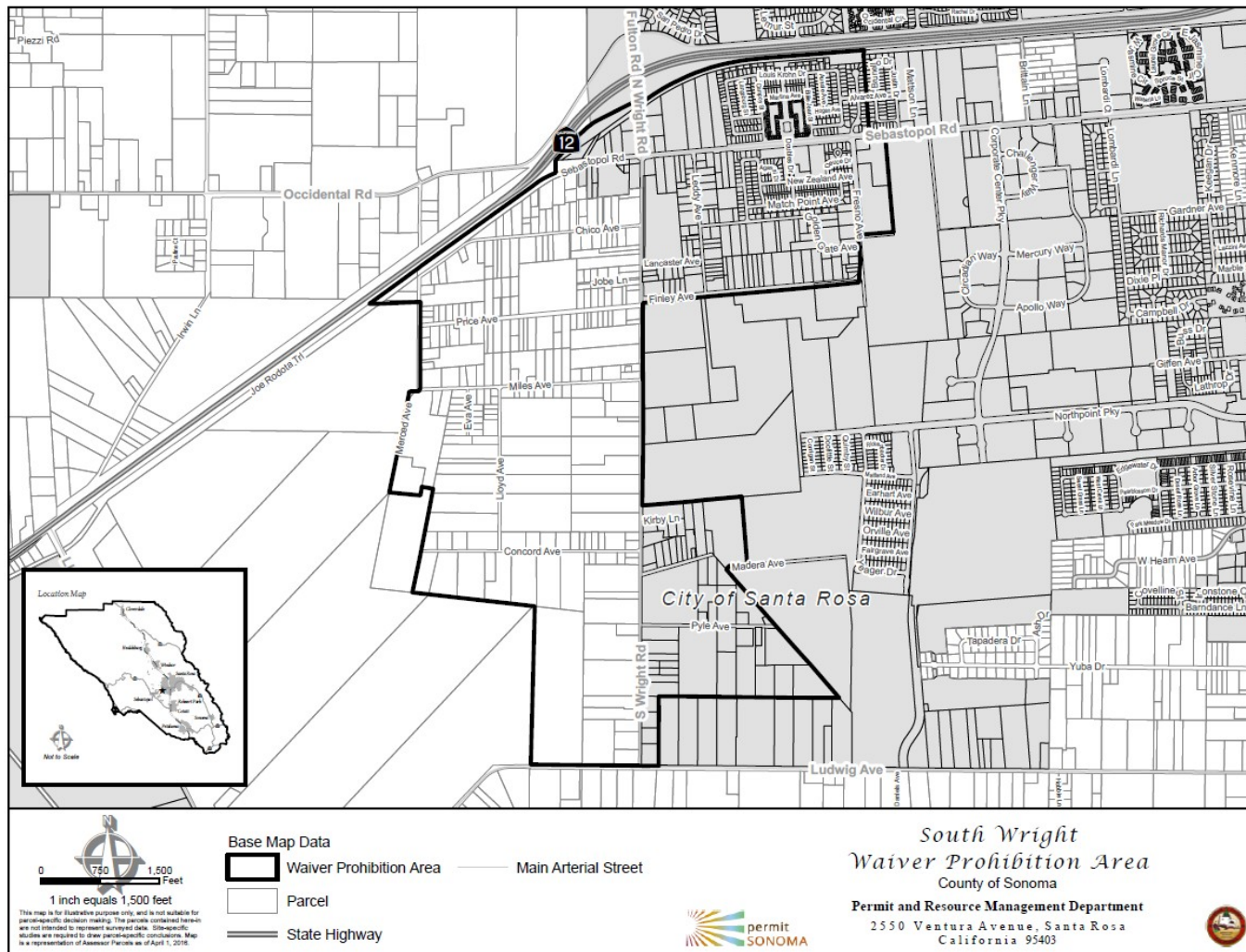
Map 18.7 West Petaluma



Map 18.8 Russian River Meadows

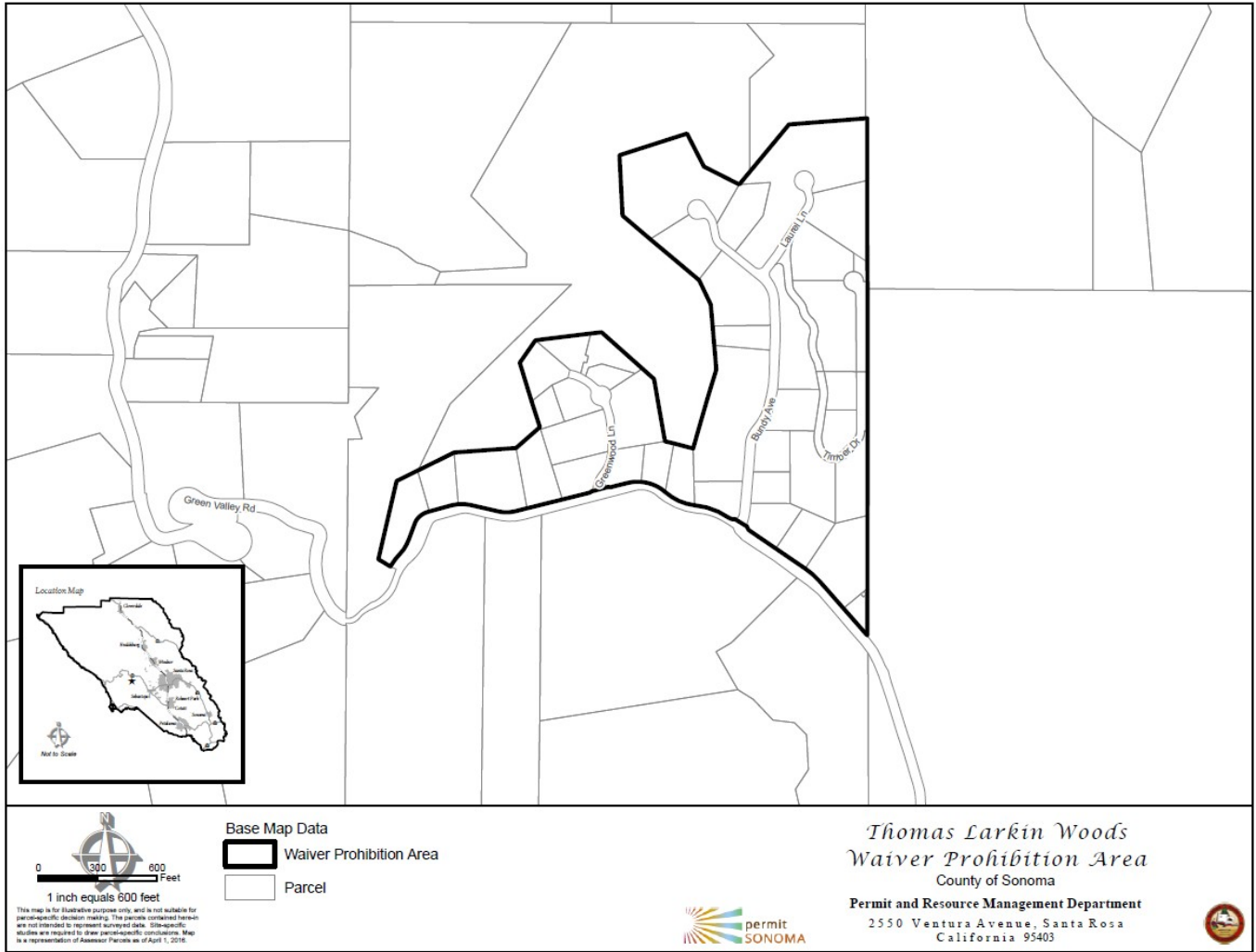


Map 18.9 South Wright Road

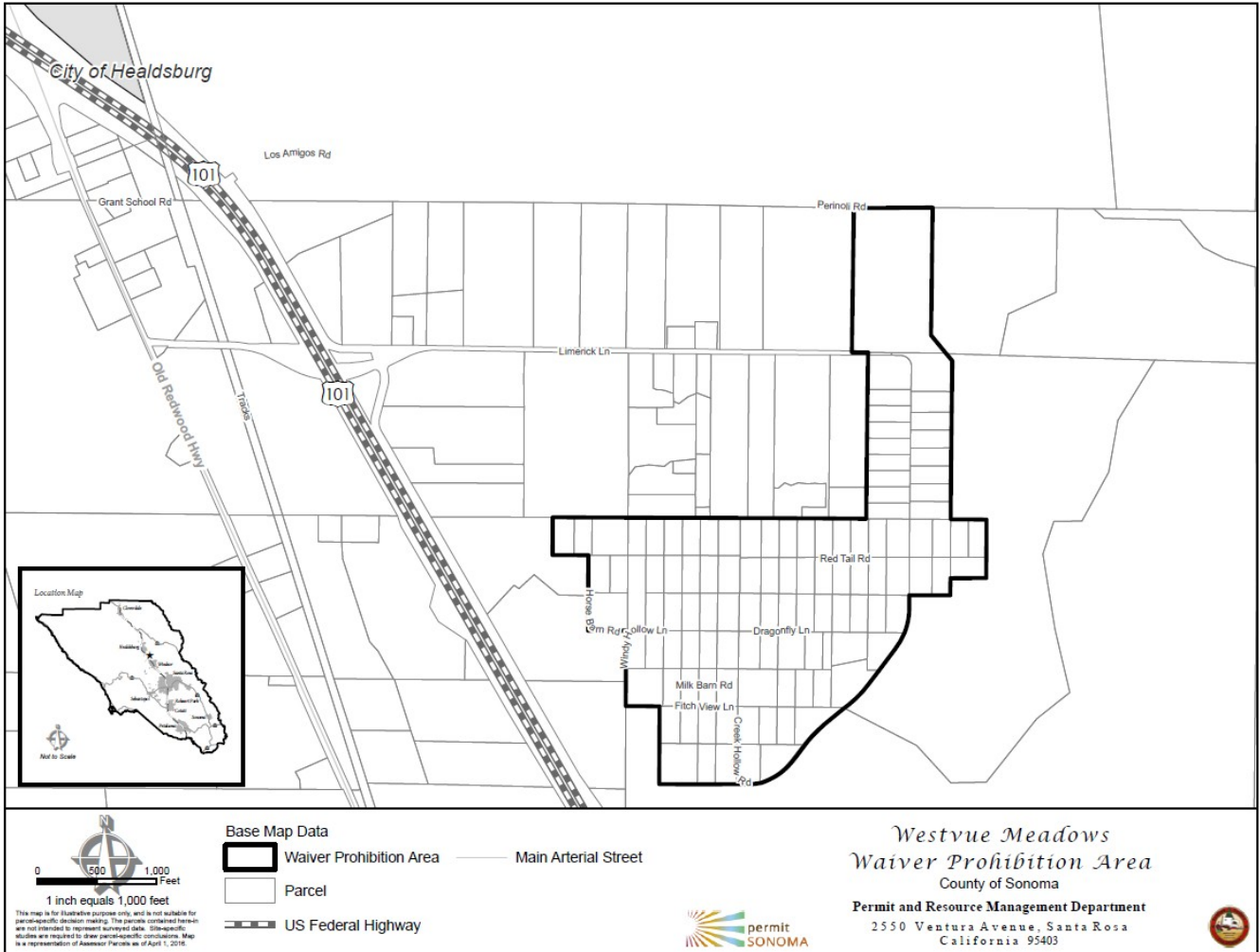


Author: PRMD GIS Date: April 14, 2016

Map 18.10 Thomas Larkin Woods

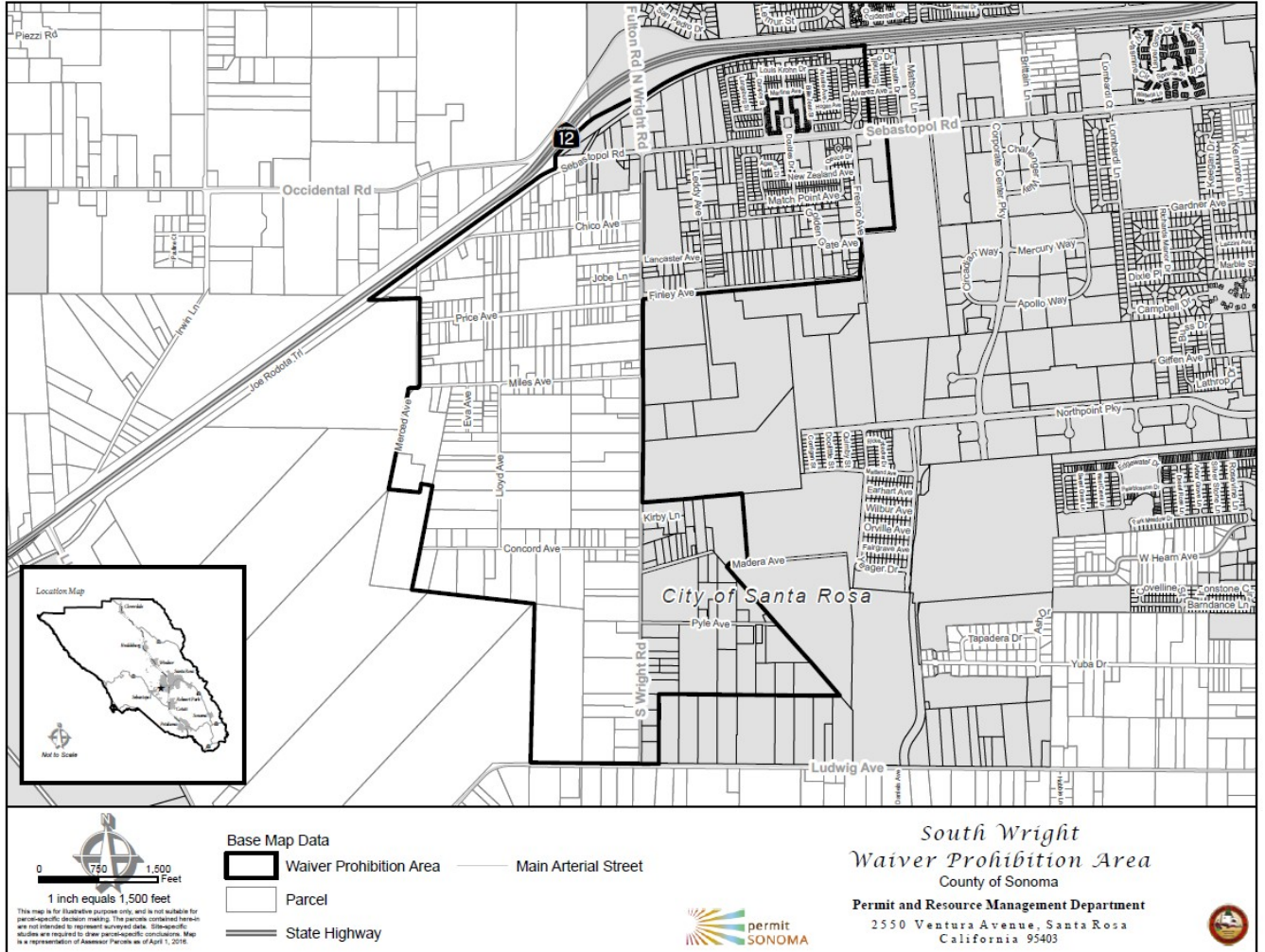


Map 18.11 Westvue Meadows



Author: PRMD GIS Date: April 14, 2016

Map 18.12 South Wright Septic Ban Area



Section 19 Dispute Resolution

- A. In those instances when the findings and/or documents submitted by an Applicant are not approved by Permit Authority staff and differences cannot be resolved at the staff level, applicant may appeal the staff's decision to the Division Supervisor. Appeal of the Supervisor's decision shall be made to the Division Manager.
- B. Pursuant to BOS Resolution 97-1098, if a resolution cannot be accomplished at the administrative level, the Applicant may have staff's decision reviewed by a Dispute Resolution Panel (DRP). The Applicant shall prepare and submit appropriate documents, including the Dispute Resolution processing fee, to the Permit authority Director. The Director will set a date for the review within five (5) days of the request.
- C. The DRP shall be appointed by the Land Use Advisory Panel (LUAP) and consist of six (6) persons familiar with County policies and regulations one (1) RCE, one (1) REHS, one (1) licensed real estate individual, one (1) Class A General Engineering or C-42 Sanitation System licensed contractor, one (1) C-57 water well licensed contractor and one (1) citizen at large. A quorum of four panel members is necessary to convene a meeting and to vote on a recommendation.
- D. The DRP is to review the materials submitted, offer an impartial analysis, and recommend approval or denial of the Applicant's appeal. The DRP does not have the authority to modify or alter adopted standards. The Permit Authority Director will review the DRP's recommendation before making a determination. The Director's decision is final. The Director shall notify the Applicant and DRP members of his/her decision and the basis for the decision, within ten (10) working days of the hearing.

Section 20 Tier 3 Treatment, Monitoring, Inspection and Sampling for Supplement Treatment Units

This section addresses the treatment, monitoring, inspection and sampling requirements for supplemental treatment units subject to the OWTS Policy, Section 10, that are located outside of the geographical area defined by either a TMDL implementation plan or an Advanced Protection Management Program.

- A. Supplemental treatment units for pathogens shall be capable of producing effluent that meets the following effluent quality parameters:
 - 1. Less than or equal to 30 mg/L Total Suspended Solids as a 30 -day average.
 - 2. Less than or equal to 200 Most Probable Number per 100 milliliters for fecal coliform bacteria.
- B. Supplemental treatment units for nitrogen shall be capable of producing effluent that reduces the nitrogen levels 50% or more when comparing the 30-day average influent nitrogen levels to the 30-day average effluent nitrogen levels.
- C. Supplemental treatment units shall be monitored in accordance with the operation and maintenance manual for the treatment unit.
- D. Supplemental treatment components shall be equipped with a visual or audible alarm as well as a telemetric alarm that alerts the owner and service provider in the event of a system malfunction. Where telemetry is not possible, the owner or owner's agent shall inspect the system at least monthly while the system is in use.
- E. Disinfection systems shall be inspected quarterly by a service provider for proper operation while the system is in use unless a telemetric monitoring system is capable of continuously assessing the operation of the disinfection system.
- F. Sampling and analytical testing of disinfected effluent shall be conducted quarterly. The analytical testing shall be performed by a laboratory certified by the California Department of Public Health. The analytical test shall have a minimum detection level of 2.2 MPN. The effluent shall be tested for fecal coliform bacteria and total suspended solids. The location of the effluent sampling point shall be documented with geographic coordinates.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 49

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

To: Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt, 707/565-2241

Supervisorial District(s):

Second District

Title: Fee Waiver

Recommended Actions:

Approve a fee waiver in the amount of \$1,075.50 for the Rotary Club of Rohnert Park-Cotati for a Veterans Appreciation event on June 16, 2018 to be held at the Cotati Veterans Memorial Building.
(Second District)

Executive Summary:

The Rotary Club of Rohnert Park-Cotati is hosting a Veterans Appreciation Expo at the Cotati Veterans Memorial Building on June 16, 2018 from noon until 5:00pm to provide recognition and support for local veterans.

Discussion:

Prior Board Actions:

None

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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	1,075.50		
Total Sources	1,075.50		
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:			
Fee Waiver Application, Letter of Request and Contract			
Related Items "On File" with the Clerk of the Board:			

SUBMIT TO:
 Board of Supervisors
 575 Administration Dr, Ste 100A
 Santa Rosa, CA 95403

COUNTY OF SONOMA

For Board of Supervisors Use Only

Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

Name: Robert Stewart
First Middle Last

Mailing Address: P.O. Box 1564 Rohnert Park CA 94927
Number, Street, Apt/Suite City State Zip

Phone: (707) 526 - 1182 Email: N/A
Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Rotary Club of Rohnert Park-Cotati

Mailing Address: P.O. Box 1564 Rohnert Park CA 94927
Number, Street, Apt/Suite City State Zip

Phone: () - Email: _____
Area Code, Number

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Susan Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	James Gore District 4	Lynda Hopkins District 5
Entity or organization location (select all that apply)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Project/activity/event location (select all that apply)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District office to receive request (select only one)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

City
 Special District
 Other Local Government
 School
 Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: One Time Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
General Services	Cotati Veterans Building Use Fee	\$1,075.50

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
/ /			
/ /			
/ /			
/ /			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax
 Sales Tax
 Special Assessment

 User Fees

Other (please specify): _____

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.

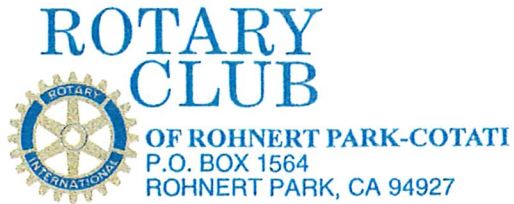
Authorized Signature

Community Service Director, RP-Cotati Rotary Cl

Title

/ /

Date



March 22, 2018

Kara Mack
County of Sonoma

The Rotary Club of Rohnert Park-Cotati has been actively planning an appreciation event for our local veterans. The planning process began in August 2017 and throughout the months we have gathered veteran organization representatives to attend our meetings. We did so to understand the available services as well as to discuss ideas that would promote and attract the veterans to our event. This past month we decided that our event would be a "Veterans Appreciation Expo." The event would be held at the Cotati Veterans Building with a target date of June 16, 2018 from noon to 5 pm. We envision the following:

- 1) A BBQ meal for veterans and their family. No alcohol to be served.
- 2) Local veteran groups could set up information tables.
- 3) We would like to identify some veterans to speak during break-out sessions.
- 4) Provide static displays of interest.
- 5) An acknowledgement to the veterans thanking them for their service
- 6) Promoting a fun and social event

I hope that you feel as strongly as we do that our veterans deserve recognition and support from all of us. This small gesture is the starting point for us to grow this event in future years. As we are a non-profit organization it is our hope that the County will waive any fees for the use of the Cotati Veterans building for this event.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Stewart".

Robert Stewart
Community Service Director
Rohnert Park-Cotati Rotary Club

(707) 526-1182 Hm.
(707) 217-8680 Cell



Sonoma County Veterans Memorial Buildings
 2300 County Center Drive., Suite A200
 Santa Rosa CA 95403
 (707) 565-2158 - Tel / (707) 565-3240 - fax

CONFIRMED

Customer	Reservation: 12055
Rotary Club of Rohnert Park-Cotati	Event Name: Veteran's Appreciation Expo
P.O. Box 1564	Status: Tentative
Rohnert Park, CA 94927	Phone: 707-765-4898
	Event Type: Public

Bookings / Details	Quantity	Price	Amount
---------------------------	-----------------	--------------	---------------

CHEWING GUM, GLITTER, CONFETTI, CANDLES, AND SHOES ON THE WALL(S) ARE NOT PERMITTED IN OUR FACILITIES AT ANY TIME.

HOURS RESERVED MUST INCLUDE DECORATION, SET-UP AND CLEAN-UP.

CHANGES TO THIS RESERVATION MAY BE MADE UP TO 30 DAYS PRIOR TO THE EVENT DATE

ADDITIONAL CHARGES WILL BE INCURRED IF YOUR EVENT RUNS BEYOND CONTRACTED HOURS. A \$50.00 FEE WILL BE CHARGED IF CONTRACT REQUIREMENTS ARE NOT MET 30 DAYS PRIOR TO EVENT DATE OR IF CHANGES OF ANY KIND ARE REQUESTED LESS THAN 30 DAYS BEFORE EVENT DATE FAILURE TO PAY DEPOSIT ON TIME WILL RESULT IN CANCELLATION OF YOUR RESERVATION - THE REINSTATEMENT FEE IS \$50.00

Saturday, June 16, 2018

9:00 AM - 6:00 PM Veteran's Appreciation Expo (Tentative) Cotati Auditorium ((none))

Room Charge: (9 hours @ \$75.00/hr)	1	\$675.00	\$675.00
Less 10% Discount			-\$67.50

Set-up Notes (notes included):

ESTIMATED ATTENDANCE: 100-150

ALCOHOL: Will not be served or sold at this event

SECURITY: Not required

SET-UP: Please contact building staff at 707-849-3758 to discuss set-up needs

INSURANCE REQUIRED: Event Liability Insurance is required. Customer to provide own liability insurance, or purchase ours

CLEANING/DAMAGE NO DEPOSIT: No charge, if the following requirements are met: 1) Renter must check in with building staff on the day of the event before the event begins and after the event ends. 2) The rooms/equipment are returned in the same condition as received. Not doing so may result in additional charges. 3) Overtime use will be billed to the customer.

CONTRACT CHANGES: If you need to make any changes to your contract, please do so thirty (30) days before your event. After that date, changes will result in a \$50 charge each time you contact us with a change. It is to your advantage to make all changes at the same time, whenever possible.

FLAMMABLE MATERIALS: No flammable materials such as bunting, tissue paper, etc., shall be used for decorations. All materials used for decorative purposes must be treated with flame-proofing and approved by the local Fire Department. No fireworks, open flame, nor device prohibited by local police or fire jurisdictions shall be permitted

PARKING LOTS: Our "No Trash Left Behind" policy is strictly enforced. Customer

Sonoma County Veterans Memorial Buildings	Reservation:	12055	Tentative	
Bookings / Details		Quantity	Price	Amount
<hr/>				
will be billed staff time for any clean-up needed.				
Room Set-up Fee:				
Cot. Room Set-up Fee (101 - 200)		1	\$200.00	\$200.00
Processing Fee:				
Cotati Processing Fee		1	\$25.00	\$25.00
9:00 AM - 6:00 PM Veteran's Appreciation Expo (Tentative) Cotati Kitchen ((none))				
Room Charge: (9 hours @ \$30.00/hr)		1	\$270.00	\$270.00
Less 10% Discount				-\$27.00
<hr/>				
			Processing Fee	\$25.00
			Room Charge	\$850.50
			Room Set-up Fee	\$200.00
			Subtotal	\$1,075.50
			Grand Total	\$1,075.50

GRAND TOTAL MAY NOT REFLECT ALL POSSIBLE CHARGES

THE SIGNED/DATED TENTATIVE RESERVATION FORM MUST BE RETURNED WITHIN 2 WEEKS OF THE DATE ON THE COVER LETTER OR THIS REQUESTED RESERVATION WILL BE CANCELLED WITHOUT FURTHER NOTICE.

PLEASE REVIEW THIS TENTATIVE RESERVATION. If any of the information is incorrect, or if you have questions or concerns, please call us at 707-565-2158. Otherwise, to hold your reservation, SIGN, DATE AND RETURN ONE COPY OF THIS FORM.

Thank you for scheduling your event with us. We look forward to working with you.

Sign

Date

CANCELLATION:

If the event is cancelled 90 days or more from the date held, 50% of the deposit shall be retained by the County (General Services Department).

If the event is cancelled between 30-90 days of the date held, the entire deposit shall be retained.

If the event is cancelled 15-30 days of the date held 50% of the Rental Fee will be retained.

If the event is cancelled within 15 days of the event 100% of the Rental Fee will be retained.

CLEANING/DAMAGE DEPOSITS:

The entire cleaning/damage deposit will be forfeited if ANY of the following occur:

GUM IS FOUND IN THE FACILITY (FLOOR, ETC.)

GLITTER IS FOUND IN THE FACILITY

ALCOHOL IS BROUGHT INTO FACILITY DURING A "NON-ALCOHOL" EVENT



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 50
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-3752

Supervisorial District(s):

First District

Title: Fee Waiver

Recommended Actions:

Approve the fee waiver of \$984.00 for Health Inspection fees for Sonoma Home Meals.

Executive Summary:

Sonoma Home Meals dba Meals on Wheels Sonoma is requesting a fee waiver for Health Inspection fees for the Meals on Wheels Program in Sonoma Valley.

Discussion:

Prior Board Actions:

This fee was waived in 2014, 2015, 2016 and 2017

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested		984.00	
Total Expenditures		984.00	
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies		984.00	
Total Sources		984.00	
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			

SUBMIT TO:
 Board of Supervisors
 575 Administration Dr, Ste 100A
 Santa Rosa, CA 95403

COUNTY OF SONOMA

For Board of Supervisors Use Only

Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

Name: Sue - Holman
First Middle Last

Mailing Address: P O Box 622 Sonoma CA 95476
Number, Street, Apt/Suite City State Zip

Phone: (707) 935 - 9141 Email: _____
Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Sonoma Home Meals dba Meals On Wheels Sonoma

Mailing Address: P O Box 622 Sonoma CA 95476
Number, Street, Apt/Suite City State Zip

Phone: (707) 935 - 9141 Email: _____
Area Code, Number

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Susan Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	James Gore District 4	Efren Carrillo District 5
Entity or organization location (select all that apply)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Project/activity/event location (select all that apply)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District office to receive request (select only one)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

- City Special District Other Local Government
 School Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: One Time Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
Health Services (EH)	Food Permit	\$984.00

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
3 / / 2017	Health Services (EH)	Food Permit	\$886.00
3 / / 2016	Health Services (EH)	Food Permit	\$914.32
3 / / 2015	Health Services (EH)	Food Permit	\$914.32
3 / / 2014	Health Services (EH)	Food Permit	\$914.32

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax
- Sales Tax
- Special Assessment
- User Fees

Other (please specify): _____

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.

[Signature]
 Authorized Signature
4/23/18
 Date

Co-Director
 Title

Meals - on - Wheels of Sonoma
P. O. Box 622
Sonoma, Ca. 95476
(Non-Profit Organization)

Sonoma Home Meals DBA Meals
on Wheels of SONOMA prepares
and delivers two meals a
day five days a week to
60 clients. We ask the
clients to pay \$5 a day.
currently only 50% ± can pay.



County of Sonoma Department of Health Services
 Environmental Health & Safety Section
 625 5th Street
 Santa Rosa, CA 95404 707-565-6565



Public Health
 Prevent. Promote. Protect.

INVOICE

TO: Sonoma Home Meals Inc
 Sonoma Home Meals Inc
 PO Box 622
 Sonoma, CA 95476

Account ID	Invoice ID	Date
AR0001018	IN0108348	3/1/2018

District	Facility ID
Food District03	FA0007764

ATTN: Sonoma Home Meals Inc
 RE: Sonoma Home Meals Inc

Record ID	Program Identifier	Program Element	Description	Amount
PR0000567	Meals On Wheels	3R11	Food - Moderate Preparation (< 2,000 sq ft)	\$ 984.00
Total Due for This Invoice:				\$ 984.00
Due Date:				4/1/2018

Pursuant to the Sonoma County Code, Chapter 14, and the Board of Supervisors approved fee schedule, all programs will be assessed a late fee of 25% of the remaining invoice balance due if full payment is not received within 30 days of the due date. An additional late fee of 25% of the remaining invoice balance due if full payment is not received within 60 days of the due date.

Please return this portion with your payment

From: Meals On Wheels
 275 E Spain St

Account ID	Invoice ID	Date
AR0001018	IN0108348	3/1/2018
District	Facility ID	
Food District03	FA0007764	

To: County of Sonoma Department of Health Services
 Environmental Health & Safety Section
 625 5th Street
 Santa Rosa, CA 95404 707-565-6565

Total Due for This Invoice: \$ 984.00
 Due Date: 4/1/2018



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 57
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: May 22, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Sheryl Bratton, 565-3578

Supervisorial District(s):

Title: Personal Services Agreement – Human Resources Director

Recommended Actions:

Authorize the Chair of the Board of Supervisors to execute the first amendment to the Personal Services Agreement with Christina Cramer as the Human Resources Director, extending the agreement for three years through April 28, 2021, and maintaining her salary at the "I" step and all other County benefits.

Executive Summary:

This item and action authorizes the Chair of the Board of Supervisor to extend the Personal Services Agreement for Christina Cramer, Human Resources Director, for a second three-year term. There are no changes to current rate of pay or benefits as part of this action.

Discussion:

In April 2015, the Board of Supervisors appointed Christina Cramer as the Human Resources Director. Ms. Cramer's Personal Services Agreement was for the term April 28, 2015 through April 28, 2018. The Board of Supervisor's wishes to extend Ms. Cramer's agreement through a first amendment with a second term of April 28, 2018 through April 28, 2021. All other provisions in the contract will remain the same, including salary. Ms. Cramer is currently paid at the "I" step of the salary range, which equates to \$193,434 per year.

Prior Board Actions:

June 9, 2015 Personal Services Agreement executed to appoint Christina Cramer as Human Resources Director.

Strategic Plan Alignment Goal 3: Invest in the Future

The Human Resources Department is responsible for the effective management of its human resources; the County's human resources enable the County to meet its strategic priorities.

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:			
Ongoing annualized salary and benefit costs associated with the Human Resources Director position for FY 17-18 are \$316,953. This cost is incorporated in the Human Resources Department budget each fiscal year. This action does not increase any budgeted expenses.			
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:			
First Amendment for Personal Services Agreement			
Related Items “On File” with the Clerk of the Board:			
Agreement for Personal Services Agreement – Human Resources Director – Christina Cramer			

FIRST AMENDMENT TO AGREEMENT FOR PERSONAL SERVICES

DIRECTOR OF HUMAN RESOURCES

This First Amendment to the Agreement for Personal Services by and between, the County of Sonoma, a political subdivision of the State of California (hereinafter "COUNTY") and Christina Cramer (hereinafter "EMPLOYEE") is entered into this 22nd day of May, 2018. COUNTY and EMPLOYEE shall collectively be referred to as the "Parties."

RECITALS

WHEREAS, COUNTY and EMPLOYEE entered into an Agreement for Personal Services (the "Agreement") for the position of Director of Human Resources of the County of Sonoma for the term April 28, 2015 through April 28, 2018, and compensation is currently at the "I" step of the salary range for the position; and

WHEREAS, the Parties desire to enter into a First Amendment to the Agreement to extend EMPLOYEE's term for an additional three (3) years through April 28, 2021.

NOW, THEREFORE, for good and valuable consideration, the Parties hereby agree as follows:

AGREEMENT

1. NOW, THEREFORE, BE IT AGREED by and between the Parties that the term of employment provided for in the Agreement shall be extended for an additional period of three (3) years through April 28, 2021.

2. Except as set forth in Paragraph 1 above, all other provisions in the Agreement shall remain in full force and effect.

ATTEST:

COUNTY OF SONOMA

Clerk of the Board

By _____
Chair, Board of Supervisors

EMPLOYEE

Christina Cramer



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 58
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 22, 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):

First

Title: Amend Parking Restrictions to Allow for More Parking on Riverside Drive (#56015) – First Read

Recommended Actions:

1. Adopt an Ordinance of The Board Of Supervisors of The County of Sonoma, State of California, Amending Sonoma County Ordinance No. 2300 to Restore Parking on Portions of the West Side of Riverside Drive, Retaining “No Parking” Restrictions from Postmile 11.219 to Postmile 11.316 from 8:00 A.M. To 4:00 P.M. on Weekdays.
2. Adopt a Resolution to introduce, read the title and waive the reading of such Ordinance.

Executive Summary:

Staff from Transportation and Public Works (TPW) and El Verano School had previously worked together to address school staff concerns about pedestrian safety during school operating hours. Implementation of the changes recommended by staff to restore part of the restricted parking area on the west side of Riverside Road for vehicle parking, would allow school staff additional on-street parking spaces (6-7 vehicles) without additionally endangering student and adult pedestrian traffic.

Discussion:

Riverside Drive is classified as a local road and the segment near El Verano School carries an average daily traffic (ADT) volume of approximately 1,600 vehicles per day. Riverside Drive services the transportation needs of the immediate unincorporated area and provides a direct connection north to Craig Avenue and south to Verano Avenue.

El Verano school staff previously identified concerns regarding the safety of student and adult pedestrian traffic on Riverside Drive. After reviewing all concerns, the County developed a multi-faceted plan that included the March 15, 2011 amendment of Ordinance #2300, to create a no parking zone between the hours of 8:00 a.m. and 4:00 p.m. weekdays on the westerly side of Riverside Drive from Postmile 11.187 and 11.307.

Recently, El Verano school staff requested that TPW review the parking zone for the potential restoration of on-street parking in the area. The school staff has grown dramatically in the past six years, reducing the

amount of available parking. TPW and school staff met in the field to identify potential parking locations. Considerations were given to student pedestrian safety, the safety of other drivers, ease of parking (parallel), shoulder width, overall visibility, proximity to the school grounds and ability to perform the work at relatively low cost and effort. The area at the south end of the existing restricted parking zone was identified as a potential site to expand parking capacity due to an adjacent sidewalk terminus, shoulder width, visibility, and proximity/access to school classrooms. This area should be able to accommodate an estimated six to seven vehicles parking parallel on the southbound lane shoulder of Riverside Drive.

In that regard, TPW is requesting that the Board adopt an ordinance amending Ordinance #2300 and altering parking restrictions on the west side of Riverside Drive (#56015) to be from Postmile 11.219 to Postmile 11.316 between the hours of 8:00 a.m. and 4:00 p.m. weekdays, instead of from Postmile 11.187 to 11.307 where a no parking restriction currently applies between 8:00 a.m. and 4:00 p.m. on weekdays. The estimated cost of labor and materials to implement the Parking Zone restrictions is \$1,500 and appropriations are available within the FY 2018-19 Road Maintenance budget.

If approved, staff will begin work to implement the appropriate Restricted Parking Zone signage and markings approximately 30 days after approval of the ordinance.

Prior Board Actions:

None

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

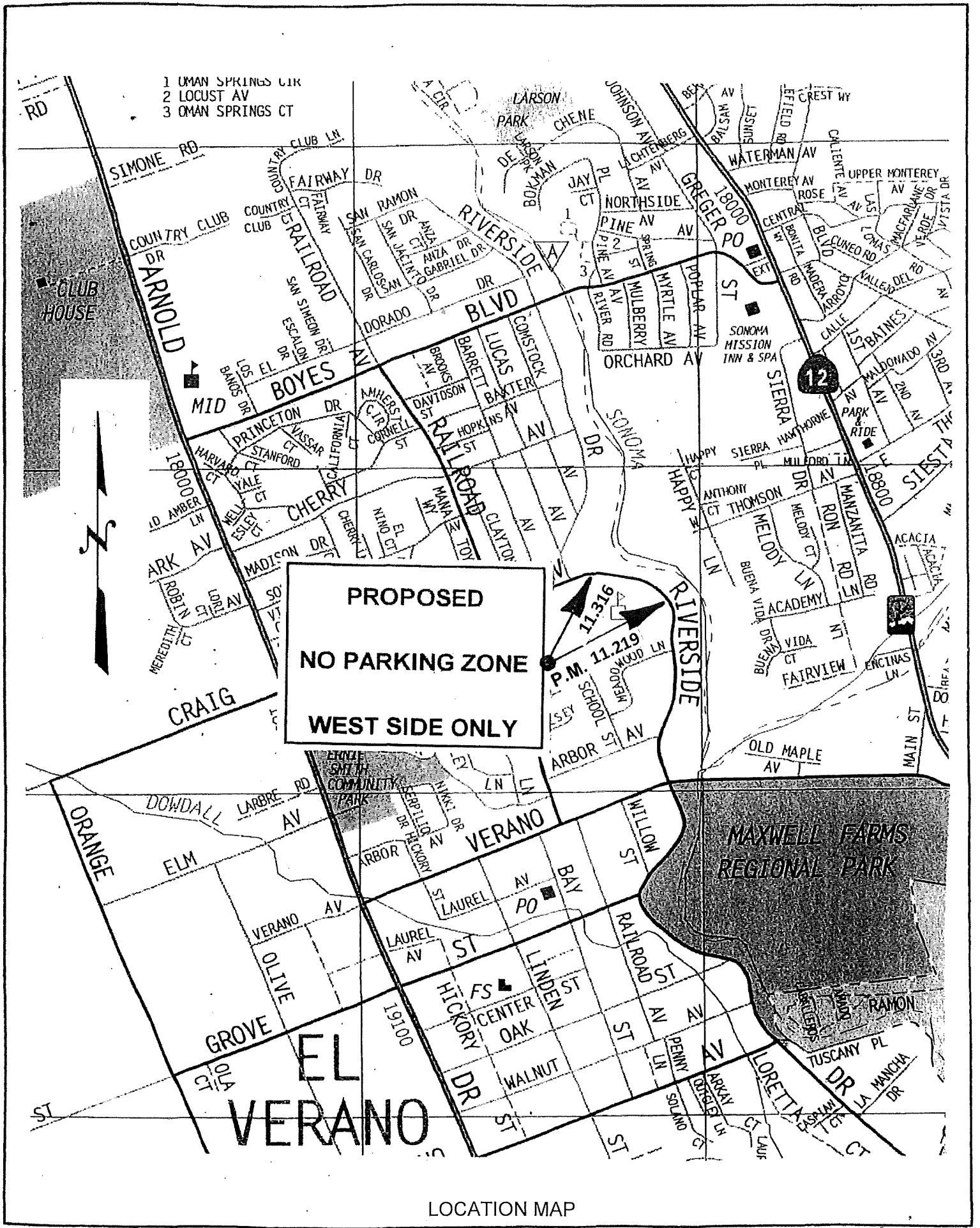
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Recommended	FY 19-20 Projected
Budgeted Expenses		\$1,500.00	
Additional Appropriation Requested			
Total Expenditures		\$1,500.00	
Funding Sources			
General Fund/WA GF			
State/Federal		\$1,500.00	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		\$1,500.00	
Narrative Explanation of Fiscal Impacts:			
<p>There are sufficient appropriations in the FY 2018-19 recommended Road Maintenance budget to support installation costs for the restricted parking zone. Road maintenance project are funded through state and local sources, including revenue from the Road Repair and Accountability Act of 2017 (SG-1) and the Highway Users Tax Account (HUTA).</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:			
Location Map, Resolution, Ordinance			
Related Items “On File” with the Clerk of the Board:			
None.			

- 1 OMAN SPRINGS CIR
- 2 LOCUST AV
- 3 OMAN SPRINGS CT

**PROPOSED
NO PARKING ZONE
WEST SIDE ONLY**

11.316
P.M. 11.219
WOOD LN

LOCATION MAP





County of Sonoma
State of California

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Introducing, Reading the Title of and Waiving Further Reading of an Ordinance of the County of Sonoma, amending Ordinance No. 2300 to Restore Certain Parking on the West Side of Riverside Drive (#56015) by Modifying Current Parking Restrictions to Apply from Postmile 11.219 to Postmile 11.316 (Majority Vote Required).

Whereas, a proposed ordinance titled "An Ordinance of The Board Of Supervisors of the County Of Sonoma, State of California, Amending Sonoma County Ordinance No. 2300 to Restore Parking on Portions of the West Side of Riverside Drive, Retaining No Parking Restrictions from Postmile 11.219 to Postmile 11.316 from 8:00 A.M. to 4:00 P.M. on Weekdays," has been introduced and the title read;

Now, Therefore, Be It Resolved that further reading of the ordinance is waived.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

ORDINANCE NO. ()

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA,
STATE OF CALIFORNIA, AMENDING SONOMA COUNTY ORDINANCE NO. 2300 TO
RESTORE PARKING ON PORTIONS OF THE WEST SIDE OF RIVERSIDE DRIVE,
RETAINING NO PARKING RESTRICTIONS FROM POSTMILE 11.219 TO
POSTMILE 11.316 FROM 8:00 A.M. TO 4:00 P.M. ON WEEKDAYS.**

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

Section I. Subsection 533 of Section VII of Sonoma County Ordinance No. 2300 (said Section establishes No Parking Zones) is hereby amended to read as follows:

“533. West side of Riverside Drive (#56015) from Postmile 11.219 to Postmile 11.316. This conditional No Parking zone shall be in effect from 8:00 a.m. to 4:00 p.m. on weekdays.”

Section II. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section III. This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the _____ day of _____ 2018, and finally passed and adopted this _____ day of _____, 2018, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: ___ Rabbitt: ___ Zane: ___ Hopkins: ___ Gore: ___

Ayes: ___ Noes: ___ Absent: ___ Abstain: ___

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton,
Clerk of the Board of Supervisors



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 59
(This Section for use by Clerk of the Board Only.)

To: Boards of Directors, Sonoma County Water Agency, Russian River County Sanitation District, Occidental County Sanitation District, South Park County Sanitation District, and Sonoma Valley County Sanitation District

Board Agenda Date: May 22, 2018

Vote Requirement: 4/5 & 2/3 SVCSD

Department or Agency Name(s): Sonoma County Water Agency and All County Sanitation Districts

Staff Name and Phone Number:

Michael Thompson / 521-1863

Supervisorial District(s):

Title: Sewer Rates, Rate Structures and Written Report of Charges for Agency Sanitation Zones and County Sanitation Districts

Recommended Actions:

- A) Adopt Resolutions (5) overruling objections, adopting a report on charges for sewage services, modifications to rate structures and confirming charges for various Sonoma County Water Agency Sanitation Zones and County Sanitation Districts listed below:
- a. Airport-Larkfield-Wikiup Sanitation Zone
 - b. Geyserville Sanitation Zone
 - c. Penngrove Sanitation Zone
 - d. Sea Ranch Sanitation Zone
 - e. Occidental County Sanitation District
 - f. Russian River County Sanitation District
 - g. South Park County Sanitation District
 - h. Sonoma Valley County Sanitation District
- B) Adopt Ordinances setting sewer service charges, on behalf of Sonoma County Water Agency Sanitation Zones Airport-Larkfield-Wikiup, Geyserville, Penngrove, and Sea Ranch, calling for collection on the tax roll for all Zones, and remaining in effect until modified by the Board, and making findings and determination of exemption pursuant to the California Environmental Quality Act.
- C) Adopt Ordinances for the Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District and Sonoma Valley County Sanitation District, setting sewer service charges, revising rate structures and calling for collection on the tax roll, and

remaining in effect until modified by the Board, and making findings and determination of exemption pursuant to the California Environmental Quality Act.

Executive Summary:

The Sonoma County Water Agency's (Water Agency) Sanitation Zones (Zone) include Airport-Larkfield-Wikiup, Geyserville, Penngrove, and Sea Ranch. The County Sanitation Districts (District) include Occidental, Russian River, Sonoma Valley, and South Park. The sanitation districts are operated by the Water Agency.

Generally, the Zones' and Districts' costs are increasing due to increased costs for salaries and employee benefits, price increases for services and supplies, and continuation of a capital replacement program (described in the attached Summary of Issues and Significant Changes [A4]). In order to meet these additional costs, rate increases are necessary to continue to maintain and operate the sanitation system for customers. The Water Agency's General Fund is subsidizing Occidental by \$2,000,000 this coming year to build reserves for future infrastructure improvements, and haul wastewater from Occidental to Airport/Larkfield/Wikiup Sanitation Zone for treatment and disposal to comply with a North Coast Regional Water Quality Control Board (NCRWQCB) Cease and Desist Order.

In alignment with the Water Agency's strategic plan goal to increase revenue in the Districts and Zones for capital improvements to aging infrastructure, the anticipated revenue for Fiscal Year 2018/2019 is expected to increase by \$8,767,595 over Fiscal Year 2017/2018. Proposed rate increases are in the 3.5% to 5.0% range for all Zones and Districts. A Summary of Annual Rate Increases is attached (A3). Fund balances are generally staying constant or slightly decreasing in the Zones and Districts.

Discussion:

In accordance with Proposition 218, notification of the proposed fee increase was provided to all record owners of each identified parcel or a tenant that is directly liable for paying the Sewer service Fee for the property receiving wastewater collection and treatment services within the following affected Zones and Districts:

1. Airport-Larkfield-Wikiup Sanitation Zone
2. Geyserville Sanitation Zone
3. Penngrove Sanitation Zone
4. Sea Ranch Sanitation Zone
5. Occidental County Sanitation District
6. Russian River County Sanitation District
7. South Park County Sanitation District
8. Sonoma Valley County Sanitation District

Any written protests received from the Zones or Districts will be summarized and the results will be delivered to the Clerk of the Board on May 22, 2018.

As in the previous years, the draft proposed budget for Fiscal Year 2018/2019 describing the total annual expenses in detail was made available for review by the public on the Water Agency's website and copies were provided to the Regional Libraries in Santa Rosa (Main & Northwest), Windsor, Healdsburg,

Cloverdale, Guerneville, Sebastopol, Petaluma, Rohnert Park, Rincon Valley, Sonoma, and Forestville (El Molino High School) sufficiently in advance of the mailing of the Proposition 218 notifications.

For the past several years, the annual sewer service charges to parcels served by sewerage systems operated and maintained by the Water Agency and the sanitation districts have been billed to property owners in two installments included on the property tax bills. Approval for placement on the property tax is authorized by Health and Safety Code §5473. Pursuant to this provision, the Water Agency and sanitation district boards may approve collection of the fees on the property tax at a public hearing. This hearing will be same hearing in which sewer service fee increases are considered by the Water Agency and sanitation district boards. At the public hearing, the Water Agency and District boards amend or confirm a written report of charges to be collected with property taxes on the Fiscal Year 2017/2018 tax roll. Notice of the hearing for this purpose is provided pursuant to Government Code 6066 which requires publication once a week for two weeks. At the hearing, ratepayers are provided the opportunity to protest placement of the sewer service fee on the property tax if they so desire. The Water Agency and sanitation district boards will also consider protests regarding proposed increases in the sewer service fees pursuant to the requirements of Proposition 218 at the hearing. If there is not a majority protest of greater than 50% of the properties connected to the sewer regarding placement of the fees on the property tax bills or the proposed increases in the fees in question, the Boards may approve such placement and the increases in the fees. A copy of the Annual Sewer Service Charges report is on file with the Clerk of the Board and at the Water Agency's administrative office.

Individual charges are calculated as the number of equivalent single-family dwellings assigned to a property multiplied by the rate per equivalent single-family dwelling. Each year staff updates the file of equivalent single-family dwellings assigned to each parcel to reflect the most current information available. Accessory Dwelling Units are treated as 0.8 equivalent single-family dwellings for the purpose of calculating rates.

The rates to be reflected on the tax roll are:

Sewer Service Charges	2017/2018 Rate Per ESD ³	Number of ESDs	2018/2019 Rate Per ESD	Annual Dollar and Percent Increase	Number of ESDs
Airport-Larkfield Wikiup Sanitation Zone	\$900	3,838	\$941	\$41; 4.5%	3,914
Geyserville Sanitation Zone	\$997	356	\$1,042	\$45; 4.5%	356
Penngrove Sanitation Zone	\$1,414	532	\$1,463	\$49; 3.5%	544
Sea Ranch Sanitation Zone	\$1,117	588	\$1,159	\$42; 3.8%	599
Occidental County Sanitation District	\$2,169	274	\$2,275	\$106; 4.9%	272
Russian River County Sanitation District	\$1,484	3,188	\$1,555	\$71; 4.8%	3,200
Sonoma Valley County Sanitation District ¹	\$968	17,357	\$1,016	\$48; 5.0%	17,674
South Park County Sanitation District ²	\$935	4,027	\$968	\$33; 3.5%	4,191

1. Notes: For residents with a public water connection, the number of equivalent single-family dwellings for Sonoma Valley is calculated 70% based on a fixed charge and 30% based on volume of winter water used per data provided by Valley of the Moon Water District and City of Sonoma. The lowest water use data from winter water bills in both 2017 and 2018 were used to calculate the volumetric charge. Therefore, the actual billed amount will vary by the amount of water actually used.
2. Wastewater rates will collect 80% of revenue from fixed charges and 20% of revenue from volumetric charges. The fixed charge is based on the number of equivalent single-family dwellings. The District will use City of Santa Rosa water usage data to calculate the annual volumetric charge portion of the Sewer Fee. All District customers will pay the fixed charge and an annual volumetric charge.
3. ESD = equivalent single-family dwelling

Additional information regarding the calculation of sewer bills by Agency Sanitation Zone and County Sanitation District is available in Proposition 218 Notices Provided to Property Owners and Tenants Directly Liable, attached hereto (A5).

The Occidental County Sanitation District has the fewest connections, a contributing factor in the highest rate per equivalent single-family dwelling, more than double that of other districts and zones. The District relies in part on subsidies from the Water Agency's General Fund for operations and maintenance expenses, and capital improvements. In FY2018/2019, the subsidy is estimated to be \$2,000,000 to fund routine operational costs, to build reserves for future infrastructure improvements, and hauling wastewater from Occidental to Airport/Larkfield/Wikiup Sanitation Zone for treatment and disposal to comply with a North Coast Regional Water Quality Control Board (NCRWQCB) Cease and Desist Order. The Water Agency's General Fund also subsidizes other districts and zones but in smaller amounts.

On October 10, 2017, the South Park County Sanitation District received Board approval to execute an amended agreement with the City of Santa Rosa to provide a framework for continued coordination and cooperation between the District and the City following the City's annexation of certain County islands in southwest Santa Rosa. The agreement addresses rate restructuring, transfer of operations to the City, and a new governance structure to allow for the eventual transfer of all District operation and function to the City.

During the transition, South Park County Sanitation District will be moving to a new rate structure designed first and foremost to recover the cost of providing District services while also providing customers greater control over their sewer bill with the phased introduction of volume-based rates and is similar to the City's rate structure. The District's current rate structure includes one component: fixed charges. The District's new proposed rate structure is designed to recover the costs of providing sewer services and would include two components (A) fixed charges; and (B) volumetric charges that are based on water used. The rate increase is 3.5% versus current year.

South Park County Sanitation District's proposed FY 2018/2019 wastewater rates will collect 80% of revenue from fixed charges and 20% of revenue from volumetric charges. The fixed charge recovers the District's costs to provide sewer services, including costs associated with the sewage treatment and collection system that are incurred regardless of increased or decreased sewage flow into the system. The fixed charge is based on the number of equivalent single-family dwellings. The fixed charge for all customers is \$774.18 per equivalent single family dwelling.

The volume-based charge recovers the District's costs to provide sewer services, including the costs associated with the sewage treatment and collection system that vary with the amount of sewage conveyed and treated, and gives District ratepayers the opportunity to control a portion of their sewer bill. The District will use City of Santa Rosa water usage data to calculate the annual volumetric charge portion of the Sewer Fee. All District customers will pay an annual volumetric charge.

The South Park County Sanitation District's volume charge is calculated based on winter water use. For Residential Customers, average winter water usage provides the best available estimate of indoor water usage and its impact to the sewer system because outdoor irrigation is minimal during the winter months. For Non-Residential Customers, annual water usage is based on actual water usage.

The South Park County Sanitation District has four categories of customers for the volumetric charge calculation for whom the water usage and Charge per thousand gallons will vary:

1. Residential Customers with a City of Santa Rosa Water Connection: Charge per Thousand Gallons \$4.07.
 - District will calculate Customer's average monthly water usage during the billing periods of November through March.
 - For each month of the prior fiscal year, the District will select either the customer's winter average water usage or the customer's actual water used whichever is lower.
 - District will add up the customer's monthly water usage to arrive at the total annual water usage.
2. Residential Customers with No City of Santa Rosa Water Connection: Charge per Thousand Gallons \$4.07.
 - District will average the winter water usage during the billing periods of November through March of similar residential customers that have a City of Santa Rosa water connection.
 - Similar residential customers are determined based on household size.
 - Average winter water usage will be multiplied by 12 to determine annual water usage.
3. Non-Residential Customers with a City of Santa Rosa Water Connection: Charge based on estimated wastewater strength as shown in the table below.
 - For each month of the prior fiscal year, District will add up the customer's actual monthly water usage to arrive at the total annual water usage.
4. Non-Residential Customers with No City of Santa Rosa Water Connection: Charge based on estimated wastewater strength as shown in the table below.
 - District will average annual water usage from similar customers based on City of Santa Rosa water usage data.
 - For multifamily and mobile home park customers, similar uses are based on household size.
 - For other non-residential customers, similar uses are generally based on the type of use and physical size. However, for certain unique uses such as laundry, car wash, and residential care facilities, alternative calculations that better approximate water usage are used.

Categories of Wastewater Strength and Examples of Types of Uses	Charge per Thousand Gallons
Low Strength - car wash, glass products	\$3.39
Standard Strength – multi-family (except duplex) complexes, condominium complexes, mobile home parks, warehouses, general commercial/industrial including retail, schools, churches, auto sales, dental and medical offices.	\$4.07
Medium Strength – mixed use commercial; hotel/motel, convenience store, bar, winery, brewery, auto repair.	\$4.52
High Strength – bakery, restaurant, coffee shop, meat and food processing, miller, hospital, veterinary clinic.	\$5.58

Many surrounding communities (including the Cities of Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, and the Town of Windsor) base their sewer rates partially on an estimate of the amount of sewage generated by each household, based on water usage during winter months. A consultant for the Water Agency conducted a study in 2011 to assess the impacts of implementing a sewer rate structure that includes a variable component based on estimated discharge for each sanitation district and zone. While the study found that such “volume-based” rate structures promote water conservation, and provide ratepayers with the opportunity to control a portion of their sewage bills, it also cited access to and the availability of water data, and the significant cost of implementing the new rate structure as challenges.

In Fiscal Year 2012/2013, the Agency worked with the water purveyors in the Sonoma Valley County Sanitation District service area to obtain consumption data and implement a volume-based rate structure. The volume-based rate structure only applies to residential customers, not commercial accounts. The structure generates the same total revenue for the District as the current equivalent single-family dwellings average charge for all customers.

The Sonoma Valley County Sanitation District volume charge is calculated based on winter water use per household for specified winter month water bills, multiplied by 6 billing periods annually for Valley of the Moon Water District customers and 12 billing periods for City of Sonoma water customers to derive the annual use. Winter water use provides the best available estimate of indoor water use and its impact to the District’s treatment facilities because outdoor irrigation is minimal during the winter months.

For commercial property or a property that has no water account, i.e. is on a well, and is connected to the sewer system, the sewer charges will be based on the number of equivalent single-family dwellings times \$1,016, the established fixed rate.

The 2018 volume-based sewer charges for residential customers with a public water connection are \$711 per equivalent single-family dwelling plus \$5.76 per thousand gallons times 6 billing periods annually for Valley of the Moon Water District customers and 12 billing periods for City of Sonoma water customers based on winter water usage. If a property has a water account but no winter water use, the rate will be \$1,016, the established fixed rate per equivalent single-family dwelling.

If not approved, existing rates and ordinance language would remain unchanged. Staff would recommend options to match costs to reduced revenue levels which would mean deferring maintenance and capital improvements. The ordinances allow for collection of certain rates on the tax roll and that, if not approved, these would need to be invoiced separately.

Prior Board Actions:

05/16/17: Board approved sewer rate increases for Fiscal Year 2017/2018

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

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	0	\$1,443,952	
Additional Appropriation Requested			
Total Expenditures		\$1,443,952	

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other		\$1,443,952	
Use of Fund Balance			
Contingencies			
Total Sources		\$1,443,952	

Narrative Explanation of Fiscal Impacts:

None. This action sets the rates for Fiscal Year 2018/2019 only with no impact on Fiscal Year 2017/2018. The anticipated revenue for Fiscal Year 2018/2019 is expected to increase by \$1,443,952 with these new rates.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

1. 5 Resolutions (R1, R2, R3, R4, R5)
2. 5 Ordinances with Exhibit A (O1, O2, O3, O4, O5)
3. Revenue Summary Chart – Sewer Service Fees (A3)
4. Summary of Issues and Significant Changes – Sanitation (A4)
5. Copies of Proposition 218 Notices Provided to Property Owners and Tenants Directly Liable (A5)

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

Report of Annual Sewer Service Charges
Wastewater Rate Study 2018
Wastewater Rate Study 2012

nw\\S:\Agenda\sanitation\2018\05-22-2018 WA Sewer Rates Fee
Hearing_summ.docm

CF/70-700-16 Sewer Rate Increases (ID 1748)

Date: May 22, 2018

Item Number: _____

Resolution Number: _____

Santa Rosa, California

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency Overruling Objections, Adopting A Report On Charges For Sewerage Services, And Confirming Charges For Various Sanitation Zones. (4/5 vote required).

Government Code §25210.77(a) requires the preparation of a report setting out the proposed charges for the sewerage services furnished and made available within the Sanitation Zones listed below:

1. Airport-Larkfield-Wikiup SZ
2. Penggrove SZ
3. Geyserville SZ
4. Sea Ranch SZ

Whereas, a written report has been filed with the Clerk of the Board; and

Whereas, notice was given as prescribed by law as to time, date, and place for hearing objections or protest to said report; and

Whereas, all written objections or protests and other written communications were publicly acknowledged and all persons desiring to be heard were fully heard; and

Whereas, the owners of a majority of separate parcels of property described in the report did not protest or object to said report.

Now, Therefore, Be It Resolved, that all objections or protests are overruled and the written report submitted to this Board setting forth sewer service charges for fiscal year 2018/2019 be and is hereby adopted in full without revision, change, reduction, or modification of any charge specified therein.

Be It Further Resolved, that the County Clerk be and is hereby directed to file with the County Auditor on or before August 3, 2018, a copy of said report upon which shall be endorsed over her signature a statement that the report has been finally adopted by the Board of Directors.

Resolution #
Date: May 22, 2018

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Be It Further Resolved, that the County Auditor shall, upon receipt of said report, enter the amounts of the charges against the respective parcels as they appear on the assessment roll for fiscal year 2018/2019.

Directors:

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

So Ordered.

WATER AGENCY
ORDINANCE NO.87 ZONES
ORDINANCE NO. __

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY, STATE OF CALIFORNIA, SETTING SEWER SERVICE CHARGES, ON BEHALF OF AGENCY SANITATION ZONES AIRPORT-LARKFIELD-WIKIUP, GEYSERVILLE, PENNGROVE, AND SEA RANCH, CALLING FOR COLLECTION ON THE TAX ROLL FOR ALL ZONES FOR FISCAL YEAR 2018/2019, AND MAKING FINDINGS AND DETERMINATION OF EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. (4/5 VOTE REQUIRED).

The Board of Directors of the Sonoma County Water Agency (Agency), State of California, ordains as follows:

SECTION I

Section VII of Ordinance No. 16 is hereby amended to read:

“Annual Service Charge” is defined as a charge for use of the sewer system for a period of one year to each user and based on the estimated or actual usage of the sewer system. The annual service charge is based on the estimated annual cost of operating, maintaining, and replacing the sewer system, as submitted and approved by the Agency’s Board of Directors each year. Annual service charges shall be based on an Equivalent Single Family Dwelling Unit (ESD) as defined in Section 2.01 of Ordinance No. 15 of the Agency and as calculated by the same methodology for connection fees set forth by Section VIII of Ordinance No. 16.

Annual service charges per ESD on properties within the boundaries established as the Agency Sanitation Zones, set forth in the following table, are hereby prescribed and established effective July 1, 2018:

AGENCY'S ANNUAL CHARGES

<u>AGENCY SANITATION ZONE</u>	<u>ANNUAL SERVICE CHARGE</u>
Airport-Larkfield-Wikiup	\$941/ESD
Geyserville	\$1,042/ESD
Penngrove	\$1,463/ESD
Sea Ranch	\$1,159/ESD

SECTION II

Exhibit “A” of Ordinance 16 is hereby replaced by the attached Exhibit “A.”

SECTION III

The Agency does hereby elect, pursuant to Section 5473 of the Health and Safety Code of the State of California to have the sewer service charge for fiscal year 2017/2018 established by said Agency, collected on the tax roll of the County of Sonoma, State of California, in the manner provided pursuant to Sections 5471 through 5473.11 of the Health and Safety Code of the State of California.

SECTION IV

The Board hereby finds that the California Environmental Quality Act does not apply to the establishment of charges pursuant to this Ordinance, as such fees are for the purpose of meeting operations expenses, meeting financial reserve needs and requirements, and setting aside funds for capital projects necessary to maintain service within the existing Zones (15273 California Code of Regulations, 21080 Public Resources Code).

SECTION V

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION VI - SERVICE CHARGES

When the determination of connection fees or annual service charges in accordance with Exhibit A for a user is inconsistent with an existing Use Category set forth in Exhibit A, the General Manager or his/her designee may instead reasonably make an independent calculation of the ESDs for the Customer. In making such a calculation, the General Manager or his/her designee may rely on one or more of the following resources to make an independent calculation for the user: (1) the use in Exhibit A that most closely matches the proposed use, (2) federal and state standard estimated wastewater flows for onsite or private wastewater treatment or disposal systems, (3) flow and strength factors published in rate studies conducted by other public entities in Sonoma County, (4) if applicable, data provided by the equipment manufacturer; or (5) other published and peer reviewed data.

SECTION VII

This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Directors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California, and the Agency's Clerk of the Board shall post in the office of the Agency's Clerk, a certified copy of the full text of this Ordinance along with the names of those Directors voting for or against the Ordinance.

In regular session of the Board of Directors of the Sonoma County Water Agency, State of California, introduced, passed, and adopted after hearing this 22nd day of May 2018, on regular roll call of the members of said Board by the following vote:

DIRECTORS:

GORIN: _____ RABBITT: _____ ZANE: _____ HOPKINS: _____ GORE: _____

Ayes _____ Noes _____ Absent _____ Abstain _____

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

By: _____
Chair, Board of Directors
County of Sonoma, State of California

ATTEST:
By: _____
Clerk of the Board

EXHIBIT A

EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR AIRPORT SANITATION ZONE

Use Category		Billing Basis			2018-2019	
		Flow gallons	BOD mg/l	TSS mg/l	Use	ESD
Residential						
	Single-Family	280	200	200	connections	1.00
	Condominium	280	200	200	dwelling units	1.00
	Multiple-Family	224	200	200	dwelling units	0.80
	Mobile home park	224	200	200	spaces	0.80
	Mobile home (Individual)	224	200	200	units	0.80
	Granny unit	224	200	200	unit	0.80
Commercial						
	Appliance repair	190	200	200	1,000 sq. ft.	0.68
	Art gallery	190	200	200	1,000 sq. ft.	0.68
	Auto dealers					
	With service facilities	190	180	280	connection	0.75
		38	180	280	add per service bay	0.15
	Without service facilities	190	200	200	connection	0.68
	Bakery	190	1000	600	1,000 sq. ft.	2.02
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	0.47
	Barber shop	19	130	80	chair	0.05
	Beauty shop	38	130	80	chair	0.09
	Bars & taverns	20	200	200	seat	0.07
	Car washes, self service	190	20	150	stall	0.42
	Camp ground or RV park					
	with hookups	125	200	200	site	0.45
	without hookups	75	200	200	site	0.27
	Churches, hall & lodges	2	200	200	seat	0.01
	Coffee shops	6	1000	600	seats	0.06
	Dry cleaners	285	150	110	1,000 sq. ft.	0.78
	Fire stations	190	200	200	1,000 sq. ft.	0.68
	Garages	95	180	280	service bays	0.37
	Hospitals					
	Convalescent	125	250	100	beds	0.41
	General	175	250	100	beds	0.57
	Veterinarian	6	250	100	cages	0.02
	Hotels/motels	100	310	120	sleeping rooms	0.37
	Laundromats	500	150	110	washing machines	1.37
	Library	190	200	200	1,000 sq. ft.	0.68
	Machine shops	152	180	280	1,000 sq. ft.	0.60
	Markets	38	800	800	1,000 sq. ft.	0.40
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.19
	Dental	190	130	80	Exam. room	0.47
	Medical	190	130	80	Exam. room	0.47
	Post office	190	130	80	1,000 sq. ft.	0.47
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.06
	With DW or garbage disp.	6	619	371	seat	0.04
	Without DW & garbage disp.	6	238	143	seat	0.02
	Take-out	475	238	143	1,000 sq. ft.	1.64
	Rest homes	125	250	100	beds	0.41
	Retail stores	38	150	150	1,000 sq. ft.	0.11
	Schools					
	Elementary	9	130	100	per student day	0.02
	High	14	130	100	per student day	0.04
	Service stations	380	180	280	set of gas pumps	1.49
		38	180	280	add per service bay	0.15
	Shoe repair	190	200	200	1,000 sq. ft.	0.68
	Theaters	2	200	200	seat	0.01
	Warehouse				see note 1 below	
	Other Uses Not Listed				see note 1 below	
Industrial						
					see note 1 below	

ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:

$$ESD = (TSS \times FLOW \times 0.33) / (SFD \ TSS \times SFD \ FLOW) + (BOD \times FLOW \times 0.33) / (SFD \ BOD \times SFD \ FLOW) + (FLOW \times (0.34 / SFD \ FLOW))$$

Note 1: Use to be calculated on a case by case basis using the above formula
 Definitions Flow = Gallons per Day
 BOD = Biological Oxygen Demand DW = dishwasher

EXHIBIT A

EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR GEYSERVILLE SANITATION ZONE

Use Category		Billing Basis			2018-2019	
		Flow	BOD	TSS	Use	ESD
		gallons	mg/l	mg/l		
Residential						
	Single-Family	200	315	315	connections	1.00
	Condominium	200	315	315	dwelling units	1.00
	Multiple-Family	160	315	315	dwelling units	0.80
	Mobile home park	160	315	315	spaces	0.80
	Mobile home (Individual)	160	315	315	units	0.80
	Granny unit	160	315	315	unit	0.80
Commercial						
	Appliance repair	190	200	200	1,000 sq. ft.	0.72
	Art gallery	190	200	200	1,000 sq. ft.	0.72
	Auto dealers					
	With service facilities	190	180	280	connection	0.78
		38	180	280	add per service bay	0.16
	Without service facilities	190	200	200	connection	0.72
	Bakery	190	1000	600	1,000 sq. ft.	1.92
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	0.53
	Barber shop	19	130	80	chair	0.05
	Beauty shop	38	130	80	chair	0.11
	Bars & taverns	20	200	200	seat	0.08
	Car washes, self service	190	20	150	stall	0.49
	Camp ground or RV park					
	with hookups	125	200	200	site	0.47
	without hookups	75	200	200	site	0.28
	Churches, hall & lodges	2	200	200	seat	0.01
	Coffee shops	6	1000	600	seats	0.06
	Dry cleaners	285	150	110	1,000 sq. ft.	0.87
	Fire stations	190	200	200	1,000 sq. ft.	0.72
	Garages	95	180	280	service bays	0.39
	Hospitals					
	Convalescent	125	250	100	beds	0.44
	General	175	250	100	beds	0.62
	Veterinarian	6	250	100	cages	0.02
	Hotels/motels	100	310	120	sleeping rooms	0.40
	Laundromats	500	150	110	washing machines	1.53
	Library	190	200	200	1,000 sq. ft.	0.72
	Machine shops	152	180	280	1,000 sq. ft.	0.62
	Markets	38	800	800	1,000 sq. ft.	0.38
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.21
	Dental	190	130	80	Exam. room	0.53
	Medical	190	130	80	Exam. room	0.53
	Post office	190	130	80	1,000 sq. ft.	0.53
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.06
	With DW or garbage disp.	6	619	371	seat	0.04
	Without DW & garbage disp.	6	238	143	seat	0.02
	Take-out	475	238	143	1,000 sq. ft.	1.76
	Rest homes	125	250	100	beds	0.44
	Retail stores	38	150	150	1,000 sq. ft.	0.12
	Schools					
	Elementary	9	130	100	per student day	0.03
	High	14	130	100	per student day	0.04
	Service stations	380	180	280	set of gas pumps	1.56
		38	180	280	add per service bay	0.16
	Shoe repair	190	200	200	1,000 sq. ft.	0.72
	Theaters	2	200	200	seat	0.01
	Warehouse				see note 1 below	
	Others as determined by the Engr.				see note 1 below	

ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:

$$ESD = (TSS \times FLOW \times 0.33) / (SFD \ TSS \times SFD \ FLOW) + (BOD \times FLOW \times 0.33) / (SFD \ BOD \times SFD \ FLOW) + (FLOW \times (0.34 / SFD \ FLOW))$$

Note 1: Use to be calculated on a case by case basis using the above formula	
Definitions	Flow = Gallons per Day
	BOD = Biological Oxygen Demand
	DW = dishwasher
	ESD = Equivalent Single Family Dwelling
	disp. = disposal

EXHIBIT A

EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR PENNGROVE SANITATION ZONE

Use Category		Billing Basis			2018-2019	
		Flow	BOD	TSS	Use	ESD
		gallons	mg/l	mg/l		
Residential						
	Single-Family	180	305	305	connections	1.00
	Condominium	180	305	305	dwelling units	1.00
	Multiple-Family	144	305	305	dwelling units	0.80
	Mobile home park	144	305	305	spaces	0.80
	Mobile home (Individual)	144	305	305	units	0.80
	Granny unit	144	305	305	unit	0.80
Commercial						
	Appliance repair	190	200	200	1,000 sq. ft.	0.82
	Art gallery	190	200	200	1,000 sq. ft.	0.82
	Auto dealers					
	With service facilities	190	180	280	connection	0.88
	Without service facilities	38	180	280	add per service bay	0.18
	Without service facilities	190	200	200	connection	0.82
	Bakery	190	1000	600	1,000 sq. ft.	2.19
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	0.60
	Barber shop	19	130	80	chair	0.06
	Beauty shop	38	130	80	chair	0.12
	Bars & taverns	20	200	200	seat	0.09
	Car washes, self service	190	20	150	stall	0.55
	Camp ground or RV park					
	with hookups	125	200	200	site	0.54
	without hookups	75	200	200	site	0.32
	Churches, hall & lodges	2	200	200	seat	0.01
	Coffee shops	6	1000	600	seats	0.07
	Dry cleaners	285	150	110	1,000 sq. ft.	0.98
	Fire stations	190	200	200	1,000 sq. ft.	0.82
	Garages	95	180	280	service bays	0.44
	Hospitals					
	Convalescent	125	250	100	beds	0.50
	General	175	250	100	beds	0.70
	Veterinarian	6	250	100	cages	0.02
	Hotels/motels	100	310	120	sleeping rooms	0.45
	Laundromats	500	150	110	washing machines	1.73
	Library	190	200	200	1,000 sq. ft.	0.82
	Machine shops	152	180	280	1,000 sq. ft.	0.71
	Markets	38	800	800	1,000 sq. ft.	0.44
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.24
	Dental	190	130	80	Exam. room	0.60
	Medical	190	130	80	Exam. room	0.60
	Post office	190	130	80	1,000 sq. ft.	0.60
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.07
	With DW or garbage disp.	6	619	371	seat	0.05
	Without DW & garbage disp.	6	238	143	seat	0.03
	Take-out	475	238	143	1,000 sq. ft.	1.99
	Rest homes	125	250	100	beds	0.50
	Retail stores	38	150	150	1,000 sq. ft.	0.14
	Schools					
	Elementary	9	130	100	per student day	0.03
	High	14	130	100	per student day	0.05
	Service stations	380	180	280	set of gas pumps	1.77
		38	180	280	add per service bay	0.18
	Shoe repair	190	200	200	1,000 sq. ft.	0.82
	Theaters	2	200	200	seat	0.01
	Warehouse				see note 1 below	
	Others as determined by the Engr.				see note 1 below	
ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA: $ESD = (TSS \times FLOW \times 0.33) / (SFD \ TSS \times SFD \ FLOW) + (BOD \times FLOW \times 0.33) / (SFD \ BOD \times SFD \ FLOW) + (FLOW \times (0.34 / SFD \ FLOW))$						
Note 1: Use to be calculated on a case by case basis using the above formula						
Definitions Flow = Gallons per Day						
			BOD = Biological Oxygen Demand		DW = dishwasher	
			ESD = Equivalent Single Family Dwelling		disp. = disposal	

EXHIBIT A

EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR SEA RANCH SANITATION ZONE

Use Category		Billing Basis			2018-2019	
		Flow gallons	BOD mg/l	TSS mg/l	Use	ESD
Residential						
	Single-Family	200			connections	1.0
Commercial					see note 1 below	
ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA: $ESD = (TSS \times FLOW \times 0.33) / (SFD \ TSS \times SFD \ FLOW) + (BOD \times FLOW \times 0.33) / (SFD \ BOD \times SFD \ FLOW) + (FLOW \times (0.34 / SFD \ FLOW))$						
Note 1: Use to be calculated on a case by case basis using the above formula						
Definitions	Flow = Gallons per Day		DW = dishwasher			
	BOD = Biological Oxygen Demand		disp. = disposal			
	ESD = Equivalent Single Family Dwelling					

WATER AGENCY
ORDINANCE NO. 92 OCSD
ORDINANCE NO. __

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE OCCIDENTAL COUNTY SANITATION DISTRICT, STATE OF CALIFORNIA, SETTING SEWER SERVICE CHARGES, CALLING FOR COLLECTION ON THE TAX ROLL FOR FISCAL YEAR 2018/2019, AND MAKING FINDINGS AND DETERMINATION OF EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. (4/5 VOTE REQUIRED).

The Board of Directors of the Occidental County Sanitation District (District), State of California, ordains as follows:

SECTION I

Section V of Ordinance No. 42 is hereby amended to read:

“Annual Service Charge” is defined as a charge for use of the sewer system for a period of one year to each user and based on the estimated or actual usage of the sewer system. The annual service charge is based on the estimated annual cost of operating, maintaining, and replacing the sewer system, as submitted and approved by the District’s Board of Directors each year. Annual service charges shall be based on an Equivalent Single Family Dwelling Unit (ESD) as defined in Section 2.01 of Ordinance No. 41 of the Occidental County Sanitation District and as calculated by the same methodology for connection fees set forth by Section VI of Ordinance No. 42.

An annual service charge of Two thousand two hundred seventy-five dollars and No Cents (\$2,275.00) per ESD on properties within the boundaries established as the District’s is hereby prescribed and established effective July 1, 2018.

SECTION II

Exhibit “A” of Ordinance 42 is hereby replaced by the attached Exhibit “A”.

SECTION III

The District does hereby elect, pursuant to Section 5473 of the Health and Safety Code of the State of California to have the sewer service charge established by said District, collected on the tax roll of the County of Sonoma, State of California, in the manner provided pursuant to Sections 5471 through 5473.11 of the Health and Safety Code of the State of California.

SECTION IV

The Board hereby finds that the California Environmental Quality Act does not apply to the establishment of charges pursuant to this Ordinance, as such fees are for the purpose of meeting operations expenses, meeting financial reserve needs and requirements, and setting aside funds for capital projects necessary to maintain service within the existing District (15273 California Code of Regulations, 21080 Public Resources Code).

SECTION V

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance and every section, subsection,

sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION VI - SERVICE CHARGES

When the determination of connection fees or annual service charges in accordance with Exhibit A for a user is inconsistent with an existing Use Category set forth in Exhibit A, the General Manager or his/her designee may instead reasonably make an independent calculation of the ESDs for the Customer. In making such a calculation, the General Manager or his/her designee may rely on one or more of the following resources to make an independent calculation for the user: (1) the use in Exhibit A that most closely matches the proposed use, (2) federal and state standard estimated wastewater flows for onsite or private wastewater treatment or disposal systems, (3) flow and strength factors published in rate studies conducted by other public entities in Sonoma County, (4) if applicable, data provided by the equipment manufacturer; or (5) other published and peer reviewed data.

SECTION VII

This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Directors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California, and the District's Clerk of the Board shall post in the office of the District's Clerk, a certified copy of the full text of this Ordinance along with the names of those Directors voting for or against the Ordinance.

In regular session of the Board of Directors of the Occidental County Sanitation District, State of California, introduced, passed, and adopted after hearing this 22nd day of May 2018, on regular roll call of the members of said Board by the following vote:

DIRECTORS:

GORIN: _____ RABBITT: _____ ZANE: _____ HOPKINS: _____ GORE: _____

Ayes _____ Noes _____ Absent _____ Abstain _____

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

By: _____
Chair, Board of Directors
County of Sonoma, State of California

ATTEST:

By: _____
Clerk of the Board

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Occidental County Sanitation District Overruling Objections, Adopting A Report On Charges For Sewerage Services, And Confirming Charges. (4/5 vote required).

Whereas, Health and Safety Code §5473 and §5473.1 require the preparation of a report setting out the proposed charges for sewerage services furnished and made available within the Occidental County Sanitation District; and

Whereas, a written report has been filed with the Clerk of the Board; and

Whereas, notice was given as prescribed by law as to time, date, and place for hearing objections or protest to said report; and

Whereas, all written objections or protests and other written communications were publicly acknowledged and all persons desiring to be heard were fully heard; and

Whereas, the owners of a majority of separate parcels of property described in the report did not protest or object to said report.

Now, Therefore, Be It Resolved, that all objections or protests are overruled and the written report submitted to this Board setting forth sewer service charges for fiscal year 2018/2019 be and is hereby adopted in full without revision, change, reduction, or modification of any charge specified therein.

Be It Further Resolved, that the County Clerk be and is hereby directed to file with the County Auditor on or before August 3, 2018, a copy of said report upon which shall be endorsed over her signature a statement that the report has been finally adopted by the Board of Directors.

Be It Further Resolved, that the County Auditor shall, upon receipt of said report, enter the amounts of the charges against the respective parcels as they appear on the assessment roll for Fiscal Year 2018/2019. Such fees shall remain in effect until modified by the Board.

Directors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

EXHIBIT A

EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR OCCIDENTAL CSD

Use Category		Billing Basis			2018-2019	
		Flow	BOD	TSS	Use	ESD
		gallons	mg/l	mg/l		
Residential						
	Single-Family	66	250	250	connections	1.00
	Condominium	66	250	250	dwelling units	1.00
	Multiple-Family	52.8	250	250	dwelling units	0.80
	Mobile home park	52.8	250	250	spaces	0.80
	Mobile home (Individual)	52.8	250	250	units	0.80
	Granny unit	52.8	250	250	unit	0.80
Commercial						
	Appliance repair	190	200	200	1,000 sq. ft.	2.50
	Art gallery	190	200	200	1,000 sq. ft.	2.50
	Auto dealers					
	With service facilities	190	180	280	connection	2.73
		38	180	280	add per service bay	0.55
	Without service facilities	190	200	200	connection	2.50
	Bakery	190	1000	600	1,000 sq. ft.	7.06
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	1.78
	Barber shop	19	130	80	chair	0.18
	Beauty shop	38	130	80	chair	0.36
	Bars & taverns	20	200	200	seat	0.26
	Car washes, self service	190	20	150	stall	1.62
	Camp ground or RV park					
	with hookups	125	200	200	site	1.64
	without hookups	75	200	200	site	0.99
	Churches, hall & lodges	2	200	200	seat	0.03
	Coffee shops	6	1000	600	seats	0.22
	Dry cleaners	285	150	110	1,000 sq. ft.	2.95
	Fire stations	190	200	200	1,000 sq. ft.	2.50
	Garages	95	180	280	service bays	1.36
	Hospitals					
	Convalescent	125	250	100	beds	1.52
	General	175	250	100	beds	2.13
	Veterinarian	6	250	100	cages	0.07
	Hotels/motels	100	310	120	sleeping rooms	1.38
	Laundromats	500	150	110	washing machines	5.18
	Library	190	200	200	1,000 sq. ft.	2.50
	Machine shops	152	180	280	1,000 sq. ft.	2.18
	Markets	38	800	800	1,000 sq. ft.	1.41
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.71
	Dental	190	130	80	Exam. room	1.78
	Medical	190	130	80	Exam. room	1.78
	Post office	190	130	80	1,000 sq. ft.	1.78
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.22
	With DW or garbage disp.	6	619	371	seat	0.15
	Without DW & garbage disp.	6	238	143	seat	0.08
	Take-out	475	238	143	1,000 sq. ft.	6.07
	Rest homes	125	250	100	beds	1.52
	Retail stores	38	150	150	1,000 sq. ft.	0.42
	Schools					
	Elementary	9	130	100	per student day	0.09
	High	14	130	100	per student day	0.14
	Service stations	380	180	280	set of gas pumps	5.45
		38	180	280	add per service bay	0.55
	Shoe repair	190	200	200	1,000 sq. ft.	2.50
	Theaters	2	200	200	seat	0.03
	Warehouse				see note 1 below	
	Others as determined by the Engr.				see note 1 below	

ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:

$$ESD = (TSS \times FLOW \times 0.33) / (SFD \ TSS \times SFD \ FLOW) + (BOD \times FLOW \times 0.33) / (SFD \ BOD \times SFD \ FLOW) + (FLOW \times (0.34 / SFD \ FLOW))$$

Note 1: Use to be calculated on a case by case basis using the above formula	
Definitions	Flow = Gallons per Day
	BOD = Biological Oxygen Demand
	DW = dishwasher
	ESD = Equivalent Single Family Dwelling
	disp. = disposal

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Russian River County Sanitation District Overruling Objections, Adopting A Report On Charges For Sewerage Services, And Confirming Charges. (4/5 vote required).

Whereas, Health and Safety Code §5473 and §5473.1 require the preparation of a report setting out the proposed charges for sewerage services furnished and made available within the Russian River County Sanitation District; and

Whereas, a written report has been filed with the Clerk of the Board; and

Whereas, notice was given as prescribed by law as to time, date, and place for hearing objections or protest to said report; and

Whereas, all written objections or protests and other written communications were publicly acknowledged and all persons desiring to be heard were fully heard; and

Whereas, the owners of a majority of separate parcels of property described in the report did not protest or object to said report.

Now, Therefore, Be It Resolved, that all objections or protests are overruled and the written report submitted to this Board setting forth sewer service charges for fiscal year 2018/2019 be and is hereby adopted in full without revision, change, reduction, or modification of any charge specified therein.

Be It Further Resolved, that the County Clerk be and is hereby directed to file with the County Auditor on or before August 3, 2018, a copy of said report upon which shall be endorsed over her signature a statement that the report has been finally adopted by the Board of Directors.

Be It Further Resolved, that the County Auditor shall, upon receipt of said report, enter the amounts of the charges against the respective parcels as they appear on the assessment roll for Fiscal Year 2018/2019. Such fees shall remain in effect until modified by the Board.

Resolution #
Date: May 22, 2018
Page 2

Directors:

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

So Ordered.

WATER AGENCY
ORDINANCE NO. 86 RRCSD
ORDINANCE NO. __

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE RUSSIAN RIVER COUNTY SANITATION DISTRICT, STATE OF CALIFORNIA, SETTING SEWER SERVICE CHARGES, CALLING FOR COLLECTION ON THE TAX ROLL FOR FISCAL YEAR 2018/2019, AND MAKING FINDINGS AND DETERMINATION OF EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. (4/5 VOTE REQUIRED).

The Board of Directors of the Russian River County Sanitation District (District), State of California, ordains as follows:

SECTION I

Section V of Ordinance No. 33 is hereby amended to read:

“Annual Service Charge” is defined as a charge for use of the sewer system for a period of one year to each user and based on the estimated or actual usage of the sewer system. The annual service charge is based on the estimated annual cost of operating, maintaining, and replacing the sewer system, as submitted and approved by the District’s Board of Directors each year. Annual service charges shall be based on an Equivalent Single Family Dwelling Unit (ESD) as defined in Section 2.01 of Ordinance No. 31 of the District and as calculated by the same methodology for connection fees set forth by Section VI of Ordinance No. 33.

An annual service charge of One thousand five hundred and fifty-five dollars and No Cents (\$1,555.00) per ESD on properties within the boundaries established as the District’s is hereby prescribed and established effective July 1, 2018.

SECTION II

Exhibit “A” of Ordinance 33 is hereby replaced by the attached Exhibit “A”.

SECTION III

The District does hereby elect, pursuant to Section 5473 of the Health and Safety Code of the State of California to have the sewer service charge for established by said District, collected on the tax roll of the County of Sonoma, State of California, in the manner provided pursuant to Sections 5471 through 5473.11 of the Health and Safety Code of the State of California.

SECTION IV

The Board hereby finds that the California Environmental Quality Act does not apply to the establishment of charges pursuant to this Ordinance, as such fees are for the purpose of meeting operations expenses, meeting financial reserve needs and requirements, and setting aside funds for capital projects necessary to maintain service within the existing District (15273 California Code of Regulations, 21080 Public Resources Code).

SECTION V

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of

Directors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION VI - SERVICE CHARGES

When the determination of connection fees or annual service charges in accordance with Exhibit A for a user is inconsistent with an existing Use Category set forth in Exhibit A, the General Manager or his/her designee may instead reasonably make an independent calculation of the ESDs for the Customer. In making such a calculation, the General Manager or his/her designee may rely on one or more of the following resources to make an independent calculation for the user: (1) the use in Exhibit A that most closely matches the proposed use, (2) federal and state standard estimated wastewater flows for onsite or private wastewater treatment or disposal systems, (3) flow and strength factors published in rate studies conducted by other public entities in Sonoma County, (4) if applicable, data provided by the equipment manufacturer; or (5) other published and peer reviewed data.

SECTION VII

This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Directors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California, and the District's Clerk of the Board shall post in the office of the District's Clerk, a certified copy of the full text of this Ordinance along with the names of those Directors voting for or against the Ordinance.

In regular session of the Board of Directors of the Russian River County Sanitation District, State of California, introduced, passed and adopted after hearing this 22nd day of May 2018, on regular roll call of the members of said Board by the following vote:

DIRECTORS:

GORIN: _____ RABBITT: _____ ZANE: _____ HOPKINS: _____ GORE: _____

Ayes _____ Noes _____ Absent _____ Abstain _____

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

By: _____
Chair, Board of Directors
County of Sonoma, State of California

ATTEST:

By: _____
Clerk of the Board

EXHIBIT A

EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR RUSSIAN RIVER CSD

Use Category		Billing Basis			2018-2019	
		Flow	BOD	TSS	Use	ESD
		gallons	mg/l	mg/l		
Residential						
	Single-Family	120	200	200	connections	1.00
	Condominium	120	200	200	dwelling units	1.00
	Multiple-Family	96	200	200	dwelling units	0.80
	Mobile home park	96	200	200	spaces	0.80
	Mobile home (Individual)	96	200	200	units	0.80
	Granny unit	96	200	200	unit	0.80
Commercial						
	Appliance repair	190	200	200	1,000 sq. ft.	1.58
	Art gallery	190	200	200	1,000 sq. ft.	1.58
	Auto dealers					
	With service facilities	190	180	280	connection	1.74
		38	180	280	add per service bay	0.35
	Without service facilities	190	200	200	connection	1.58
	Bakery	190	1000	600	1,000 sq. ft.	4.72
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	1.09
	Barber shop	19	130	80	chair	0.11
	Beauty shop	38	130	80	chair	0.22
	Bars & taverns	20	200	200	seat	0.17
	Car washes, self service	190	20	150	stall	0.98
	Camp ground or RV park					
	with hookups	125	200	200	site	1.04
	without hookups	75	200	200	site	0.63
	Churches, hall & lodges	2	200	200	seat	0.02
	Coffee shops	6	1000	600	seats	0.15
	Dry cleaners	285	150	110	1,000 sq. ft.	1.83
	Fire stations	190	200	200	1,000 sq. ft.	1.58
	Garages	95	180	280	service bays	0.87
	Hospitals					
	Convalescent	125	250	100	beds	0.96
	General	175	250	100	beds	1.34
	Veterinarian	6	250	100	cages	0.05
	Hotels/motels	100	310	120	sleeping rooms	0.87
	Laundromats	500	150	110	washing machines	3.20
	Library	190	200	200	1,000 sq. ft.	1.58
	Machine shops	152	180	280	1,000 sq. ft.	1.39
	Markets	38	800	800	1,000 sq. ft.	0.94
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.43
	Dental	190	130	80	Exam. room	1.09
	Medical	190	130	80	Exam. room	1.09
	Post office	190	130	80	1,000 sq. ft.	1.09
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.15
	With DW or garbage disp.	6	619	371	seat	0.10
	Without DW & garbage disp.	6	238	143	seat	0.05
	Take-out	475	238	143	1,000 sq. ft.	3.83
	Rest homes	125	250	100	beds	0.96
	Retail stores	38	150	150	1,000 sq. ft.	0.26
	Schools					
	Elementary	9	130	100	per student day	0.05
	High	14	130	100	per student day	0.08
	Service stations	380	180	280	set of gas pumps	3.48
		38	180	280	add per service bay	0.35
	Shoe repair	190	200	200	1,000 sq. ft.	1.58
	Theaters	2	200	200	seat	0.02
	Warehouse				see note 1 below	
	Others as determined by the Engr.				see note 1 below	

ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:

$$ESD = (TSS \times FLOW \times 0.33) / (SFD \ TSS \times SFD \ FLOW) + (BOD \times FLOW \times 0.33) / (SFD \ BOD \times SFD \ FLOW) + (FLOW \times (0.34 / SFD \ FLOW))$$

Note 1: Use to be calculated on a case by case basis using the above formula	
Definitions	Flow = Gallons per Day
	BOD = Biological Oxygen Demand
	DW = dishwasher
	ESD = Equivalent Single Family Dwelling
	disp. = disposal

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

2/3 Vote Required

Resolution Of The Board Of Directors Of The Sonoma Valley County Sanitation District Overruling Objections, Adopting A Report On Charges For Sewerage Services, And Confirming Charges. (2/3 vote required) (First District).

Whereas, Health and Safety Code §5473 and §5473.1 require the preparation of a report setting out the proposed charges for sewerage services furnished and made available within the Sonoma Valley County Sanitation District; and

Whereas, a written report has been filed with the Clerk of the Board; and

Whereas, notice was given as prescribed by law as to time, date, and place for hearing objections or protest to said report; and

Whereas, all written objections or protests and other written communications were publicly acknowledged and all persons desiring to be heard were fully heard; and

Whereas, the owners of a majority of separate parcels of property described in the report did not protest or object to said report.

Now, Therefore, Be It Resolved, that all objections or protests are overruled and the written report submitted to this Board setting forth sewer service charges for fiscal year 2018/2019 be and is hereby adopted in full without revision, change, reduction, or modification of any charge specified therein.

Be It Further Resolved, that the County Clerk be and is hereby directed to file with the County Auditor on or before August 3, 2018, a copy of said report upon which shall be endorsed over her signature a statement that the report has been finally adopted by the Board of Directors.

Be It Further Resolved, that the County Auditor shall, upon receipt of said report, enter the amounts of the charges against the respective parcels as they appear on the assessment roll for fiscal year 2018/2019.

Resolution #
Date: May 22, 2018
Page 2

Directors:

Gorin:

Gore:

Agrimonti:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

WATER AGENCY
ORDINANCE NO. 97 SVCSD
ORDINANCE NO. __

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY COUNTY SANITATION DISTRICT, STATE OF CALIFORNIA, SETTING SEWER SERVICE CHARGES, CALLING FOR COLLECTION ON THE TAX ROLL FOR FISCAL YEAR 2018/2019 AND MAKING FINDINGS AND DETERMINATION OF EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. (2/3 VOTE REQUIRED) (FIRST DISTRICT).

The Board of Directors of the Sonoma Valley County Sanitation District (District), State of California, ordains as follows:

SECTION I

Section III of Ordinance No. 51 is hereby replaced with the following:

“Annual Service Charge” is defined as a charge for use of the sewer system for a period of one year to each user and based on the estimated or actual usage of the sewer system. The annual service charges for residential and non-residential users are based on the estimated annual cost of operating, maintaining, and replacing the sewer system, as submitted and approved by the District’s Board of Directors each year. The methodology used to calculate annual service charges for residential and non-residential users shall be as follows:

- A) Non-Residential Users and Residential Users with No Public Water Connection. This category of users has a Sewer Fee with one component: a fixed charge component. *NOTE:* Residential Users that have a Public Water Connection but have no water usage in winter months and multi-family complexes including condominiums with only one Public Water Connection for all of the units are also included in this category.
- B) Residential Users with a Public Water Connection. This category of users has a Sewer Fee with two components: a fixed charge component and a volume-based component.

The method for calculating the Sewer Fee for each category of user is described in more detail below.

- A) Amount of Proposed Sewer Fee Increase for Non-Residential Users and Residential Users with No Public Water Connection.

Effective July 1, 2018, the District proposes to increase the charge per Equivalent Single-Family Dwelling (ESD) from \$968 per ESD per year to \$1,016 per ESD per year for users in this category. This represents an increase of \$48 or 5.0% versus current year. This increase to the ESD charge has been calculated by dividing the annual costs of providing wastewater treatment and collection service by the total estimated number of ESDs in the District.

A standard single-family home constitutes one ESD. Parcels which have other uses (for example, apartments and commercial buildings) will be assigned a number of ESDs using standard equivalency factors which estimate the probable quantity and quality of sewage effluent normally generated by such uses in comparison to a single-family home.

The Sewer Fee for Non-Residential Users and Residential Users with No Public Water Connection is calculated as follows:

$$\text{\$1,016 per ESD} \times \text{Assigned Number of ESD's} = \text{Annual Sewer Fee}$$

B) Sewer Fee Increase Proposed For Residential Users With a Public Water Connection

All residential sewer customers with a public water connection must pay a Sewer Fee with two components: a fixed charge and a volume-based charge. The Residential Users with a Public Water Connection category includes single family dwellings, multiple-family units, apartments, and mobile home parks. A multi-family complex or condominium complex will also fall within this category if each unit in the complex has its own public water connection.

- **Fixed Charge Component:** The fixed charge component of the Sewer Fee recovers 70% of the District's costs to provide sewer services, including costs that the sewage treatment and collection system incurs regardless of increased or decreased sewage flow into the system.

Effective July 1, 2018 the District proposes to increase the fixed charge to \$711 per ESD per year for residential users with a public water connection. This represents an increase of \$34 or 5.0% versus current year.

The fixed charge component of the Sewer Fee will be calculated as follows:

$$\text{\$711 per ESD} \times \text{Number of ESD's} = \text{Fixed Charge Component of the Sewer Fee}$$

- **Volume-Based Component:** The volume-based component recovers approximately 30% of the District's costs to provide sewer service, including costs to the sewage treatment and collection system that vary with the amount of sewage conveyed and treated. The District's volume-based component uses a customer's lowest winter water use (November – March) as the basis for the calculation. Winter water use generally provides the best available estimate of indoor water use and its impact to the District's treatment facilities because outdoor irrigation is usually minimal during the winter months. The volume-based component also gives District ratepayers the opportunity to control a portion of their sewage bill.

The Volume-Based Component of the Sewer Fee has three parts, which are multiplied together:

Winter Water Usage x Number of Billing Periods Annually from your Water District x per thousand gallon = Volume-Based Component of Sewer Fee

Effective July 1, 2018, the District proposes to increase the volume-based component charge from \$5.49 per thousand gallons to \$5.76 per thousand gallons for residential users with a public water connection. This represents an increase of \$0.27 per thousand gallons or 5.0% versus current year. Each residential user with a sewer connection and a public water connection with winter water use greater than zero will be charged as follows:

Total Sewer Fee (fixed charge + volumetric charge) for Residential Customers with a Public Water Connection

For Customers with a Valley of the Moon Water District bill:

\$711 per ESD x Number of ESD's (*Fixed Charge Component*) +

\$5.76 per thousand gallons x Lowest Winter Water Usage in thousand gallons
x 6 billing periods annually (*Volumetric Charge Component*)

For Customers with a City of Sonoma Water District water bill:

\$711 per ESD x Number of ESD's (*Fixed Charge Component*) +

\$5.76 per thousand gallons x Lowest Winter Water Usage in thousand gallons
x 12 billing periods annually (*Volumetric Charge Component*)

SECTION II

Exhibit "A" of Ordinance 51 is hereby replaced by the attached Exhibit "A".

SECTION III

The District does hereby elect, pursuant to Section 5473 of the Health and Safety Code of the State of California to have the sewer service charge for fiscal year 2017/2018 established by said District, collected on the tax roll of the County of Sonoma, State of California, in the manner provided pursuant to Sections 5471 through 5473.11 of the Health and Safety Code of the State of California.

SECTION IV

The Board of Directors hereby finds that the California Environmental Quality Act does not apply to the establishment of charges pursuant to this Ordinance, as such fees are for the purpose of meeting operations expenses, meeting financial reserve needs and requirements, and setting aside funds for capital projects necessary to maintain service within the existing District (14 California Code of Regulations 15273, California Public Resources Code Section 21080).

SECTION V

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION VI - SERVICE CHARGES

Section IV of Ordinance No. 51 is hereby amended to read:

The methodology used to calculate service charges for users other than those charged in accordance with Section III of this ordinance shall, effective July 1, 2018, be the sum of the following:

Wastewater Flow (Flow)	\$0.01256	per gallon/day (gpd) multiplied by 365 days or the number of days in the billing period
Biochemical Oxygen Demand (BOD)	\$0.72761	per pound/day (lb/day) multiplied by 365 days or the number of days in the billing period
Total Suspended Solids (TSS)	\$0.12487	per pound/day (lb/day) multiplied by 365 days or the number of days in the billing period

This methodology shall apply, at the sole discretion of the General Manager, to determine annual service charges for a nonresidential user that discharges or will discharge five or more ESDs annually from any one parcel. This methodology will also be used to determine a user’s annual service charges when the General Manager determines that a user’s discharge constitutes a significant portion of the District’s total wastewater flow, BOD, or TSS loading. All costs of monitoring wastewater components shall be the responsibility of the user.

When the determination of connection fees or annual service charges in accordance with Exhibit A for a user is inconsistent with an existing Use Category set forth in Exhibit A, the General Manager or his/her designee may instead reasonably make an independent calculation of the ESDs for the Customer. In making such a calculation, the General Manager or his/her designee may rely on one or more of the following resources to make an independent calculation for the user: (1) the use in Exhibit A that most closely matches the proposed use, (2) federal and state standard estimated wastewater flows for onsite or private wastewater treatment or disposal systems, (3) flow and strength factors published in rate studies conducted by other public entities in Sonoma County, (4) if applicable, data provided by the equipment manufacturer; or (5) other published and peer reviewed data.

The General Manager may calculate and bill the sewer service charge of industrial, commercial, and institutional users on a more frequent basis (than annually).

SECTION VII

This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Directors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California, and the District’s Clerk of the Board shall post in the office of the District’s Clerk, a certified copy of the full text of this Ordinance along with the names of those Directors voting for or against the Ordinance.

In regular session of the Board of Directors of the Sonoma Valley County Sanitation District, State of California, introduced, passed, and adopted after hearing this 22nd day of May 2018, on regular roll call of the members of said Board by the following vote:

DIRECTORS:

GORIN: _____ GORE: _____ AGRIMONTI: _____

Ayes _____ Noes _____ Absent _____ Abstain _____

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

By: _____
Chair, Board of Directors
County of Sonoma, State of California

ATTEST:
By: _____
Clerk of the Board

Date: May 22, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The South Park County Sanitation District Overruling Objections, Adopting A Report On Charges For Sewerage Services, And Confirming Charges. (4/5 vote required).

Whereas, Health and Safety Code §5473 and §5473.1 require the preparation of a report setting out the proposed charges for sewerage services furnished and made available within the South Park County Sanitation District; and

Whereas, a written report has been filed with the Clerk of the Board; and

Whereas, notice was given as prescribed by law as to time, date, and place for hearing objections or protest to said report; and

Whereas, all written objections or protests and other written communications were publicly acknowledged and all persons desiring to be heard were fully heard; and

Whereas, the owners of a majority of separate parcels of property described in the report did not protest or object to said report.

Now, Therefore, Be It Resolved, that all objections or protests are overruled and the written report submitted to this Board setting forth sewer service charges for fiscal year 2018/2019 be and is hereby adopted in full without revision, change, reduction, or modification of any charge specified therein.

Be It Further Resolved, that the County Clerk be and is hereby directed to file with the County Auditor on or before August 3, 2018, a copy of said report upon which shall be endorsed over her signature a statement that the report has been finally adopted by the Board of Directors.

Resolution #
Date: May 22, 2018
Page 2

Be It Further Resolved, that the County Auditor shall, upon receipt of said report, enter the amounts of the charges against the respective parcels as they appear on the assessment roll for fiscal year 2018/2019.

Directors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

EXHIBIT A

EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR SONOMA VALLEY CSD

Use Category		Billing Basis			2018-2019	
		Flow	BOD	TSS	Use	ESD
		gallons	mg/l	mg/l		
Residential						
	Single-Family	200	200	200	connections	1.00
	Condominium	200	200	200	dwelling units	1.00
	Multiple-Family	160	200	200	dwelling units	0.80
	Mobile home park	160	200	200	spaces	0.80
	Mobile home (Individual)	160	200	200	units	0.80
	Granny unit	160	200	200	unit	0.80
Commercial						
	Appliance repair	190	200	200	1,000 sq. ft.	0.95
	Art gallery	190	200	200	1,000 sq. ft.	0.95
	Auto dealers					
	With service facilities	190	180	280	connection	1.04
		38	180	280	add per service bay	0.21
	Without service facilities	190	200	200	connection	0.95
	Bakery	190	1000	600	1,000 sq. ft.	2.83
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	0.65
	Barber shop	19	130	80	chair	0.07
	Beauty shop	38	130	80	chair	0.13
	Bars & taverns	20	200	200	seat	0.10
	Car washes, self service	190	20	150	stall	0.59
	Camp ground or RV park					
	with hookups	125	200	200	site	0.63
	without hookups	75	200	200	site	0.38
	Churches, hall & lodges	2	200	200	seat	0.01
	Coffee shops	6	1000	600	seats	0.09
	Dry cleaners	285	150	110	1,000 sq. ft.	1.10
	Fire stations	190	200	200	1,000 sq. ft.	0.95
	Garages	95	180	280	service bays	0.52
	Hospitals					
	Convalescent	125	250	100	beds	0.57
	General	175	250	100	beds	0.80
	Veterinarian	6	250	100	cages	0.03
	Hotels/motels	100	310	120	sleeping rooms	0.52
	Laundromats	500	150	110	washing machines	1.92
	Library	190	200	200	1,000 sq. ft.	0.95
	Machine shops	152	180	280	1,000 sq. ft.	0.84
	Markets	38	800	800	1,000 sq. ft.	0.57
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.26
	Dental	190	130	80	Exam. room	0.65
	Medical	190	130	80	Exam. room	0.65
	Post office	190	130	80	1,000 sq. ft.	0.65
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.09
	With DW or garbage disp.	6	619	371	seat	0.06
	Without DW & garbage disp.	6	238	143	seat	0.03
	Take-out	475	238	143	1,000 sq. ft.	2.30
	Rest homes	125	250	100	beds	0.57
	Retail stores	38	150	150	1,000 sq. ft.	0.16
	Schools					
	Elementary	9	130	100	per student day	0.03
	High	14	130	100	per student day	0.05
	Service stations	380	180	280	set of gas pumps	2.09
		38	180	280	add per service bay	0.21
	Shoe repair	190	200	200	1,000 sq. ft.	0.95
	Theaters	2	200	200	seat	0.01
	Warehouse				see note 1 below	
	Others as determined by the General Manager				see note 1 below	

ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:

$$ESD = (TSS \times FLOW \times 0.33) / (SFD TSS \times SFD FLOW) + (BOD \times FLOW \times 0.33) / (SFD BOD \times SFD FLOW) + (FLOW \times (0.34 / SFD FLOW))$$

Charge Formula: Sum of the following:

Flow	\$0.01256	per gallon/day (gpd) multiplied by 365 days or the number of days in the billing period
BOD	\$0.72761	per pound/day (lb/day) multiplied by 365 days or the number of days in the billing period
TSS	\$0.12487	per pound/day (lb/day) multiplied by 365 days or the number of days in the billing period

Note 1: For warehouses and when agreement on a use category cannot be reached, the General Manager, in his or her sole discretion, may a) base charges on the user's actual or estimated contribution of wastewater into the District's facilities in terms of flow, biological oxygen demand (BOD), and total suspended solids (TSS), and b) calculate the user's charge using the above Charge Formula. The user shall provide verifiable data, as requested by the General Manager, for the charge to be determined.

Definitions	Flow = Gallons per Day	TSS = Total Suspended Solids
	BOD = Biological Oxygen Demand	DW = dishwasher
	ESD = Equivalent Single Family Dwelling	disp. = disposal

WATER AGENCY
ORDINANCE NO. 86 SPCSD
ORDINANCE NO. __

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SOUTH PARK COUNTY SANITATION DISTRICT, STATE OF CALIFORNIA, SETTING SEWER SERVICE CHARGES, CALLING FOR COLLECTION ON THE TAX ROLL FOR FISCAL YEAR 2017/2018, AND MAKING FINDINGS AND DETERMINATION OF EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. (4/5 VOTE REQUIRED).

The Board of Directors of the South Park County Sanitation District (District), State of California, ordains as follows:

SECTION I

Section V of Ordinance No. 36 is hereby amended to read:

A. Fixed Charge Calculation

The fixed charge recovers 80 percent of the District's costs to provide sewer services, including costs associated with the sewage treatment and collection system that are incurred regardless of increased or decreased sewage flow into the system. The fixed charge is based on the number of ESDs.

Effective July 1, 2018, the District proposes to establish the fixed charge of \$774.18 per year per ESD. All District customers will pay the fixed charge.

The fixed charge component of the Sewer Fee will be calculated as follows:

$$\text{\$774.18 per ESD} \times \text{Number of ESD's} = \text{Fixed Charge Component of the Sewer Fee}$$

B. Volumetric Charge Calculation

The volume-based charge recovers 20 percent of the District's costs to provide sewer services, including the costs associated with the sewage treatment and collection system that vary with the amount of sewage conveyed and treated, and gives District ratepayers the opportunity to control a portion of their sewer bill. The District will use City of Santa Rosa water usage data to calculate the annual volumetric charge portion of the Sewer Fee. All District customers will pay an annual volumetric charge.

The Volume-Based Component of the Sewer Fee has two parts, which are multiplied together:

$$\text{Annual Water Usage} \times \text{Charge per thousand gallon} = \text{Volume-Based Component of Sewer Fee}$$

The District has four categories of customers for the volumetric charge calculation for whom the water usage and Charge per thousand gallons will vary:

1. Residential Customers with a City of Santa Rosa Water Connection

2. Residential Customers with No City of Santa Rosa Water Connection
3. Non-Residential Customers with a City of Santa Rosa Water Connection
4. Non-Residential Customers with No City of Santa Rosa Water Connection

Annual Water Usage calculations are based on water consumption from the prior year. For Residential Customers, average winter water usage provides the best available estimate of indoor water usage and its impact to the sewer system because outdoor irrigation is minimal during the winter months. For Non-Residential Customers, annual water usage is based on actual water usage.

Table 1: Residential Customers: Annual Water Usage and Charge Per Thousand Gallon Calculation

Sewer Customers	Calculation of Annual Water Usage	Charge Per Thousand Gallons
With a City of Santa Rosa Water Connection	<ul style="list-style-type: none"> • District will calculate Customer’s average monthly water usage during the billing periods of November through March. • For each month of the prior fiscal year, the District will select either the customer’s winter average water usage or the customer’s actual water used whichever is lower. • District will add up the customer’s monthly water usage to arrive at the total annual water usage. 	\$4.07
With No City of Santa Rosa Water Connection part or all of the time	<ul style="list-style-type: none"> • District will average the winter water usage during the billing periods of November through March of similar residential customers that have a City of Santa Rosa water connection. • Similar residential customers are determined based on household size. • Average winter water usage will be multiplied by 12 to determine annual water usage. 	\$4.07

Table 2a: Non-Residential Customers: Annual Water Usage Calculation

Sewer Customers	Calculation of Annual Water Usage	Charge Per Thousand Gallons
With a City of Santa Rosa Water Connection	<ul style="list-style-type: none"> • For each month of the prior fiscal year, District will add up the customer’s actual monthly water usage to arrive at the total annual water usage. 	Based on estimated wastewater strength, shown in Table 2a below
With No City of Santa Rosa Water Connection	<ul style="list-style-type: none"> • District will average annual water usage from similar customers based on City of Santa Rosa water usage data. • For multifamily and mobile home park customers, similar uses are based on household size. • For other non-residential customers, similar uses are generally based on the type of use and physical size. However, for certain unique uses such as laundry, car wash, and residential care facilities, alternative calculations that better approximate water usage are used. 	Based on estimated wastewater strength, shown in Table 2a below

Table 2b: Non-Residential Customers: Examples of Charge Per Thousand Gallon Calculation

Categories of Wastewater Strength and Examples of Types of Uses	Charge per Thousand Gallons
Low Strength - car wash, glass products	\$3.39
Standard Strength – multi-family (except duplex) complexes, condominium complexes, mobile home parks, warehouses, general commercial/industrial including retail, schools, churches, auto sales, dental and medical offices.	\$4.07
Medium Strength – mixed use commercial; hotel/motel, convenience store, bar, winery, brewery, auto repair.	\$4.52
High Strength – bakery, restaurant, coffee shop, meat and food processing, miller, hospital, veterinary clinic.	\$5.58

Appeal Procedure

If you have a leak in your water supply line or another reason that you feel the metered water usage during the measurement period does not reflect your actual usage, contact the District at (707) 526-5370 to determine whether an adjustment is warranted.

C. Fixed Charge and Volumetric Charge Calculation Combined for Total Sewer Fee

Each Residential Customer with a sewer connection will be charged an annual Sewer Fee calculated as follows:

\$774.18 per ESD X Number of ESDs (*Fixed Charge Component*) +

\$4.07 per thousand gallons x Annual Water Usage in thousand gallons (*Volumetric Charge Component*)

Each Non-Residential Customer with a sewer connection will be charged an annual Sewer Fee calculated as follows:

\$774.18 per ESD X Number of ESDs (*Fixed Charge Component*) +

Annual Water Usage x Applicable Charge per thousand gallons shown in Table 1 (*Volumetric Charge Component*)

SECTION II

Exhibit “A” of Ordinance 51 is hereby replaced by the attached Exhibit “A.”

SECTION III

The District does hereby elect, pursuant to Section 5473 of the Health and Safety Code of the State of California to have the sewer service charge for established by said District, collected on the tax roll of the County of Sonoma, State of California, in the manner provided pursuant to Sections 5471 through 5473.11 of the Health and Safety Code of the State of California.

SECTION IV

The Board hereby finds that the California Environmental Quality Act does not apply to the establishment of charges pursuant to this Ordinance, as such fees are for the purpose of meeting operations expenses, meeting financial reserve needs and requirements, and setting aside funds for capital projects necessary to maintain service within the existing District (15273 California Code of Regulations, 21080 Public Resources Code).

SECTION V

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION VI - SERVICE CHARGES

When the determination of connection fees or annual service charges in accordance with Exhibit A for a user is inconsistent with an existing Use Category set forth in Exhibit A, the General Manager or his/her designee may instead reasonably make an independent calculation of the ESDs for the Customer. In making such a calculation, the General Manager or his/her designee may rely on one or more of the following resources to make an independent calculation for the user: (1) the use in Exhibit A that most closely matches the proposed use, (2) federal and state standard estimated wastewater flows for onsite or private wastewater treatment or disposal systems, (3) flow and strength factors published in rate studies conducted by other public entities in Sonoma County, (4) if applicable, data provided by the equipment manufacturer; or (5) other published and peer reviewed data.

SECTION VII

This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Directors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California, and the District's Clerk of the Board shall post in the office of the District's Clerk, a certified copy of the full text of this Ordinance along with the names of those Directors voting for or against the Ordinance.

In regular session of the Board of Directors of the South Park County Sanitation District, State of California, introduced, passed and adopted after hearing this 22nd day of May 2018, on regular roll call of the members of said Board by the following vote:

DIRECTORS:

GORIN: _____ RABBITT: _____ ZANE: _____ HOPKINS: _____ GORE: _____

Ayes _____ Noes _____ Absent _____ Abstain _____

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

By: _____
Chair, Board of Directors
County of Sonoma, State of California

ATTEST:

By: _____
Clerk of the Board

EXHIBIT A

EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR SOUTH PARK CSD

Use Category	Billing Basis			2018-2019	
	Flow	BOD	TSS	Use	ESD
	gallons	mg/l	mg/l		
Residential					
Single-Family	233	237	237	connections	1.00
Condominium	233	237	237	dwelling units	1.00
Multiple-Family	186.4	237	237	dwelling units	0.80
Mobile home park	186.4	237	237	spaces	0.80
Mobile home (Individual)	186.4	237	237	units	0.80
Granny unit	186.4	237	237	unit	0.80
Commercial					
Appliance repair	190	200	200	1,000 sq. ft.	0.73
Art gallery	190	200	200	1,000 sq. ft.	0.73
Auto dealers					
With service facilities	190	180	280	connection	0.80
	38	180	280	add per service bay	0.16
Without service facilities	190	200	200	connection	0.73
Bakery	190	1000	600	1,000 sq. ft.	2.09
Butcher				see note 1 below	
Banks & financial institutions	190	130	80	1,000 sq. ft.	0.52
Barber shop	19	130	80	chair	0.05
Beauty shop	38	130	80	chair	0.10
Bars & taverns	20	200	200	seat	0.08
Car washes, self service	190	20	150	stall	0.47
Camp ground or RV park					
with hookups	125	200	200	site	0.48
without hookups	75	200	200	site	0.29
Churches, hall & lodges	2	200	200	seat	0.01
Coffee shops	6	1000	600	seats	0.07
Dry cleaners	285	150	110	1,000 sq. ft.	0.86
Fire stations	190	200	200	1,000 sq. ft.	0.73
Garages	95	180	280	service bays	0.40
Hospitals					
Convalescent	125	250	100	beds	0.44
General	175	250	100	beds	0.62
Veterinarian	6	250	100	cages	0.02
Hotels/motels	100	310	120	sleeping rooms	0.40
Laundromats	500	150	110	washing machines	1.51
Library	190	200	200	1,000 sq. ft.	0.73
Machine shops	152	180	280	1,000 sq. ft.	0.64
Markets	38	800	800	1,000 sq. ft.	0.42
Offices					
Business	76	130	80	1,000 sq. ft.	0.21
Dental	190	130	80	Exam. room	0.52
Medical	190	130	80	Exam. room	0.52
Post office	190	130	80	1,000 sq. ft.	0.52
Resort				calc per ESD	
Restaurants					
Dine-in					
With DW & garbage disp.	6	1000	600	seat	0.07
With DW or garbage disp.	6	619	371	seat	0.04
Without DW & garbage disp.	6	238	143	seat	0.02
Take-out	475	238	143	1,000 sq. ft.	1.77
Rest homes	125	250	100	beds	0.44
Retail stores	38	150	150	1,000 sq. ft.	0.12
Schools					
Elementary	9	130	100	per student day	0.03
High	14	130	100	per student day	0.04
Service stations	380	180	280	set of gas pumps	1.60
	38	180	280	add per service bay	0.16
Shoe repair	190	200	200	1,000 sq. ft.	0.73
Theaters	2	200	200	seat	0.01
Warehouse				see note 1 below	
Others as determined by the Engr.				see note 1 below	

ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:

$$ESD = (TSS \times FLOW \times 0.33) / (SFD \ TSS \times SFD \ FLOW) + (BOD \times FLOW \times 0.33) / (SFD \ BOD \times SFD \ FLOW) + (FLOW \times (0.34 / SFD \ FLOW))$$

Note 1: Use to be calculated on a case by case basis using the above formula					
Definitions	Flow = Gallons per Day				
	BOD = Biological Oxygen Demand	DW = dishwasher			
	ESD = Equivalent Single Family Dwelling	disp. = disposal			

ATTACHMENT NO. 3

Revenue Summary Chart - Sewer Service Fees

Sanitation Zone or County Sanitation District	FY 17-18 Rate Per ESD	FY 18-19 Rate Per ESD	FY 18-19 Projected ESDs	Rate Dollar Change	Rate Percent Change	FY 18-19 Revenue Incr. due to Rate Change
Geyserville SZ	997	1,042	356	45	4.5%	16,020
Penngrove SZ	1,414	1,463	546	49	3.5%	26,754
Sea Ranch SZ	1,117	1,159	601	42	3.8%	25,242
Airport - LW SZ	900	941	3,590	41	4.5%	147,190
Occidental CSD	2,169	2,275	274	106	4.9%	29,044
Russian River CSD	1,484	1,555	3,202	71	4.8%	227,342
Sonoma Valley CSD	968	1,016	17,513	48	5.0%	840,624
South Park CSD	935	968	3,992	33	3.5%	131,736
TOTAL REVENUES						\$1,443,952

- * 1) Reflects impacts of rate increase and/or estimated change in the number of ESDs.
- 2) Revenues shown above reflect only the charges to the users. However, operational revenues mentioned under the Summary of Issues and Significant Changes in Attachment 5 include other operational revenues such as interest on pooled cash.

ATTACHMENT NO. 4

Summary of Issues and Significant Changes - Sanitation

General Sanitation Overview

The Sonoma County Water Agency (“Agency”) has been responsible for the County sanitation functions effective January 1, 1995, as part of the County’s reorganization process. The Sanitation Zones (“SZ” or “Zone”), which are owned and operated by the Agency, include Airport-Larkfield- Wikiup, Geyserville, Penngrove, and Sea Ranch. The County Sanitation Districts (“CSD” or “District”) which are operated by the Agency under contract include Occidental, Russian River, Sonoma Valley, and South Park.

Generally, and for the past several years, costs have been increasing in the sanitation budget requests due to price increases for services and supplies, continuation of the capital replacement programs (described later in this narrative), cost of salaries and benefits, and the effort to improve the service. As a result, the FY 2018/2019 sewer service rates are proposed to increase between 3.5% and 5.0% for the various Zones and Districts. The rate increases for these Zones and Districts are necessary to fund operating and capital program expenditures.

The Agency has undertaken an effort to implement capital replacement programs within the sanitation Zones and Districts. The purpose of the programs is to provide for long-term replacement of existing facilities that have reached the end of their useful life or must be upgraded to comply with increasing stringent regulatory requirements. The cost of the programs is financed, when possible, through operating transfers from the operations fund at each Zone or District to the construction fund of that Zone or District. If the operations fund does not have sufficient cash available for transfer to the construction fund, a transfer will not be made for that fiscal year and the scheduled capital replacement projects may be delayed until the next fiscal year.

In January 2000, Agency staff held a Sanitation Workshop presenting a summary of operating and regulatory issues associated with sanitation systems operated by the Agency, providing information regarding past operating practices, changes in the regulatory environment, the estimated cost of sanitation services, and strategies for addressing current and future operating issues. Three levels of service and their costs were identified for each of the sanitation systems and are described below.

Minimum Level of Service: Includes services necessary for the protection of public health, employee safety, and public safety.

Standard Level of Service: Includes services necessary to operate and maintain the sanitation systems in order to limit or reduce the risk of (1) service interruption, and (2) violations of the respective National Pollutant Discharge Elimination System (NPDES) permit or Waste Discharge Requirements issued by the California Regional Water Quality Control Boards. A Standard Level of Service is obtained when net operating revenues, calculated as operating revenues less services and supplies, are positive.

Asset Preservation Level of Service: Includes services and programs necessary to provide for a Standard Level of Service plus investments needed to replace or upgrade capital equipment. An Asset Preservation Level of Service is obtained when net operating revenues, calculated as routine operating revenues less routine operating expenses (excluding capital equipment and transfers to construction), meet or exceed annual depreciation costs.

Rate increases, discussed in more detail below, have been proposed with the objective of meeting the Standard Level of Service for most entities and the Asset Preservation Level of Service for some entities.

The following paragraphs provide a summary of the budget requests, and applicable rate increases, proposed in each Zone and District. All annual service charges are presented in terms of cost per equivalent single family dwelling (ESD).

Airport-Larkfield-Wikiup Sanitation Zone

The budgeted operating revenues for FY 2018/2019 are \$4,177,000 and the routine operating expenses (Services and Supplies plus Contingency expenses) are \$3,389,000. The net operating revenues, \$788,000, are sufficient to cover budgeted costs for debt service \$444,000.

The Construction Fund budget request for FY 2018/2019 is \$500,000 which will fund costs for the Treatment Plant Equalization Basin (\$200,000), and Airport Treatment Plant Storage Building and Utilities (\$300,000).

The requested annual service charge for FY 2018/2019 is \$941, representing a 4.5% increase (or \$41) from FY 2017/2018. In order to provide an Asset Preservation Level of Service this zone's net operating revenues of \$788,000 would need to exceed this zone's depreciation expense of \$1,083,000.

Geyserville Sanitation Zone

The budgeted operating revenues for FY 2018/2019 are \$465,000 and the routine operating expenses (Services and Supplies plus Contingency expenses) are \$552,000. The net operating revenues are \$87,000.

There are no planned capital projects for FY 2018/2019.

The requested annual service charge for FY 2018/2019 is \$1,042,000 representing a 4.5% increase (or \$45) from FY 2017/2018. The requested increase will fully fund the programs and services necessary to provide an Asset Preservation Level of Service as net operating revenues, exceed this Zone's annual depreciation expense of \$46,000.

Penngrove Sanitation Zone

The budgeted operating revenues for FY 2018/2019 are \$1,233,000 and the routine operating expenses (Services and Supplies plus Contingency funding) are \$868,000. The net operating revenues are \$365,000. There are no debt service payments.

The Construction Fund budget request for FY 2018/2019 is \$620,000 which will fund costs for lift station flood resiliency improvements with 75% offsetting revenue from FEMA hazard mitigation grant funds.

The requested annual service charge for FY 2018/2019 is \$1,463, representing a 3.5% (or \$49) increase from FY 2017/2018. The requested increase will fully fund the programs and services necessary to provide an Asset Preservation Level of Service as net operating revenues of \$365,000, exceed this Zone's annual depreciation expense of \$58,000.

Sea Ranch Sanitation Zone

The budgeted operating revenues for FY 2018/2019 are \$680,000 and the routine operating expenses (Services and Supplies plus Contingency funding) are \$716,000. The net operating revenues are -\$36,000. Operating Fund reserves will be used to cover the remaining shortfall.

There are no planned capital projects for FY 18/19.

The requested annual service charge for FY 2018/2019 is \$1,159, representing a 3.8% (or \$42) increase from FY 2017/2018. The requested increase will fund the programs and services necessary to provide a Minimum Level of Service since the net operating revenues are negative and are less than this zone's depreciation expense (\$29,000).

Occidental CSD

The budgeted operating revenues for FY 2018/2019 are \$2,634,000 and the routine operating expenses (Services and Supplies plus Contingency expenses) are \$2,448,000. The net operating revenues are \$186,000.

The Construction Fund budget requested for FY 2018/2019 is \$200,000 for the implementation of a truck filling station at the lift station site and \$151,000 for Lift Station Control Panel Replacement.

In FY2018/2019, a subsidy from the Water Agency general Fund is estimated to be \$2,000,000 to fund routine operational costs, to build fund balance to offset costs to customers for future connections to the District's collection system, and construction of improvements for hauling wastewater from Occidental to Airport/Larkfield/Wikiup Sanitation Zone for treatment and disposal to comply with a North Coast Regional Water Quality Control Board (NCRWQCB) Cease and Desist Order.

The requested annual service charge for FY 2018/2019 is \$2,275, representing a 4.9 % (or \$106) increase from FY 2017/2018. The requested increase will fully fund the programs and services necessary to provide an Asset Preservation Level of Service as net operating revenues, exceed this District's annual depreciation expense of \$173,000.

Russian River CSD

The budgeted operating revenues for FY 2018/2019 are \$4,828,000 and the routine operating expenses (Services and Supplies plus Contingency funding) are \$4,245,000. The net operating revenues are \$583,000. Debt service and capital equipment expenses are budgeted at \$1,576,000. Operating Fund reserves will be used to cover the remaining shortfall.

The Construction Fund budget requested for FY 2018/2019 is \$205,000 which will fund costs for ACL compliance projects allowed in lieu of regulatory fines associated with treatment plant violations and sewer overflows.

The requested rate per ESD for FY 2018/2019 annual service charges is \$1,555, representing a 4.8% (or \$71) increase from FY 2017/2018. The requested budget will fund the programs and services necessary to provide a Standard Level of Service. In order to provide an Asset Preservation Level of Service, this District's net operating revenue of \$583,000 would need to equal or exceed its depreciation expenses of \$1,551,000.

Sonoma Valley CSD

The budgeted operating revenues for FY 2018/2019 are \$21,141,000 and the routine operating expenses (Services and Supplies plus Contingency funding) are \$11,027,000. The net operating revenues are \$10,114,000. Debt service, capital equipment expenses and discretionary transfers to the Construction Fund are budgeted at \$11,848,000. Operating Fund reserves will be used to cover the remaining shortfall.

A total of \$15,620,000 is requested in the FY 2018/2019 Construction Fund budget for the following capital projects: Main Replacement 6th Street Agua Caliente Creek (\$11,930,000), Amortized Work in Progress Intangible (\$205,000), Intangible Assets-Non Amortized (\$20,000), Agua Caliente Creek Crossing (\$105,000), Chase Street Bridge Sewer Replacement (\$20,000), Clarifiers Seismic Retrofit (\$450,000), Relining the EQ Pond (\$3,015,000), and local hazard mitigation project (\$100,000). These projects are funded through bonds, loans, grants and transfers from the

Operations Fund.

The requested rate per ESD for the FY 2018/2019 annual service charges is \$1,016, representing a 5.0% (\$48) increase from FY 2017/2018. The requested increase will fully fund the programs and services necessary to provide an Asset Preservation Level of Service as net operating revenues, exceed this District's annual depreciation expense of \$4,599,000.

South Park CSD

The budgeted operating revenues for FY 2018/2019 are \$3,919,000 and the routine operating expenses (Services and Supplies, Sewer Capacity Rights, and Contingency funding) are \$2,502,000. The net operating revenues are 1,417,000. Debt service, capital equipment expenses and discretionary transfers to the Construction Fund are budgeted at \$1,727,000. Operating Fund reserves will be used to cover the remaining shortfall.

The Agency is planning to complete replacement of the collection system between in FY 2017-2018 and FY 2018-2019 including the following projects: East Robles (\$210,000) and Blackwell Tract (\$310,000).

The requested rate per ESD for FY 18/19 is \$968 representing a 3.5% (or \$33) increase from FY 2017/2018. This increase is necessary to meet obligations to the City of Santa Rosa in completing the required work on the collection system. The requested increase will fully fund the programs and services necessary to provide an Asset Preservation Level of Service as net operating revenues, exceed this District's annual depreciation expenses of \$719,000.

**Sonoma County Water Agency
Airport-Larkfield-Wikiup Sanitation Zone**

NOTICE OF PUBLIC HEARING REGARDING PROPOSED SEWER SERVICE FEE INCREASE

Date, Time, and Place of Public Hearing

On May 22, 2018 at 2:20 p.m. or as soon thereafter as the matter may be heard, in the Board Meeting Room, 575 Administration Drive, Room 102A, Santa Rosa, California, the Board of Directors (Board) of the Sonoma County Water Agency (Agency) will conduct a public hearing to consider increasing the annual sewer service fee (Sewer Fee) to be collected on account of sewage collection and treatment services provided by the sewer system of the Airport-Larkfield-Wikiup Sanitation Zone (Zone) to property within the Zone.

If approved, the increased Sewer Fee and rate structure modifications will become effective on July 1, 2018.

The Sewer Fee will be imposed on each parcel upon which is located one or more structures which are connected to the system and the Sewer Fee will be collected on the general property tax bill administered by Sonoma County. Payment of the Sewer Fee will be the responsibility of the owner of the parcel.

Reasons for the Sewer Fee and Use of the Funds Collected

The Sewer Fee is imposed to recover the Zone's cost of providing sewer service, including: (a) to finance the ongoing operation and maintenance costs of the system; (b) to pay the capital replacement program costs of the system, which provides for the long-term replacement of system facilities as they wear out; and (c) to maintain sufficient reserves. The Zone's Sewer Fee is reviewed annually to determine if adequate revenues are being collected for these purposes.

Sewer Fee Increase

Effective July 1, 2018, the Zone proposes to increase the Sewer Fee to \$941 per year per "equivalent single-family dwelling" (ESD), an increase of \$41, or 4.5% versus current year. A standard single-family home constitutes one ESD. Parcels which have other uses (for example, apartments and commercial buildings) will be assigned a number of ESDs using standard equivalency factors which estimate the probable quantity and quality of sewage effluent normally generated by such uses in comparison to a single-family home.

The increased Sewer Fee has been calculated by dividing the annual costs of providing wastewater treatment and collection service by the estimated number of ESDs to arrive at the Sewer Fee per ESD of \$941, and for parcels having more than one ESD assigned, the Sewer Fee is calculated by multiplying the number of ESDs assigned to the parcel times \$941.

Each customer with a sewer connection will be charged an annual Sewer Fee calculated as follows:

\$941 per ESD X Number of ESDs

The draft proposed budget for fiscal year 2018-19 describes the total annual expenses in detail and is available for review at the Airport-Larkfield-Wikiup Sanitation Zone, c/o the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403, and the Sonoma County Regional Libraries in Santa Rosa (Main & Northwest), Windsor, Healdsburg, Cloverdale, Guerneville, Sebastopol, Petaluma, Rohnert Park, Rincon Valley, Sonoma, and Forestville (El Molino High School).

Further Information Available Prior to the Hearing

At the hearing, the Board will consider adoption of an ordinance which will establish the increased Sewer Fee. A copy of the ordinance is on file and available for review at the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403. In addition, the following persons may be contacted at the Agency at (707) 526-5370 for further information and/or obtaining copies of the draft proposed budget for fiscal year 2018-19:

Kathy Badger, Administrative Aide
Lynne Rosselli, Administrative Services Officer II

Protest Procedure

This notice has been mailed to you because records of the Sonoma County Assessor list you as an owner of one or more parcels within the Zone which will be subject to the Sewer Fee while connected to the system. In the event you have sold property you may have owned within the Zone, please send this notice to the new owner.

Either prior to or at the public hearing, property owners, or tenants who are directly liable for the payment of the Sewer Fees, may submit written protests respecting the Sewer Fee. At the public hearing, the Board will consider all written protests which have been received by the prescribed deadline. In order to be considered, a written protest must be made on the attached form. Only one protest will be counted per parcel. Only protests signed by the current owner(s), or tenant(s) directly liable for paying the Sewer Fee, will be allowed and must be received no later than the following deadlines:

- If submitted by mail, they must be received (NOT postmarked) no later than 5:00 p.m. on Monday, May 21, 2018, at the mailing address on the form.
- If hand delivered, they must be delivered no later than the close of the public hearing on May 22, 2018, to:
Clerk of the Board
Board Meeting Room, as set forth in the opening paragraph

Date of this Notice: March 30, 2018

NOTE: IN ORDER TO BE CONSIDERED, ANY PROTEST MUST BE ON THIS FORM

WRITTEN PROTEST

I am the parcel owner of the property located at the address on the back of this form, or a tenant that is directly liable for paying the Sewer Fee for the property. I am submitting this form to protest the proposed Sewer Fee increase.

Additional Comments: _____

Use opposite side or attach additional sheets if needed.

Signature of Property Owner Required

Print Name

Fold Here First

Place
Postage
Here

Airport-Larkfield-Wikiup Sanitation Zone
c/o Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

Fold Here Second

Sonoma County Water Agency Geyserville Sanitation Zone

NOTICE OF PUBLIC HEARING REGARDING PROPOSED SEWER SERVICE FEE INCREASE

Date, Time, and Place of Public Hearing

On May 22, 2018 at 2:20 p.m. or as soon thereafter as the matter may be heard, in the Board Meeting Room, 575 Administration Drive, Room 102A, Santa Rosa, California, the Board of Directors (Board) of the Sonoma County Water Agency (Agency) will conduct a public hearing to consider increasing the annual sewer service fee (Sewer Fee) to be collected on account of sewage collection and treatment services provided by the sewer system of the Geyserville Sanitation Zone (Zone) to property within the Zone.

If approved, the increased Sewer Fee and rate structure modifications will become effective on July 1, 2018.

The Sewer Fee will be imposed on each parcel upon which is located one or more structures which are connected to the system and the Sewer Fee will be collected on the general property tax bill administered by Sonoma County. Payment of the Sewer Fee will be the responsibility of the owner of the parcel.

Reasons for the Sewer Fee and Use of the Funds Collected

The Sewer Fee is imposed to recover the Zone's cost of providing sewer service, including: (a) to finance the ongoing operation and maintenance costs of the system; (b) to pay the capital replacement program costs of the system, which provides for the long-term replacement of system facilities as they wear out; and (c) to maintain sufficient reserves. The Zone's Sewer Fee is reviewed annually to determine if adequate revenues are being collected for these purposes.

Sewer Fee Increase

Effective July 1, 2018, the Zone proposes to increase the Sewer Fee to \$1,042 per year per "equivalent single-family dwelling" (ESD), an increase of \$45, or 4.5% versus current year. A standard single-family home constitutes one ESD. Parcels which have other uses (for example, apartments and commercial buildings) will be assigned a number of ESDs using standard equivalency factors which estimate the probable quantity and quality of sewage effluent normally generated by such uses in comparison to a single-family home.

The increased Sewer Fee has been calculated by dividing the annual costs of providing wastewater treatment and collection service by the estimated number of ESDs to arrive at the Sewer Fee per ESD of \$1,042, and for parcels having more than one ESD assigned, the Sewer Fee is calculated by multiplying the number of ESDs assigned to the parcel times \$1,042.

Each customer with a sewer connection will be charged an annual Sewer Fee calculated as follows:

$$\text{\$1,042 per ESD} \times \text{Number of ESDs}$$

The draft proposed budget for fiscal year 2018-19 describes the total annual expenses in detail and is available for review at the Geyserville Sanitation Zone, c/o the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403, and the Sonoma County Regional Libraries in Santa Rosa (Main & Northwest), Windsor, Healdsburg, Cloverdale, Guerneville, Sebastopol, Petaluma, Rohnert Park, Rincon Valley, Sonoma, and Forestville (El Molino High School).

Further Information Available Prior to the Hearing

At the hearing, the Board will consider adoption of an ordinance which will establish the increased Sewer Fee. A copy of the ordinance is on file and available for review at the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403. In addition, the following persons may be contacted at the Agency at (707) 526-5370 for further information and/or obtaining copies of the draft proposed budget for fiscal year 2018-19:

Kathy Badger, Administrative Aide
Lynne Rosselli, Administrative Services Officer II

Protest Procedure

This notice has been mailed to you because records of the Sonoma County Assessor list you as an owner of one or more parcels within the Zone which will be subject to the Sewer Fee while connected to the system. In the event you have sold property you may have owned within the Zone, please send this notice to the new owner.

Either prior to or at the public hearing, property owners, or tenants who are directly liable for the payment of the Sewer Fees, may submit written protests respecting the Sewer Fee. At the public hearing, the Board will consider all written protests which have been received by the prescribed deadline. In order to be considered, a written protest must be made on the attached form. Only one protest will be counted per parcel. Only protests signed by the current owner(s), or tenant(s) directly liable for paying the Sewer Fee, will be allowed and must be received no later than the following deadlines:

- If submitted by mail, they must be received (NOT postmarked) no later than 5:00 p.m. on Monday, May 21, 2018, at the mailing address on the form.
- If hand delivered, they must be delivered no later than the close of the public hearing on May 22, 2018, to:
Clerk of the Board
Board Meeting Room, as set forth in the opening paragraph

Date of this Notice: March 30, 2018

NOTE: IN ORDER TO BE CONSIDERED, ANY PROTEST MUST BE ON THIS FORM

WRITTEN PROTEST

I am the parcel owner of the property located at the address on the back of this form, or a tenant that is directly liable for paying the Sewer Fee for the property. I am submitting this form to protest the proposed Sewer Fee increase.

Additional Comments: _____

Use opposite side or attach additional sheets if needed.

Signature of Property Owner Required

Print Name

Fold Here First

Place
Postage
Here

Geyserville Sanitation Zone
c/o Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

Fold Here Second

Sonoma County Water Agency Penngrove Sanitation Zone

NOTICE OF PUBLIC HEARING REGARDING PROPOSED SEWER SERVICE FEE INCREASE

Date, Time, and Place of Public Hearing

On May 22, 2018 at 2:20 p.m. or as soon thereafter as the matter may be heard, in the Board Meeting Room, 575 Administration Drive, Room 102A, Santa Rosa, California, the Board of Directors (Board) of the Sonoma County Water Agency (Agency) will conduct a public hearing to consider increasing the annual sewer service fee (Sewer Fee) to be collected on account of sewage collection and treatment services provided by the sewer system of the Penngrove Sanitation Zone (Zone) to property within the Zone.

If approved, the increased Sewer Fee and rate structure modifications will become effective on July 1, 2018.

The Sewer Fee will be imposed on each parcel upon which is located one or more structures which are connected to the system and the Sewer Fee will be collected on the general property tax bill administered by Sonoma County. Payment of the Sewer Fee will be the responsibility of the owner of the parcel.

Reasons for the Sewer Fee and Use of the Funds Collected

The Sewer Fee is imposed to recover the Zone's cost of providing sewer service, including: (a) to finance the ongoing operation and maintenance costs of the system; (b) to pay the capital replacement program costs of the system, which provides for the long-term replacement of system facilities as they wear out; and (c) to maintain sufficient reserves. The Zone's Sewer Fee is reviewed annually to determine if adequate revenues are being collected for these purposes.

Sewer Fee Increase

Effective July 1, 2018, the Zone proposes to increase the Sewer Fee to \$1,463 per year per "equivalent single-family dwelling" (ESD), an increase of \$49, or 3.5% versus current year. A standard single-family home constitutes one ESD. Parcels which have other uses (for example, apartments and commercial buildings) will be assigned a number of ESDs using standard equivalency factors which estimate the probable quantity and quality of sewage effluent normally generated by such uses in comparison to a single-family home.

The increased Sewer Fee has been calculated by dividing the annual costs of providing wastewater treatment and collection service by the estimated number of ESDs to arrive at the Sewer Fee per ESD of \$1,463, and for parcels having more than one ESD assigned, the Sewer Fee is calculated by multiplying the number of ESDs assigned to the parcel times \$1,463.

Each customer with a sewer connection will be charged an annual Sewer Fee calculated as follows:

$$\text{\$1,463 per ESD X Number of ESDs}$$

The draft proposed budget for fiscal year 2018-19 describes the total annual expenses in detail and is available for review at the Penngrove Sanitation Zone, c/o the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403, and the Sonoma County Regional Libraries in Santa Rosa (Main & Northwest), Windsor, Healdsburg, Cloverdale, Guerneville, Sebastopol, Petaluma, Rohnert Park, Rincon Valley, Sonoma, and Forestville (El Molino High School).

Further Information Available Prior to the Hearing

At the hearing, the Board will consider adoption of an ordinance which will establish the increased Sewer Fee. A copy of the ordinance is on file and available for review at the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403. In addition, the following persons may be contacted at the Agency at (707) 526-5370 for further information and/or obtaining copies of the draft proposed budget for fiscal year 2018-19:

Kathy Badger, Administrative Aide
Lynne Rosselli, Administrative Services Officer II

Protest Procedure

This notice has been mailed to you because records of the Sonoma County Assessor list you as an owner of one or more parcels within the Zone which will be subject to the Sewer Fee while connected to the system. In the event you have sold property you may have owned within the Zone, please send this notice to the new owner.

Either prior to or at the public hearing, property owners, or tenants who are directly liable for the payment of the Sewer Fees, may submit written protests respecting the Sewer Fee. At the public hearing, the Board will consider all written protests which have been received by the prescribed deadline. In order to be considered, a written protest must be made on the attached form. Only one protest will be counted per parcel. Only protests signed by the current owner(s), or tenant(s) directly liable for paying the Sewer Fee, will be allowed and must be received no later than the following deadlines:

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Board Meeting Room, as set forth in the opening paragraph

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Additional Comments: _____

Use opposite side or attach additional sheets if needed.

Signature of Property Owner Required

Print Name

Fold Here First

Place
Postage
Here

Penngrove Sanitation Zone
c/o Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

Fold Here Second

Occidental County Sanitation District

NOTICE OF PUBLIC HEARING REGARDING PROPOSED SEWER SERVICE FEE INCREASE

Date, Time, and Place of Public Hearing

On May 22, 2018 at 2:20 p.m. or as soon thereafter as the matter may be heard, in the Board Meeting Room, 575 Administration Drive, Room 102A, Santa Rosa, California, the Board of Directors (Board) of the Occidental County Sanitation District (District) will conduct a public hearing to consider increasing the annual sewer service fee (Sewer Fee) to be collected on account of sewage collection and treatment services provided by the sewer system of the District to property within the District.

If approved, the increased Sewer Fee and rate structure modifications will become effective on July 1, 2018.

The Sewer Fee will be imposed on each parcel upon which is located one or more structures which are connected to the system and the Sewer Fee will be collected on the general property tax bill administered by Sonoma County. Payment of the Sewer Fee will be the responsibility of the owner of the parcel.

Reasons for the Sewer Fee and Use of the Funds Collected

The Sewer Fee is imposed to recover the District's cost of providing sewer service, including: (a) to finance the ongoing operation and maintenance costs of the system; (b) to pay the capital replacement program costs of the system, which provides for the long-term replacement of system facilities as they wear out; and (c) to maintain sufficient reserves. The District's Sewer Fee is reviewed annually to determine if adequate revenues are being collected for these purposes.

Sewer Fee Increase

Effective July 1, 2018, the District proposes to increase the Sewer Fee to \$2,275 per year per "equivalent single-family dwelling" (ESD), an increase of \$106, or 4.9% versus current year. A standard single-family home constitutes one ESD. Parcels which have other uses (for example, apartments and commercial buildings) will be assigned a number of ESDs using standard equivalency factors which estimate the probable quantity and quality of sewage effluent normally generated by such uses in comparison to a single-family home.

The increased Sewer Fee has been calculated by dividing the annual costs of providing wastewater treatment and collection service by the estimated number of ESDs to arrive at the Sewer Fee per ESD of \$2,275, and for parcels having more than one ESD assigned, the Sewer Fee is calculated by multiplying the number of ESDs assigned to the parcel times \$2,275.

Each customer with a sewer connection will be charged an annual Sewer Fee calculated as follows:

$$\text{\$2,275 per ESD} \times \text{Number of ESDs}$$

The draft proposed budget for fiscal year 2018-19 describes the total annual expenses in detail and is available for review at the Occidental County Sanitation District, c/o the Sonoma County Water Agency,

404 Aviation Boulevard, Santa Rosa, California 95403, and the Sonoma County Regional Libraries in Santa Rosa (Main & Northwest), Windsor, Healdsburg, Cloverdale, Guerneville, Sebastopol, Petaluma, Rohnert Park, Rincon Valley, Sonoma, and Forestville (El Molino High School).

Further Information Available Prior to the Hearing

At the hearing, the Board will consider adoption of an ordinance which will establish the increased Sewer Fee. A copy of the ordinance is on file and available for review at the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403. In addition, the following persons may be contacted at the Agency at (707) 526-5370 for further information and/or obtaining copies of the draft proposed budget for fiscal year 2018-19:

Kathy Badger, Administrative Aide
Lynne Rosselli, Administrative Services Officer II

Protest Procedure

This notice has been mailed to you because records of the Sonoma County Assessor list you as an owner of one or more parcels within the District which will be subject to the Sewer Fee while connected to the system. In the event you have sold property you may have owned within the District, please send this notice to the new owner.

Either prior to or at the public hearing, property owners, or tenants who are directly liable for the payment of the Sewer Fees, may submit written protests respecting the Sewer Fee. At the public hearing, the Board will consider all written protests which have been received by the prescribed deadline. In order to be considered, a written protest must be made on the attached form. Only one protest will be counted per parcel. Only protests signed by the current owner(s), or tenant(s) directly liable for paying the Sewer Fee, will be allowed and must be received no later than the following deadlines:

- If submitted by mail, they must be received (NOT postmarked) no later than 5:00 p.m. on Monday, May 21, 2018, at the mailing address on the form.
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Clerk of the Board
Board Meeting Room, as set forth in the opening paragraph

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I am the parcel owner of the property located at the address on the back of this form, or a tenant that is directly liable for paying the Sewer Fee for the property. I am submitting this form to protest the proposed Sewer Fee increase.

Additional Comments: _____

Use opposite side or attach additional sheets if needed.

Signature of Property Owner Required

Print Name

Fold Here First

Place
Postage
Here

Occidental County Sanitation District
c/o Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

Fold Here Second

Sonoma County Water Agency Sea Ranch Sanitation Zone

NOTICE OF PUBLIC HEARING REGARDING PROPOSED SEWER SERVICE FEE INCREASE

Date, Time, and Place of Public Hearing

On May 22, 2018 at 2:20 p.m. or as soon thereafter as the matter may be heard, in the Board Meeting Room, 575 Administration Drive, Room 102A, Santa Rosa, California, the Board of Directors (Board) of the Sonoma County Water Agency (Agency) will conduct a public hearing to consider increasing the annual sewer service fee (Sewer Fee) to be collected on account of sewage collection and treatment services provided by the sewer system of the Sea Ranch Sanitation Zone (Zone) to property within the Zone.

If approved, the increased Sewer Fee and rate structure modifications will become effective on July 1, 2018.

The Sewer Fee will be imposed on each parcel upon which is located one or more structures which are connected to the system and the Sewer Fee will be collected on the general property tax bill administered by Sonoma County. Payment of the Sewer Fee will be the responsibility of the owner of the parcel.

Reasons for the Sewer Fee and Use of the Funds Collected

The Sewer Fee is imposed to recover the Zone's cost of providing sewer service, including: (a) to finance the ongoing operation and maintenance costs of the system; (b) to pay the capital replacement program costs of the system, which provides for the long-term replacement of system facilities as they wear out; and (c) to maintain sufficient reserves. The Zone's Sewer Fee is reviewed annually to determine if adequate revenues are being collected for these purposes.

Sewer Fee Increase

Effective July 1, 2018, the Zone proposes to increase the Sewer Fee to \$1,159 per year per "equivalent single-family dwelling" (ESD), an increase of \$42, or 3.8% versus current year. A standard single-family home constitutes one ESD. Parcels which have other uses (for example, apartments and commercial buildings) will be assigned a number of ESDs using standard equivalency factors which estimate the probable quantity and quality of sewage effluent normally generated by such uses in comparison to a single-family home.

The increased Sewer Fee has been calculated by dividing the annual costs of providing wastewater treatment and collection service by the estimated number of ESDs to arrive at the Sewer Fee per ESD of \$1,159, and for parcels having more than one ESD assigned, the Sewer Fee is calculated by multiplying the number of ESDs assigned to the parcel times \$1,159.

Each customer with a sewer connection will be charged an annual Sewer Fee calculated as follows:

$$\text{\$1,159 per ESD X Number of ESDs}$$

The draft proposed budget for fiscal year 2018-19 describes the total annual expenses in detail and is available for review at the Sea Ranch Sanitation Zone, c/o the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403, and the Sonoma County Regional Libraries in Santa Rosa (Main & Northwest), Windsor, Healdsburg, Cloverdale, Guerneville, Sebastopol, Petaluma, Rohnert Park, Rincon Valley, Sonoma, and Forestville (El Molino High School).

Further Information Available Prior to the Hearing

At the hearing, the Board will consider adoption of an ordinance which will establish the increased Sewer Fee. A copy of the ordinance is on file and available for review at the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403. In addition, the following persons may be contacted at the Agency at (707) 526-5370 for further information and/or obtaining copies of the draft proposed budget for fiscal year 2018-19:

Kathy Badger, Administrative Aide
Lynne Rosselli, Administrative Services Officer II

Protest Procedure

This notice has been mailed to you because records of the Sonoma County Assessor list you as an owner of one or more parcels within the Zone which will be subject to the Sewer Fee while connected to the system. In the event you have sold property you may have owned within the Zone, please send this notice to the new owner.

Either prior to or at the public hearing, property owners, or tenants who are directly liable for the payment of the Sewer Fees, may submit written protests respecting the Sewer Fee. At the public hearing, the Board will consider all written protests which have been received by the prescribed deadline. In order to be considered, a written protest must be made on the attached form. Only one protest will be counted per parcel. Only protests signed by the current owner(s), or tenant(s) directly liable for paying the Sewer Fee, will be allowed and must be received no later than the following deadlines:

- If submitted by mail, they must be received (NOT postmarked) no later than 5:00 p.m. on Monday, May 21, 2018, at the mailing address on the form.
- If hand delivered, they must be delivered no later than the close of the public hearing on May 22, 2018, to:
Clerk of the Board
Board Meeting Room, as set forth in the opening paragraph

Date of this Notice: March 30, 2018

NOTE: IN ORDER TO BE CONSIDERED, ANY PROTEST MUST BE ON THIS FORM

WRITTEN PROTEST

I am the parcel owner of the property located at the address on the back of this form, or a tenant that is directly liable for paying the Sewer Fee for the property. I am submitting this form to protest the proposed Sewer Fee increase.

Additional Comments: _____

Use opposite side or attach additional sheets if needed.

Signature of Property Owner Required

Print Name

Fold Here First

Place
Postage
Here

Sea Ranch Sanitation Zone
c/o Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

Fold Here Second

Russian River County Sanitation District

NOTICE OF PUBLIC HEARING REGARDING PROPOSED SEWER SERVICE FEE INCREASE

Date, Time, and Place of Public Hearing

On May 22, 2018 at 2:20 p.m. or as soon thereafter as the matter may be heard, in the Board Meeting Room, 575 Administration Drive, Room 102A, Santa Rosa, California, the Board of Directors (Board) of the Russian River County Sanitation District (District) will conduct a public hearing to consider increasing the annual sewer service fee (Sewer Fee) to be collected on account of sewage collection and treatment services provided by the sewer system of the District to property within the District.

If approved, the increased Sewer Fee and rate structure modifications will become effective on July 1, 2018.

The Sewer Fee will be imposed on each parcel upon which is located one or more structures which are connected to the system and the Sewer Fee will be collected on the general property tax bill administered by Sonoma County. Payment of the Sewer Fee will be the responsibility of the owner of the parcel.

Reasons for the Sewer Fee and Use of the Funds Collected

The Sewer Fee is imposed to recover the District's cost of providing sewer service, including: (a) to finance the ongoing operation and maintenance costs of the system; (b) to pay the capital replacement program costs of the system, which provides for the long-term replacement of system facilities as they wear out; and (c) to maintain sufficient reserves. The District's Sewer Fee is reviewed annually to determine if adequate revenues are being collected for these purposes.

Sewer Fee Increase

Effective July 1, 2018, the District proposes to increase the Sewer Fee to \$1,555 per year per "equivalent single-family dwelling" (ESD), an increase of \$71, or 4.8% versus current year. A standard single-family home constitutes one ESD. Parcels which have other uses (for example, apartments and commercial buildings) will be assigned a number of ESDs using standard equivalency factors which estimate the probable quantity and quality of sewage effluent normally generated by such uses in comparison to a single-family home.

The increased Sewer Fee has been calculated by dividing the annual costs of providing wastewater treatment and collection service by the estimated number of ESDs to arrive at the Sewer Fee per ESD of \$1,555, and for parcels having more than one ESD assigned, the Sewer Fee is calculated by multiplying the number of ESDs assigned to the parcel times \$1,555.

Each customer with a sewer connection will be charged an annual Sewer Fee calculated as follows:

$$\text{\$1,555 per ESD} \times \text{Number of ESDs}$$

The draft proposed budget for fiscal year 2018-19 describes the total annual expenses in detail and is available for review at the Russian River County Sanitation District, c/o the Sonoma County Water Agency,

404 Aviation Boulevard, Santa Rosa, California 95403, and the Sonoma County Regional Libraries in Santa Rosa (Main & Northwest), Windsor, Healdsburg, Cloverdale, Guerneville, Sebastopol, Petaluma, Rohnert Park, Rincon Valley, Sonoma, and Forestville (El Molino High School).

Further Information Available Prior to the Hearing

At the hearing, the Board will consider adoption of an ordinance which will establish the increased Sewer Fee. A copy of the ordinance is on file and available for review at the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403. In addition, the following persons may be contacted at the Agency at (707) 526-5370 for further information and/or obtaining copies of the draft proposed budget for fiscal year 2018-19:

Kathy Badger, Administrative Aide
Lynne Rosselli, Administrative Services Officer II

Protest Procedure

This notice has been mailed to you because records of the Sonoma County Assessor list you as an owner of one or more parcels within the District which will be subject to the Sewer Fee while connected to the system. In the event you have sold property you may have owned within the District, please send this notice to the new owner.

Either prior to or at the public hearing, property owners, or tenants who are directly liable for the payment of the Sewer Fees, may submit written protests respecting the Sewer Fee. At the public hearing, the Board will consider all written protests which have been received by the prescribed deadline. In order to be considered, a written protest must be made on the attached form. Only one protest will be counted per parcel. Only protests signed by the current owner(s), or tenant(s) directly liable for paying the Sewer Fee, will be allowed and must be received no later than the following deadlines:

- If submitted by mail, they must be received (NOT postmarked) no later than 5:00 p.m. on Monday, May 21, 2018, at the mailing address on the form.
- If hand delivered, they must be delivered no later than the close of the public hearing on May 22, 2018, to:
Clerk of the Board
Board Meeting Room, as set forth in the opening paragraph

Date of this Notice: March 30, 2018

NOTE: IN ORDER TO BE CONSIDERED, ANY PROTEST MUST BE ON THIS FORM

WRITTEN PROTEST

I am the parcel owner of the property located at the address on the back of this form, or a tenant that is directly liable for paying the Sewer Fee for the property. I am submitting this form to protest the proposed Sewer Fee increase.

Additional Comments: _____

Use opposite side or attach additional sheets if needed.

Signature of Property Owner Required

Print Name

Fold Here First

Place
Postage
Here

Russian River County Sanitation District
c/o Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

Fold Here Second

Sonoma Valley County Sanitation District

NOTICE OF PUBLIC HEARING REGARDING PROPOSED SEWER SERVICE FEE INCREASE

Date, Time, and Place of Public Hearing

On May 22, 2018, at 2:20 p.m. or as soon thereafter as the matter may be heard, in the Board Meeting Room, 575 Administration Drive, Room 102A, Santa Rosa, California, the Board of Directors (Board) of the Sonoma Valley County Sanitation District (District) will conduct a public hearing to consider increasing the annual sewer service fee (Sewer Fee) and make rate structure modifications.

If approved, the increased Sewer Fee and rate structure modifications will become effective on July 1, 2018.

The Sewer Fee will be imposed on each parcel upon which is located one or more structures which are connected to the system and the Sewer Fee will be collected on the general property tax bill administered by Sonoma County. Payment of the Sewer Fee will be the responsibility of the owner of the parcel.

Reasons for the Sewer Fee and Use of the Funds Collected

The Sewer Fee is imposed to recover the District's cost of providing sewer service, including: (a) to finance the ongoing operation and maintenance costs of the system; (b) to pay the capital replacement program costs of the system, which provides for the long-term replacement of system facilities as they wear out; and (c) to maintain sufficient reserves. The District's Sewer Fee is reviewed annually to determine if adequate revenues are being collected for these purposes.

The draft proposed budget for fiscal year 2018-19 describes the District's total annual expenses in detail and is available for review at the Sonoma Valley County Sanitation District, c/o the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403, and the Sonoma County Regional Libraries in Santa Rosa (Main & Northwest), Windsor, Healdsburg, Cloverdale, Guerneville, Sebastopol, Petaluma, Rohnert Park, Rincon Valley, Sonoma, and Forestville (El Molino High School).

Calculation of the Sewer Fee Increase

The District has two categories of users:

- A) Non-Residential Users and Residential Users with No Public Water Connection. This category of users has a Sewer Fee with one component: a fixed charge component. *NOTE:* Residential Users that have a Public Water Connection but have no water usage in winter months and multi-family complexes including condominiums with only one Public Water Connection for all of the units are also included in this category.
- B) Residential Users with a Public Water Connection. This category of users has a Sewer Fee with two components: a fixed charge component and a volume-based component.

The method for calculating the Sewer Fee for each category of user is described in more detail below.

A) Amount of Proposed Sewer Fee Increase for Non-Residential Users and Residential Users with No Public Water Connection.

Effective July 1, 2018, the District proposes to increase the charge per Equivalent Single-Family Dwelling (ESD) from \$968 per ESD per year to \$1,016 per ESD per year for users in this category. This represents an increase of \$48 or 5.0% versus current year. This increase to the ESD charge has been calculated by dividing the annual costs of providing wastewater treatment and collection service by the total estimated number of ESDs in the District.

A standard single-family home constitutes one ESD. Parcels which have other uses (for example, apartments and commercial buildings) will be assigned a number of ESDs using standard equivalency factors which estimate the probable quantity and quality of sewage effluent normally generated by such uses in comparison to a single-family home.

The Sewer Fee for Non-Residential Users and Residential Users with No Public Water Connection is calculated as follows:

$$\text{\$1,016 per ESD} \times \text{Assigned Number of ESD's} = \text{Annual Sewer Fee}$$

B) Sewer Fee Increase Proposed For Residential Users With a Public Water Connection

All residential sewer customers with a public water connection must pay a Sewer Fee with two components: a fixed charge and a volume-based charge. The Residential Users with a Public Water Connection category includes single family dwellings, multiple-family units, apartments, and mobile home parks. A multi-family complex or condominium complex will also fall within this category if each unit in the complex has its own public water connection.

1. Fixed Charge Component: The fixed charge component of the Sewer Fee recovers 70% of the District's costs to provide sewer services, including costs that the sewage treatment and collection system incurs regardless of increased or decreased sewage flow into the system.

Effective July 1, 2018 the District proposes to increase the fixed charge to \$711 per ESD per year for residential users with a public water connection. This represents an increase of \$34 or 5.0% versus current year.

The fixed charge component of the Sewer Fee will be calculated as follows:

$$\text{\$711 per ESD} \times \text{Number of ESD's} = \text{Fixed Charge Component of the Sewer Fee}$$

2. Volume-Based Component: The volume-based component recovers approximately 30% of the District's costs to provide sewer service, including costs to the sewage treatment and collection system that vary with the amount of sewage conveyed and treated. The District's volume-based component uses a customer's lowest winter water use (November – March) as the basis for the calculation. Winter water use generally provides the best available estimate of indoor water use and its impact to the District's treatment facilities because outdoor irrigation is usually minimal during the winter months. The volume-based component also gives District ratepayers the opportunity to control a portion of their sewage bill.

The Volume-Based Component of the Sewer Fee has three parts, which are multiplied together:

Winter Water Usage x Number of Billing Periods Annually from your Water District x per thousand gallon = Volume-Based Component of Sewer Fee

Effective July 1, 2018, the District proposes to increase the volume-based component charge from \$5.49 per thousand gallons to \$5.76 per thousand gallons for residential users with a public water connection. This represents an increase of \$0.27 per thousand gallons or 5.0% versus current year. Each residential user with a sewer connection and a public water connection with winter water use greater than zero will be charged as follows:

Total Sewer Fee (fixed charge + volumetric charge) for Residential Customers with a Public Water Connection

For Customers with a Valley of the Moon Water District bill:

\$711 per ESD x Number of ESD's (*Fixed Charge Component*) +

\$5.76 per thousand gallons x Lowest Winter Water Usage in thousand gallons
x 6 billing periods annually (*Volumetric Charge Component*)

For Customers with a City of Sonoma Water District water bill:

\$711 per ESD x Number of ESD's (*Fixed Charge Component*) +

\$5.76 per thousand gallons x Lowest Winter Water Usage in thousand gallons
x 12 billing periods annually (*Volumetric Charge Component*)

Estimate Your Sewer Fee

Single Family Dwelling customers with a Public Water Connection and Winter Water Usage may estimate their sewer service charge by using the District's online estimator at:

WWW.SONOMACOUNTYWATER.ORG/SVCSD

Other customers may contact the District at (707) 526-5370.

Appeal Procedure

If you have a leak in your water supply line or another reason that you feel the metered water use during the measurement period does not reflect your actual usage, contact the District at (707) 526-5370 to determine whether an adjustment is warranted.

Further Information Available Prior to the Hearing

At the hearing, the Board will consider adoption of an ordinance which will establish the increased Sewer Fee. A copy of the ordinance is on file and available for review at the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403. In addition, the following persons may be contacted at the Agency at (707) 526-5370 for further information and/or obtaining copies of the draft proposed budget for fiscal year 2018-19:

Kathy Badger, Administrative Aide
Lynne Rosselli, Administrative Service Officer II

Protest Procedure

This notice has been mailed to you because records of the Sonoma County Assessor list you as an owner of one or more parcels within the District which will be subject to the Sewer Fee while connected to the system. In the event you have sold property you may have owned within the District, please send this notice to the new owner.

Either prior to or at the public hearing, property owners, or tenants who are directly liable for the payment of the Sewer Fees, may submit written protests respecting the Sewer Fee. At the public hearing, the Board will consider all written protests which have been received by the prescribed deadline. In order to be considered, a written protest must be made on the attached form. Only one protest will be counted per parcel. Only protests signed by the current owner(s), or tenant(s) directly liable for paying the Sewer Fee, will be allowed and must be received no later than the following deadlines:

- If submitted by mail, they must be received (NOT postmarked) no later than 5:00 p.m. on Monday, May 21, 2018, at the mailing address on the attached Written Protest form.
- If hand delivered, they must be delivered no later than the close of the public hearing on May 22, 2018 to:
Clerk of the Board
Board Meeting Room, as set forth in the opening paragraph

Date of this Notice: March 30, 2018

NOTE: IN ORDER TO BE CONSIDERED, ANY PROTEST MUST BE ON THIS FORM

WRITTEN PROTEST

I am the parcel owner of the property located at the address on the back of this form, or a tenant that is directly liable for paying the Sewer Fee for the property. I am submitting this form to protest the proposed Sewer Fee increase.

Additional Comments: _____

Use opposite side or attach additional sheets if needed.

Signature of Property Owner Required

Print Name

Fold Here First

Place
Postage
Here

Sonoma Valley County Sanitation District
c/o Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

Fold Here Second

South Park County Sanitation District

NOTICE OF PUBLIC HEARING REGARDING PROPOSED SEWER SERVICE FEE INCREASE AND RATE STRUCTURE MODIFICATIONS

Date, Time, and Place of Public Hearing

On May 22, 2018, at 2:20 p.m. or as soon thereafter as the matter may be heard, in the Board Meeting Room, 575 Administration Drive, Room 102A, Santa Rosa, California, the Board of Directors (Board) of the South Park County Sanitation District (District) will conduct a public hearing to consider increasing the annual sewer service fee (Sewer Fee) and make rate structure modifications.

If approved, the increased Sewer Fee and rate structure modifications will become effective on July 1, 2018.

The Sewer Fee will be imposed on each parcel upon which is located one or more structures which are connected to the system and the Sewer Fee will be collected on the general property tax bill administered by Sonoma County. Payment of the Sewer Fee will be the responsibility of the owner of the parcel.

Reasons for the Sewer Fee and Use of the Funds Collected

The Sewer Fee is imposed to recover the District's cost of providing sewer service, including: (a) to finance the ongoing operation and maintenance costs of the system; (b) to pay the capital replacement program costs of the system, which provides for the long-term replacement of system facilities as they wear out; and (c) to maintain sufficient reserves. The District's Sewer Fee is reviewed annually to determine if adequate revenues are being collected for these purposes.

The draft proposed budget for fiscal year 2018-19 describes the District's total annual expenses in detail and is available for review at the South Park County Sanitation District, c/o the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403, and the Sonoma County Regional Libraries in Santa Rosa (Main & Northwest), Windsor, Healdsburg, Cloverdale, Guerneville, Sebastopol, Petaluma, Rohnert Park, Rincon Valley, Sonoma, and Forestville (El Molino High School).

Sewer Fee Increase and Rate Structure Modifications

The District is working with the City of Santa Rosa on a multi-year transition process to turn over the operation and management of the District to the City. Prior to the transition, the District will be moving to a new rate structure to recover the cost of providing District services that provides customers greater control over their sewer bill, is consistent with industry best practices, and is similar to the City's rate structure.

Current Billing Calculation Method

The District's current rate structure includes one component: fixed charges. The District's Sewer Fee is currently calculated based on usage of a standard "equivalent single-family dwelling" (ESD). A standard single-family home constitutes one ESD which is defined as what an average single family home would

use in a given year. All single family homes are charged the same fixed charge based on 1 ESD, regardless of the amount of water used in the home. Parcels which have other uses (for example, apartments and commercial buildings) are assigned a number of ESDs using standard equivalency factors which estimate the probable quantity and quality of sewage effluent normally generated by such uses in comparison to a single-family home.

The current Sewer Fee for each ESD is \$935 per year. The Sewer Fee is calculated by multiplying this amount (\$935) by the number of ESDs assigned to the parcel.

Proposed Billing Calculation Method

The District's new proposed rate structure is designed to recover the costs of providing sewer services and would include two components (A) fixed charges; and (B) volumetric charges that are based on water used. The rate increase is 3.5% versus current year.

A. Fixed Charge Calculation

The fixed charge recovers 80 percent of the District's costs to provide sewer services, including costs associated with the sewage treatment and collection system that are incurred regardless of increased or decreased sewage flow into the system. The fixed charge is based on the number of ESDs.

Effective July 1, 2018, the District proposes to establish the fixed charge of \$774.18 per year per ESD. All District customers will pay the fixed charge.

The fixed charge component of the Sewer Fee will be calculated as follows:

$$\$774.18 \text{ per ESD} \times \text{Number of ESD's} = \text{Fixed Charge Component of the Sewer Fee}$$

B. Volumetric Charge Calculation

The volume-based charge recovers 20 percent of the District's costs to provide sewer services, including the costs associated with the sewage treatment and collection system that vary with the amount of sewage conveyed and treated, and gives District ratepayers the opportunity to control a portion of their sewer bill. The District will use City of Santa Rosa water usage data to calculate the annual volumetric charge portion of the Sewer Fee. All District customers will pay an annual volumetric charge.

The Volume-Based Component of the Sewer Fee has two parts, which are multiplied together:

$$\text{Annual Water Usage} \times \text{Charge per thousand gallon} = \text{Volume-Based Component of Sewer Fee}$$

The District has four categories of customers for the volumetric charge calculation for whom the water usage and Charge per thousand gallons will vary:

1. Residential Customers with a City of Santa Rosa Water Connection
2. Residential Customers with No City of Santa Rosa Water Connection
3. Non-Residential Customers with a City of Santa Rosa Water Connection
4. Non-Residential Customers with No City of Santa Rosa Water Connection

Annual Water Usage calculations are based on water consumption from the prior year. For Residential Customers, average winter water usage provides the best available estimate of indoor water usage and its impact to the sewer system because outdoor irrigation is minimal during the winter months. For Non-Residential Customers, annual water usage is based on actual water usage.

Table 1: Residential Customers: Annual Water Usage and Charge Per Thousand Gallon Calculation

Sewer Customers	Calculation of Annual Water Usage	Charge Per Thousand Gallons
With a City of Santa Rosa Water Connection	<ul style="list-style-type: none"> • District will calculate Customer’s average monthly water usage during the billing periods of November through March. • For each month of the prior fiscal year, the District will select either the customer’s winter average water usage or the customer’s actual water used whichever is lower. • District will add up the customer’s monthly water usage to arrive at the total annual water usage. 	\$4.07
With No City of Santa Rosa Water Connection part or all of the time	<ul style="list-style-type: none"> • District will average the winter water usage during the billing periods of November through March of similar residential customers that have a City of Santa Rosa water connection. • Similar residential customers are determined based on household size. • Average winter water usage will be multiplied by 12 to determine annual water usage. 	\$4.07

Table 2a: Non-Residential Customers: Annual Water Usage Calculation

Sewer Customers	Calculation of Annual Water Usage	Charge Per Thousand Gallons
With a City of Santa Rosa Water Connection	<ul style="list-style-type: none"> • For each month of the prior fiscal year, District will add up the customer’s actual monthly water usage to arrive at the total annual water usage. 	Based on estimated wastewater strength, shown in Table 2a below
With No City of Santa Rosa Water Connection	<ul style="list-style-type: none"> • District will average annual water usage from similar customers based on City of Santa Rosa water usage data. • For multifamily and mobile home park customers, similar uses are based on household size. • For other non-residential customers, similar uses are generally based on the type of use and physical size. However, for certain unique uses such as laundry, car wash, and residential care facilities, alternative calculations that better approximate water usage are used. 	Based on estimated wastewater strength, shown in Table 2a below

Table 2b: Non-Residential Customers: Examples of Charge Per Thousand Gallon Calculation

Categories of Wastewater Strength and Examples of Types of Uses	Charge per Thousand Gallons
Low Strength - car wash, glass products	\$3.39
Standard Strength – multi-family (except duplex) complexes, condominium complexes, mobile home parks, warehouses, general commercial/industrial including retail, schools, churches, auto sales, dental and medical offices.	\$4.07
Medium Strength – mixed use commercial; hotel/motel, convenience store, bar, winery, brewery, auto repair.	\$4.52
High Strength – bakery, restaurant, coffee shop, meat and food processing, miller, hospital, veterinary clinic.	\$5.58

Appeal Procedure

If you have a leak in your water supply line or another reason that you feel the metered water usage during the measurement period does not reflect your actual usage, contact the District at (707) 526-5370 to determine whether an adjustment is warranted.

C. Fixed Charge and Volumetric Charge Calculation Combined for Total Sewer Fee

Each Residential Customer with a sewer connection will be charged an annual Sewer Fee calculated as follows:

\$774.18 per ESD X Number of ESDs (*Fixed Charge Component*) +

\$4.07 per thousand gallons x Annual Water Usage in thousand gallons (*Volumetric Charge Component*)

Each Non-Residential Customer with a sewer connection will be charged an annual Sewer Fee calculated as follows:

\$774.18 per ESD X Number of ESDs (*Fixed Charge Component*) +

Annual Water Usage x Applicable Charge per thousand gallons shown in Table 1 (*Volumetric Charge Component*)

Further Information Available Prior to the Hearing

At the hearing, the Board will consider adoption of an ordinance which will establish the increased Sewer Fee. A copy of the ordinance is on file and available for review at the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403. In addition, the following persons may be contacted at the Agency at (707) 526-5370 for further information and/or obtaining copies of the draft proposed budget for fiscal year 2018-19:

Kathy Badger, Administrative Aide
Lynne Rosselli, Administrative Service Officer II

Protest Procedure

This notice has been mailed to you because records of the Sonoma County Assessor list you as an owner of one or more parcels within the District which will be subject to the Sewer Fee while connected to the system. In the event you have sold property you may have owned within the District, please send this notice to the new owner.

Either prior to or at the public hearing, property owners, or tenants who are directly liable for the payment of the Sewer Fees, may submit written protests respecting the Sewer Fee. At the public hearing, the Board will consider all written protests which have been received by the prescribed deadline. In order to be considered, a written protest must be made on the attached form. Only one protest will be counted per parcel. Only protests signed by the current owner(s), or tenant(s) directly liable for paying the Sewer Fee, will be allowed and must be received no later than the following deadlines:

- If submitted by mail, they must be received (NOT postmarked) no later than 5:00 p.m. on Monday, May 21, 2018, at the mailing address on the attached Written Protest form.
- If hand delivered, they must be delivered no later than the close of the public hearing on May 22, 2018 to:
Clerk of the Board
Board Meeting Room, as set forth in the opening paragraph

Date of this Notice: March 30, 2018

NOTE: IN ORDER TO BE CONSIDERED, ANY PROTEST MUST BE ON THIS FORM

WRITTEN PROTEST

I am the parcel owner of the property located at the address on the back of this form, or a tenant that is directly liable for paying the Sewer Fee for the property. I am submitting this form to protest the proposed Sewer Fee increase.

Additional Comments: _____

Use opposite side or attach additional sheets if needed.

Signature of Property Owner Required

Print Name

Fold Here First

Place
Postage
Here

South Park County Sanitation District
c/o Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

Fold Here Second

FY 18-19 Proposed Rates Sanitation Districts and Zones

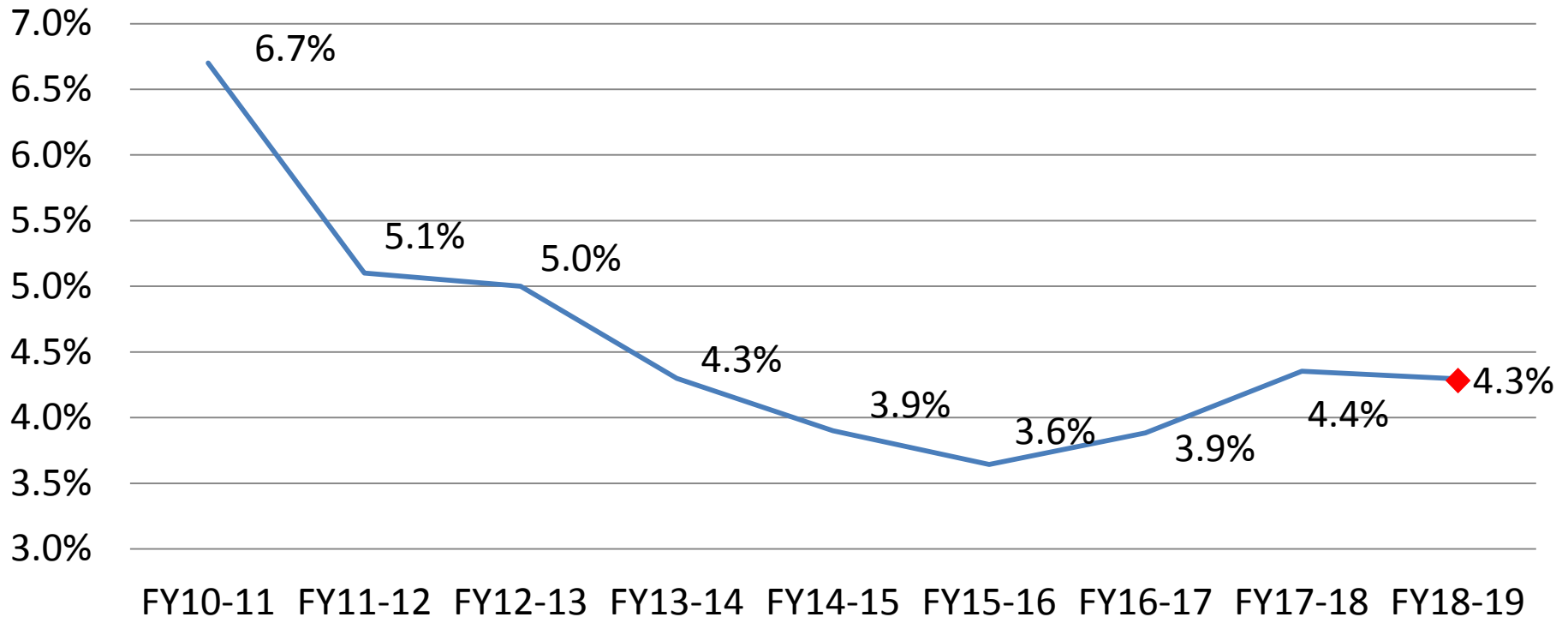


Business Model

- Long-Term Financial Plans set target rates for next 5+ years
- Capital Investments Goal - Reinvest at rate of depreciation
- Use rate increases above CPI for capital investments
- Keep routine operations and maintenance expenses at CPI



Average Sanitation Rate Increase



FY 2018/2019 Proposed Rate Increases

Zone	Airport, Larkfield, Wikiup		Geyserville		Penngrove		Sea Ranch	
Percent Increase	4.5%		4.5%		3.5%		3.8%	
FY 18-19 Amount	\$941	(41)	\$1,042	(45)	\$1,463	(49)	\$1,159	(42)

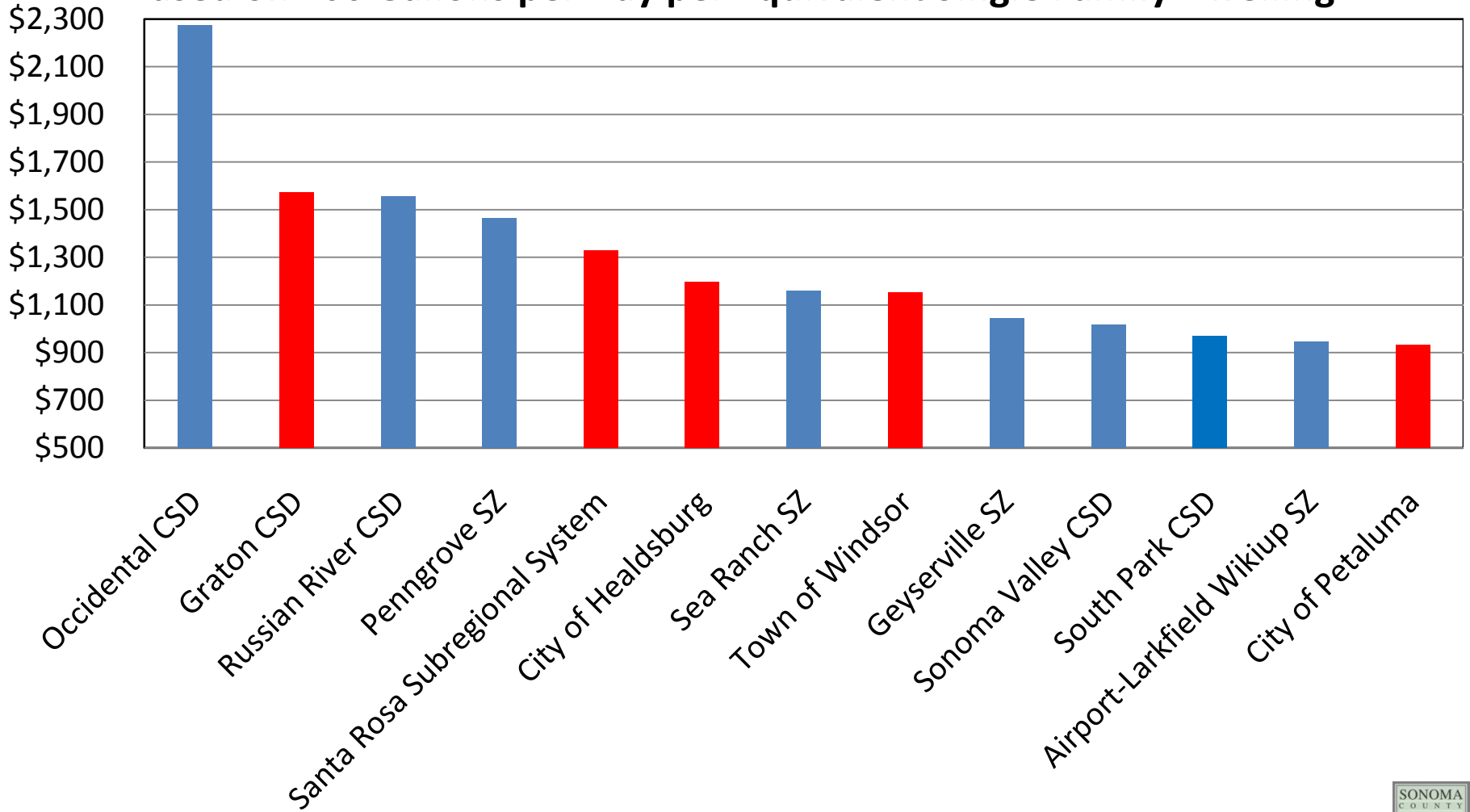
District	Occidental		Russian River		Sonoma Valley		South Park	
Percent Increase	4.9%		4.8%		5.0%		3.5%	
FY 18-19 Amount	\$2,275	(106)	\$1,555	(71)	\$1,016	(48)	\$968	(33)

Note: FY18-19 Amount = Annual Charge and (Dollar Increase over FY17-18).

Rate Comparison

Annual Charges for Sewer Service - 2018

Based on 200 Gallons per Day per Equivalent Single Family Dwelling



FY2018/2019 Sanitation Highlights

- Larkfield Estates Sewer Main Extension
- Geyserville - Emergency Generator
- Penngrove - Lift Station Flood Resiliency Project – Offsetting FEMA Grant Funds
- Occidental - Hauling Wastewater to Airport Treatment Plant and Eliminating Discharges to Graham's Pond
- Russian River - Lift Station and Force Main Condition Assessment Studies with Offsetting Grant Funds
- Sonoma Valley – Completed Two Recycled Water Projects (Federal and State Funds). Design Two Sewer Trunk Main Replacement Projects and Initiate Sewer Lateral Inspections
- South Park - Continue Multi-year Transition of Operations and Management to City of Santa Rosa and Implement Volume-based Rates to Provide Customers Greater Control over their Sewer Bill

Public Outreach



Public Outreach

RUSSIAN RIVER COUNTY SANITATION DISTRICT

PENNGROVE SANITATION ZONE

OCCIDENTAL COUNTY SANITATION DISTRICT

GEYSERVILLE SANITATION ZONE

AIRPORT-LARKFIELD-WIKIUP SANITATION ZONE

INSIDE

- 2 How Your Sanitation Zone Budget Works
- 3 Tours & Rebates
- 4 No FROG, No Clog
Don't Rush to Flush
Sewer Lateral Correction
- 5 All About Prop. 218
- 7 Rate Protest Form

SPRING 2018 NEWS Vol. 6, Issue #1



ZONE WILL CAP SEWER LATERALS FOR HOMES BURNED DURING FIRE

The Sonoma Complex Fire had far-reaching impacts on Sonoma County. Within the Airport/Larkfield/Wikiup Sanitation Zone (ALWSZ), 353 homes were destroyed by the Tubbs Fire. For those homes that were connected to the sewer collection system, sewer laterals must be capped in order to keep harmful, fire-related debris from entering the collection system and ending up at the treatment plant.

In addition, the uncapped laterals could allow debris and water from erosion and surface runoff to enter the collection system. In many cases, this debris and water could contain toxic substances that can be harmful to the ALWSZ treatment plant. The Sonoma County Water Agency (Water Agency), which manages and operates the ALWSZ, will enter into agreements with contractors to perform two tasks to remedy this problem. The first task will involve using a camera to locate the sewer lateral on each parcel and mark that location. The second task will be to excavate, cut and cap the lateral and replace the dirt over the lateral. The depth and location of the lateral will also be marked by the contractor. Work on this project is anticipated to get under way in the summer of 2018. Property owners will not be required to pay for this work if it is performed by the Water Agency contractor.

CAREER PATHWAY PROGRAM

In July, 2017, the Water Agency and Sonoma County Human Services Department began a pilot program through the Sonoma County Youth Ecology Corps (SCYEC). The new SCYEC Career Pathway Program (CPP) began with six young people working on a six-month Water Agency Stream Maintenance Program crew. The crew worked on creek restoration projects, playing an integral role in maintaining critical flood control infrastructure projects across the county. In January, the crew began the second half of the program, working in individual placements in the Water Agency and for Sonoma County Regional Parks. Three of the six Water Agency CPP participants decided to continue their work with the Stream Maintenance Program, while one each is working with the Water Transmission Mechanics, the Water Education group and with Wastewater Collections.



"I didn't know jobs like these even existed before coming to the Water Agency" said Mario Luna, an intern in the Wastewater Collections section. Mario has been learning and assisting the maintenance crew responsible for conducting video surveys for over 110 miles of pipeline throughout the county. Crews check for cracks, leaks, root intrusion and grease buildups. "I am working towards getting my collections certificate and will hopefully find a career in the wastewater industry."

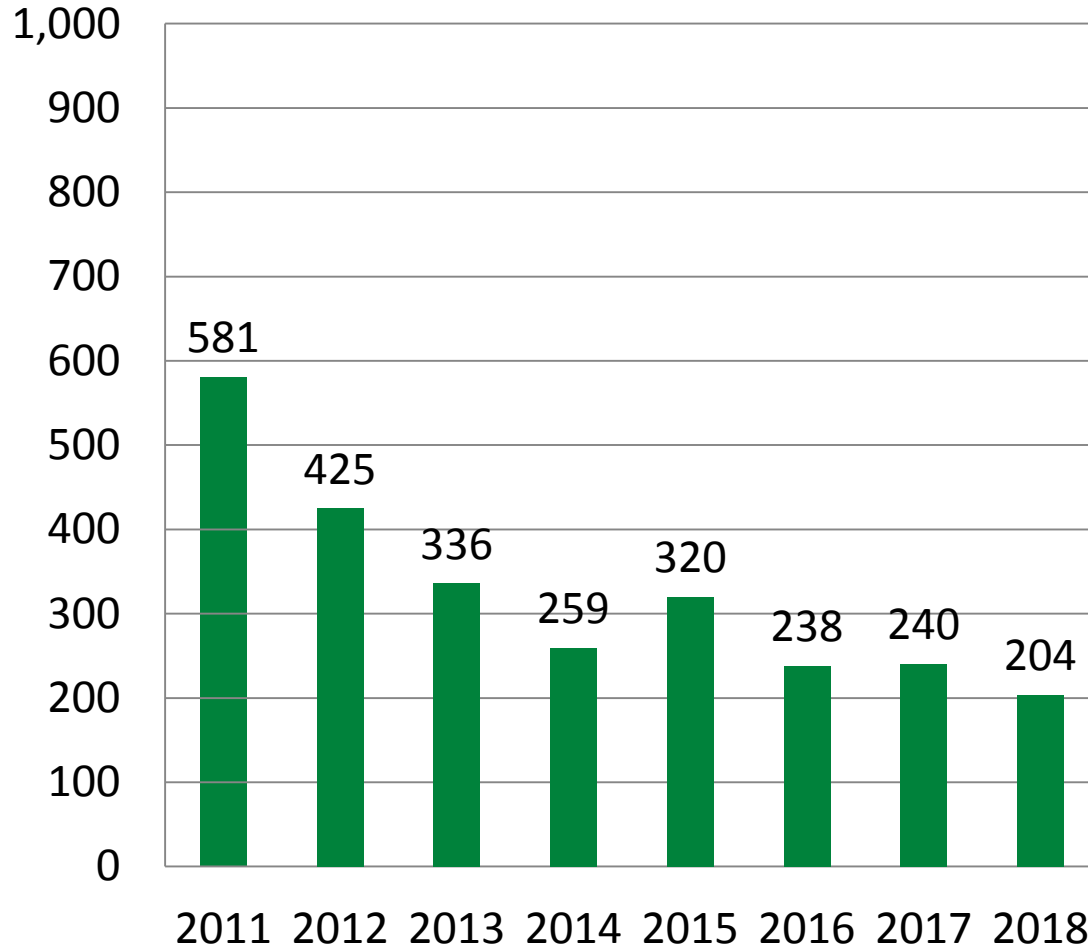


A new CPP crew began in January 2018 and will work in the field for six months, transitioning to individual placements in the summer. While CPP participants work at the Water Agency and other county departments, they are employed by the non-profit Conservation Corps North Bay.

www.sonomacountywater.org/ALWSZ



Total Protest Returns



Range

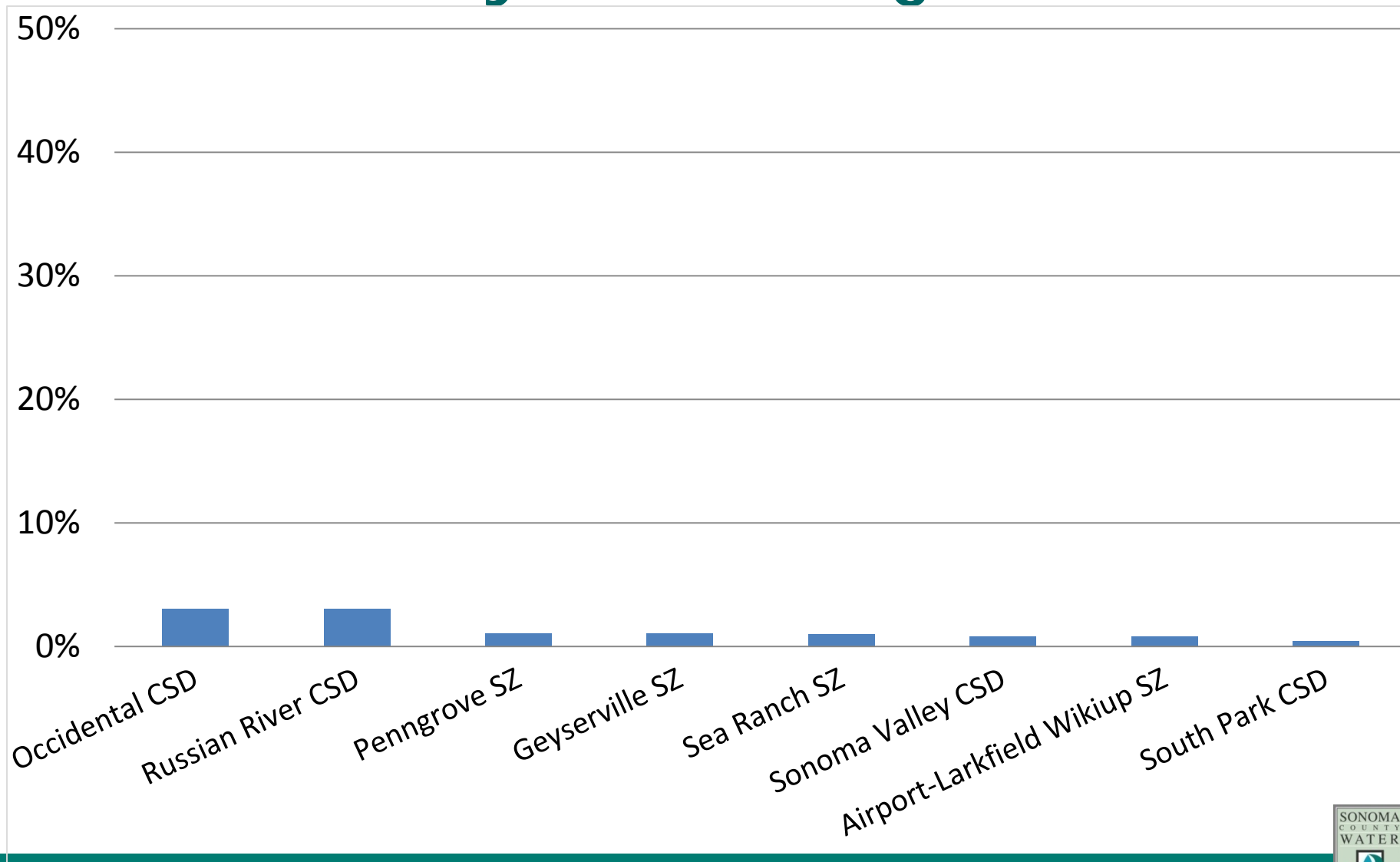
South Park - 0.4%

Russian River – 2.9%

Average – 1.4%

Total Number of
Equivalent Single
Family Dwellings:
30,403

Proposition 218 Protest Data By Percentage



Questions?



sonomacountywater.org/sanitation



County of Sonoma
Permit & Resource Management Department

**Sonoma County Combined Planning Commission
And Board of Zoning Adjustments**

ACTIONS

Permit Sonoma
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: May 17, 2018
Meeting No.: 18-05

ROLL CALL

Todd Tamura
Komron Shahhosseini
Cameron Mauritsen, Absent
John Lowry for Pamela Davis
Dick Fogg, Chair

STAFF MEMBERS

Jennifer Barrett
Scott Orr
Crystal Acker
Arielle Kohn, Secretary
Leslie A. Thomsen, Deputy County Counsel

1:00 PM Call to order and Pledge of Allegiance.

Approval of Minutes – N/A

Correspondence

Planning Commission/Board of Supervisors Actions

Commissioner Announcements/Disclosures

Public Appearances

PLANNING COMMISSION REGULAR CALENDAR

Item No.: 1
Time: 1:05 pm
File: PLP17-0005
Applicant: Nancy King, Pets Lifeline Inc.
Owner: Pets Lifeline, Inc.
Cont. from: N/A
Staff: Scott Orr
Env. Doc: Categorical Exemption (15301 – Existing Facilities and 15302 – Replacement or Reconstruction)
Proposal: Request for 1) General Plan Amendment from the LI (Limited Industrial) designation to the LC (Limited Commercial) designation; 2) Zone Change from M3 (Limited Rural Industrial) to

C2 (Retail Business and Service); 3) Use Permit for an animal shelter; and 4) Design Review for remodeling and expansion of an existing animal shelter facility on a 0.61 acre parcel.

Location: 19686 8th St E, Sonoma
APN: 127-302-016
District: 1
Zoning: M3 (Limited Rural Industrial) VOH (Valley Oak Habitat)

Action: Chair Fogg motioned to recommend approval to the Board of Supervisors. Seconded by Commissioner Shahhosseini and passed with a 4-0-1 vote.

Appeal Deadline: N/A
Resolution No.: 18-005

Vote:

Commissioner: Tamura	aye
Commissioner: Shahhosseini	aye
Commissioner: Mauritson	absent
Commissioner: Lowry	aye
Commissioner: Fogg	aye

Ayes: 4
Noes: 0
Absent: 1
Abstain: 0

BOARD OF ZONING ADJUSTMENTS REGULAR CALENDAR

Item No.: 2
Time: 2:10 pm
File: UPC17-0023
Applicant: Charles Wang
Owner: Johnny Wang Living Trust
Cont. from: N/A
Staff: Crystal Acker
Env. Doc: Statutory Exemption 15270, a project which a public agency rejects or disapproves.
Proposal: Request for a Use Permit for a 2,200 square foot commercial cannabis mixed light nursery within an existing 23,040 square foot greenhouse on a 5.87-acre parcel.
Location: 5000 Lakeville Hwy., Petaluma
APN: 068-020-030
District: 2
Zoning: DA (Diverse Agriculture), B6 30/3 (30-acre density with 3-acre minimum), SR (Scenic Resources – Community Separator and Scenic Corridor), VOH (Valley Oak Habitat)

Action: Commissioner Tamura motioned to approve the staff recommendation for denial with prejudice. Seconded by Commissioner Fogg and passed with a 3-1-1 vote.

Appeal Deadline: 10 Days
Resolution No.: 18-006

Vote:

Commissioner: Tamura	aye
Commissioner: Shahhosseini	no
Commissioner: Mauritson	absent
Commissioner: Lowry	aye
Commissioner: Fogg	aye

Sonoma County Combined Planning Commission and Board of Zoning Adjustments Draft Actions

Date: May 17, 2018

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Ayes: 3

Noes: 1

Absent: 1

Abstain: 0